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Attorneys for Debtors and Debtors in Possession

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

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	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i>,	:	Case No. 16-31854 (BJH)
	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
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**MOTION OF DEBTORS FOR ENTRY OF AN ORDER
(I) APPROVING PROPOSED DISCLOSURE STATEMENT AND
FORM AND MANNER OF NOTICE OF DISCLOSURE STATEMENT
HEARING, (II) ESTABLISHING SOLICITATION AND VOTING
PROCEDURES, (III) ESTABLISHING RIGHTS OFFERING PROCEDURES,
(IV) SCHEDULING CONFIRMATION HEARING AND (V) ESTABLISHING NOTICE
AND OBJECTION PROCEDURES FOR CONFIRMATION OF THE PROPOSED
PLAN PURSUANT TO SECTIONS 105, 1125, 1126, 1128, AND 1145 OF THE
BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 3001, 3003, 3016, 3017,
3018, 3020, AND 9006 AND LOCAL RULES 2002-1, 3017-1, 3018-1, AND 3020-1**

**A HEARING WILL BE CONDUCTED ON THIS MATTER ON DECEMBER 20, 2016
AT 9:00 A.M (CT) IN COURTROOM #2, 14TH FLOOR OF THE UNITED STATES
BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS
DIVISION, EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE ST., DALLAS,
TEXAS 75242.**

**TO THE HONORABLE BARBARA J. HOUSER, UNITED STATES BANKRUPTCY
JUDGE:**



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CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”),¹ respectfully represent as follows in support of this motion (“the **Motion**”):

Relief Requested

1. Pursuant to sections 105, 1125, 1126, 1128, and 1145 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 3001, 3003, 3016, 3017, 3018, 3020, and 9006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rules 2002-1, 3017-1, 3018-1, and 3020-1, of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the “**Local Rules**”), the Debtors request approval of an order substantially in the form attached hereto as **Exhibit B** (the “**Proposed Order**”) (a) approving the form and manner of notice and hearing to consider the proposed Disclosure Statement for Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors (the “**Proposed Disclosure Statement**”),² (b) approving the Proposed Disclosure Statement, a copy of which was filed contemporaneously herewith, as containing adequate information pursuant to section 1125 of the Bankruptcy Code, (c) approval of the proposed procedures of the Rights Offering (defined below), as set forth in Section XIII of the Disclosure Statement (the “**Rights Offering Procedures**”), (d) scheduling a hearing (the “**Confirmation Hearing**”) to consider confirmation of the proposed Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors (as may be updated, supplemented, amended and/or otherwise modified from

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, is attached hereto as **Exhibit A**.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Proposed Disclosure Statement.

time to time, the “**Plan**”), (e) approving the below described solicitation procedures for the Plan and (f) approving the below described confirmation procedures for the Plan.

2. For the convenience of the Court and parties in interest, the below chart provides a summary of the key dates sought pursuant to the Proposed Order:

PROPOSED SOLICITATION AND CONFIRMATION TIMETABLE	
Disclosure Statement Objection Deadline	Friday, December 12, 2016 at 4:00 p.m. (prevailing Central Time)
Deadline to File Reply to Disclosure Statement Objection(s)	Friday, December 16, 2016 at 4:00 p.m. (prevailing Central Time)
Disclosure Statement Hearing	Tuesday, December 20, 2016 at 9:00 a.m. (prevailing Central Time)
Voting Record Date	Tuesday, December 20, 2016
Rights Offering Record Date	Tuesday, December 20, 2016
Rule 3018(a) Motion Deadline	On a date fixed by the Court
Request for Estimation Deadline	On a date fixed by the Court
Plan Supplement Deadline	On a date fixed by the Court
Voting Deadline	On a date fixed by the Court
Rights Expiration Time	On a date fixed by the Court
Plan Objection Deadline	On a date fixed by the Court
Ballot Certification Deadline	On a date fixed by the Court
Deadline to File Confirmation Brief and Reply to Plan Objection(s)	On a date fixed by the Court
Confirmation Hearing	On a date fixed by the Court

3. For the further reference of the Court and parties in interest, the Debtors provide below a list of the various exhibits and documents cited throughout this Motion:

Document	Exhibit
List of Debtors	Exhibit A
Proposed Order	Exhibit B
Notice of the Disclosure Statement Hearing	Exhibit C
Proposed Disclosure Statement	Filed Contemporaneously Herewith
Plan	Exhibit B to the Proposed Disclosure Statement
Confirmation Hearing Notice	Exhibit 1 to the Proposed Order
Form of Revolving Credit Agreement Claims Ballot	Exhibit 2 to the Proposed Order
Form of ABL Credit Agreement Claims Ballot	Exhibit 3 to the Proposed Order
Form of General Unsecured Claims Ballot	Exhibit 4 to the Proposed Order
Form of Convenience Claims Ballot	Exhibit 5 to the Proposed Order
Form of Senior Secured Notes Claims Master Ballot	Exhibit 6 to the Proposed Order
Form of Senior Secured Notes Claims Beneficial Holder Ballot	Exhibit 7 to the Proposed Order
Form of Unsecured Notes Claims Master Ballot	Exhibit 8 to the Proposed Order
Form of Unsecured Notes Claims Beneficial Holder Ballot	Exhibit 9 to the Proposed Order
Notice of Non-Voting Status – Unimpaired Classes	Exhibit 10 to the Proposed Order
Notice of Non-Voting Status – Deemed to Reject Class	Exhibit 11 to the Proposed Order

Jurisdiction and Venue

4. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

5. On May 5, 2016 (the “**Petition Date**”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code in this Court. The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. The Debtors’ chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1

The Debtors’ Businesses

7. The Debtors, together with their non-debtor affiliates (collectively, “**CHC**”), comprise a global commercial helicopter service company, primarily engaged in providing helicopter services to the offshore oil and gas industry. CHC also provides helicopter services for search and rescue and emergency medical services to various government agencies. In addition, CHC maintains the industry’s largest independent helicopter maintenance, repair, and overhaul business, which services CHC’s helicopter fleet as well as third-party customers. CHC manages its domestic and overseas businesses from Irving, Texas and its sales force from an office in Houston, Texas. CHC maintains one of its primary engine overhaul facilities in Fort Collins, Colorado. Only certain entities within CHC – primarily the issuers or guarantors of the Debtors’ funded debt – are Debtors in these proceedings. CHC’s other entities, including certain operating entities, are not debtors in these cases and are continuing to conduct their businesses in the ordinary course.

8. Additional information about the Debtors’ businesses, capital structure and the circumstances leading to the commencement of these chapter 11 cases can be found in

the Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief [Docket No. 13], filed on the Petition Date.

The Proposed Disclosure Statement

9. Pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016(b), the Debtors prepared and filed the Proposed Disclosure Statement to provide parties with adequate information and disclosure regarding the terms of the Plan. The Debtors intend to provide parties with copies of the Proposed Disclosure Statement, once approved, in connection with the Debtors' solicitation of votes to accept or reject the Plan.

A. Approval of the Disclosure Statement

10. Pursuant to section 1125(b) of the Bankruptcy Code, a plan proponent must provide holders of impaired claims and equity interests with "adequate information" regarding a proposed chapter 11 plan of reorganization. Section 1125(a)(1) of the Bankruptcy Code defines "adequate information" as:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan.

11 U.S.C. § 1125(a)(1).

11. Accordingly, a debtor's disclosure statement must provide sufficient information to permit an informed judgment by impaired creditors entitled to vote on the plan. *See, e.g., In re Woerner*, 783 F.3d 266, 271 (5th Cir. 2015) ("The proponent of a reorganization plan . . . must provide a court-approved disclosure statement that contains 'adequate information' about the assets, liabilities, and financial affairs of the debtor sufficient to enable creditors to

make an ‘informed judgment’ about the plan.”); *In re Tex. Rangers Baseball Partners*, 521 B.R. 134, 176 (Bankr. N.D. Tex. 2014) (“Section 1125 of the Bankruptcy Code entitles creditors to ‘adequate information’ so they can make an informed decision on whether to accept or reject a chapter 11 plan.”). The essential requirement of a disclosure statement is that it “must clearly and succinctly inform the average unsecured creditor what it is going to get, when it is going to get it, and what contingencies there are to getting its distribution.” *In re Keisler*, No. 08-34321, 2009 WL 1851413, at *4 (Bankr. E.D. Tenn. June 29, 2009) (quoting *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D. N.H. 1991)).

12. Whether a disclosure statement contains adequate information “is not governed by any otherwise applicable nonbankruptcy law, rule, or regulation.” 11 U.S.C. § 1125(d). Instead, bankruptcy courts have broad discretion to determine the adequacy of the information contained in a disclosure statement. *See, e.g., Texas Extrusion Corp. v. Lockheed Corp. (In re Texas Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988) (noting that the determination of what is adequate information is “largely within the discretion of the bankruptcy court”); *In re Lisanti Foods, Inc.*, 329 B.R. 491, 507 (D. N.J. 2005) (“Section 1125 affords the Bankruptcy Court substantial discretion in considering the adequacy of a disclosure statement.” (citing *In re River Village Assoc.*, 181 B.R. 795, 804 (E.D. Pa. 1995)). Congress granted bankruptcy courts wide discretion in determining the adequacy of a disclosure statement to facilitate effective reorganizations of debtors in a broad range of businesses, taking into account the various facts and circumstances that accompany chapter 11 cases. *See* H.R. REP. NO. 595, 95th Cong., 1st Sess. 408–09 (1977); *see also In re Cajun Elec. Power Coop.*, 150 F.3d 503, 518 (5th Cir. 1998) (“[W]ith respect to a particular disclosure statement, ‘both the kind and form of information are left essentially to the judicial discretion of the court.’” (quoting S. REP. NO. 95-

989, at 121 (1978)). Accordingly, the determination of whether a disclosure statement contains adequate information is made on a case-by-case basis, focusing on the unique facts and circumstances of each case. *See In re Texas Extrusion Corp.*, 844 F.2d at 1157 (“The determination of what is adequate information is subjective and made on a case by case basis.”).

13. To determine whether a disclosure statement contains adequate information, courts generally examine whether the disclosure statement contains the following types of information, as applicable:

- (a) the circumstances that gave rise to the filing of the bankruptcy petition;
- (b) an explanation of the available assets and their value;
- (c) the anticipated future of the debtor(s);
- (d) the source of the information provided in the disclosure statement;
- (e) a disclaimer, which typically indicates that no statements or information concerning the debtor or its assets or securities are authorized, other than those set forth in the disclosure statement;
- (f) the condition and performance of the debtor while in chapter 11;
- (g) information regarding claims against the estate;
- (h) a liquidation analysis setting forth the estimated return that creditors would receive under chapter 7;
- (i) the accounting and valuation methods used to produce the financial information in the disclosure statement;
- (j) information regarding the future management of the debtor, including the amount of compensation to be paid to any insiders, directors and/or officers of the debtor;
- (k) a summary of the plan of reorganization or liquidation;
- (l) an estimate of all administrative expenses, including attorneys’ fees and accountants’ fees;
- (m) the collectibility of any accounts receivable;

- (n) any financial information, valuations, or pro forma projections that would be relevant to creditors' determinations of whether to accept or reject the plan;
- (o) information relevant to the risks being taken by the creditors and interest holders;
- (p) the actual or projected value that can be obtained from avoidable transfers;
- (q) the existence, likelihood, and possible success of nonbankruptcy litigation;
- (r) the tax consequences of the plan; and
- (s) the relationship of the debtor with its affiliates.

See, e.g., In re Metrocraft Pub. Services, Inc., 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984); *In re ReoStar Energy*, 2012 Bankr. LEXIS 2418, at *4–5 (Bankr. N.D. Tex. May 30, 2012) (noting that “courts have developed checklists for determining whether a disclosure statement meets the requirements of section 1125”). Such a list is not meant to be comprehensive and a debtor is not required to provide all the information on the list. Rather, the bankruptcy court must decide what is appropriate in each case in light of the particular facts and circumstances present. *In re Divine Ripe, L.L.C.*, 554 B.R. 395, 401–02 (Bankr. S.D. Tex. 2016) (adopting a similar list); *see also In re Phoenix Petroleum Co.*, 278 B.R. 385, 393 (Bankr. E.D. Pa. 2001) (making use of a similar list but cautioning that “no one list of categories will apply in every case”).

14. The Proposed Disclosure Statement provides many of the types of information identified in the applicable categories above, including, but not limited to:

- (a) an overview of the Plan (§ I, VI);
- (b) key events leading to the commencement of the Debtors' chapter 11 cases (§ IV);
- (c) a description of the Debtors' capital structure (§ III);
- (d) the anticipated future of the Debtors (§ VII, VIII)
- (e) the operation of the Debtors' businesses (§ III);

- (f) the indebtedness of the Debtors and information regarding pending claims (§§III, V);
- (g) a disclaimer, which indicates that no statements or information concerning the debtors or their assets or securities are authorized, other than those set forth in the Proposed Disclosure Statement (§ II);
- (h) events during the chapter 11 cases (§ V);
- (i) an overview of a liquidation analysis under chapter 7 (§§ XV, Ex. G);
- (j) the accounting and valuation methods used to produce the financial information in the disclosure statement (§ VIII);
- (k) risk factors affecting the Debtors (§ X);
- (l) the relationship of the Debtors with their affiliates (§§ III, Ex. F);
- (m) financial information, valuations, and pro forma projections that would be relevant to creditors' determinations of whether to accept or reject the Plan (§§ VII, Ex. H);
- (n) a description of the rights offering procedures as applicable to the Plan (XIII)
- (o) requirements for confirmation of the Plan (§ XIV); and
- (p) tax consequences of the Plan (§ XI).

15. In addition to the type of information that courts typically look for in a disclosure statement, the Proposed Disclosure Statement provides an analysis of the alternatives to confirmation and consummation of the Plan (§§ XV), and concludes with the Debtors' recommendation that holders of Claims eligible to vote should vote to accept the Plan because it provides the highest and best recoveries to holders of Claims against the Debtors. (*See* §§ XVI).

16. Based on the foregoing, the Debtors submit that the Proposed Disclosure Statement contains adequate information for a voting creditor to make an informed judgment regarding whether to vote to accept or reject the Plan, and therefore satisfies the requirements of section 1125 of the Bankruptcy Code. Thus, the Debtors respectfully request that the Court

approve the Proposed Disclosure Statement as containing adequate information in satisfaction of the requirements of section 1125 of the Bankruptcy Code.

B. The Proposed Disclosure Statement Provides Adequate Notice of Release, Exculpation, and Injunction Provisions in the Plan

17. Pursuant to Bankruptcy Rule 3016(c), “[i]f a plan provides for an injunction against conduct not otherwise enjoined under the Code, the plan and disclosure statement [must] describe in specific and conspicuous language (bold, italic, or underlined text) all acts to be enjoined and identify the entities that would be subject to the injunction.” Fed. R. Bankr. P. 3016(c).

18. The Plan includes injunctions, releases, and exculpations in sections 10.7, 10.8, and 10.9. The Proposed Disclosure Statement in section VI describes in detail the releases provided under the plan, the entities to be providing such releases, the entities to be released, and the Claims and causes of action to be released. Additionally, section VI of the Proposed Disclosure Statement sets forth the terms of the proposed exculpation provision under the Plan, and section VI sets forth the proposed injunction related to the release and exculpation provisions in the Plan. Each of the foregoing sections is set forth in the Proposed Disclosure Statement in conspicuous, bold print. Accordingly, the Debtors respectfully submit that the Proposed Disclosure Statement complies with Bankruptcy Rule 3016(c).

C. Approval of the Notice of Disclosure Statement Hearing

19. In accordance with Bankruptcy Rules 2002(a) and 3017 and Local Rules 2002-1 and 3017-1, contemporaneously with the filing of this Motion, the Debtors filed and served a notice of the hearing on this Motion (the “**Disclosure Statement Notice**”), substantially in the form annexed hereto as **Exhibit C**, by electronic transmission, by overnight mail, or by first class mail to (i) the Office of the United States Trustee for the Northern District of Texas

(the “**U.S. Trustee**”), (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Anupama Yerramalli, Esq., and Rachael Ringer, Esq.) and Gardere Wynne Sewell LLP, 2021 McKinney Avenue, Suite 1600, Dallas, TX 75201, (Attn: Marcus A. Helt, Esq. and Mark C. Moore, Esq.), counsel to the Official Committee of Unsecured Creditors (the “**Committee**”), (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq. and Jason P. Rubin, Esq.), 1333 New Hampshire Ave. N.W., Washington D.C. 20036 (Attn: James Savin, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq., Andrew V. Tenzer, Esq., and Michael E. Comerford, Esq.), counsel to the administrative agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020, (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021, (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020, (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021, (x) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279, (xi) the

Securities and Exchange Commission, (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xiii) the Internal Revenue Service, (xiv) Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Michael G. Burke Esq.), counsel to Milestone and its affiliates, (xv) the registered and beneficial holders of Interests (as defined in the Plan) in the Debtors, (xvi) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, and (xvii) any other known holders of Claims against the Debtors (collectively, the “**Notice Parties**”). The Disclosure Statement Notice provides at least 28 days’ notice of the hearing to approve the Proposed Disclosure Statement (the “**Disclosure Statement Hearing**”) and of the deadline by which objections must be filed to approval of the Disclosure Statement (the “**Disclosure Statement Objection Deadline**”). The Debtors respectfully submit that such notice is sufficient under the circumstances. The Debtors request that the Court find that such notice is due and proper and that no further notice is necessary.

20. Also contemporaneously herewith, and in addition to the parties who will receive Solicitation Packages (defined and described below), the Debtors have or will provide, in accordance with Rule 3017(d) and Local Rule 3017-1, at their expense, by electronic and/or first class mail, copies of the Proposed Disclosure Statement and the Plan with the Disclosure Statement Notice to: (a) the U.S. Trustee; (b) all parties that request or that are required to receive notice pursuant to Bankruptcy Rule 2002; and (c) all parties who have specifically requested such documents in the manner specified in the Disclosure Statement Notice. Copies of the Proposed Disclosure Statement and the Plan are also on file with the Office of the Clerk of the Bankruptcy Court for review during normal business hours (a fee may be charged) and are also available free-of-charge on the Debtors’ claims agent’s website at <http://www.kccllc.net/chc>.

21. The Debtors submit that the foregoing procedures provide adequate notice of the Disclosure Statement Hearing and the Disclosure Statement Objection Deadline for all purposes and, accordingly, request that the Court approve such procedures.

D. Approval of Procedures for the Filing of Objections to the Disclosure Statement

22. The Debtors propose the procedures described below for parties to object or respond to this Motion and the Proposed Disclosure Statement (the “**Disclosure Statement Objection Procedures**”).

23. The Debtors propose that objections and responses, if any, to the Motion and the relief requested herein, must: (a) be in writing; (b) conform to the applicable Bankruptcy Rules and the Local Rules; (c) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by such party against the Debtors’ estates or property; and (d) provide the basis for the objection and the specific grounds therefor.

24. The Debtors further propose that registered users of the Bankruptcy Court’s case filing system must electronically file their objections and responses on or before the Disclosure Statement Objection Deadline. All other parties-in-interest must file their objections and responses in writing, together with proof of service thereof, with the United States Bankruptcy Court Clerk’s Office, Earle Cabell Federal Building, 1100 Commerce St., Courtroom #2, 14th Floor, Dallas, TX 75242, on or before the Disclosure Statement Objection Deadline.

25. In accordance with Bankruptcy Rule 3017(a), any objection or response also must be served upon the following parties:

Debtors

CHC Group Ltd.
600 East Las Colinas Blvd., 10th Floor
Irving, Texas 75039
Attn: Hooman Yazhari, General Counsel

Counsel to the Debtors

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Attn: Gary T. Holtzer
Kelly DiBlasi
Telephone: (212) 310-8000
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Counsel to the Official Committee of Unsecured Creditors

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ayerramalli@kramerlevin.com
rringer@kramerlevin.com

Counsel to the Revolving Credit Facility Agent

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Richard P. Borden
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Email: louis.strubeck@nortonrosefulbright.com
rick.borden@nortonrosefulbright.com

Office of the U.S. Trustee

Office of the U.S. Trustee for
the Northern District of Texas
Earle Cabell Federal Building
1100 Commerce St., Room 976
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Attn: Meredyth Kippes

Counsel to the Debtors

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Counsel to the Official Committee of Unsecured Creditors

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Counsel to the ABL Credit Facility Agent

Paul Hastings LLP
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andrewtenzer@paulhastings.com
michaelcomerford@paulhastings.com

Counsel to the Ad Hoc Group of Senior Secured Noteholders

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park, Bank of America Tower
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Attn: Michael S. Stamer
Jason P. Rubin
Fax: (212) 872-1002
Email: mstamer@akingump.com
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1333 New Hampshire Ave. N.W.
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Attn: James Savin
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Email: jsavin@akingump.com

Counsel to Milestone and its affiliates

Sidley Austin LLP
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New York, NY 10019
Attn: Michael G. Burke
Fax: (212) 839-5599
Email: mgburke@sidley.com

Counsel to the Senior Secured Notes Indenture Trustee

Morgan, Lewis & Bockius LLP,
101 Park Avenue
New York, NY 10178
Attn: Glenn E. Siegel
Fax: (212) 309-6001
Email: glenn.siegel@morganlewis.com

Counsel to the Indenture Trustee Under the 2021 Notes

Chadbourne & Park LLP
1301 Avenue of the Americas
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Attn: Christy L. Rivera
Marian Baldwin Fuerst
Fax: (212) 541-6539
Email: crivera@chadbourne.com
mbaldwinfuerst@chadbourne.com

and any other entity designated by the Court (collectively, the “**Objection Notice Parties**”) so as to be **actually received** by the Objection Notice Parties no later than the Disclosure Statement Objection Deadline.

26. Requiring objections and responses to this Motion and the Proposed Disclosure Statement to be filed and served in accordance with the Disclosure Statement Objection Procedures will afford the Court, the Debtors, and other parties-in-interest sufficient time before the Disclosure Statement Hearing to consider and potentially resolve any objections and responses to this Motion and the Proposed Disclosure Statement. Based upon the foregoing, the Debtors respectfully request that the Court find that the Disclosure Statement Objection

Procedures comply with the requirements of Bankruptcy Rule 3017(a) and approve such procedures.

The Solicitation Procedures

27. In connection with the Proposed Disclosure Statement and Plan, the Debtors propose to implement the solicitation, balloting, and rights offering procedures described below. The Debtors have retained Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) as their claims, noticing, and balloting agent through the Order Authorizing the Retention and Appointment of Kurtzman Carson Consultants LLC as Claims, Noticing, and Balloting Agent Nunc Pro Tunc to the Petition Date [Docket No. 60].

A. Parties Entitled to Vote

28. Pursuant to the Plan, the Debtors have created eleven (11) classes of Claims and Interests. Of those classes, the Debtors submit that the following classes are Impaired but entitled to receive distributions under the Plan and, thus, may vote to accept or reject the Plan, subject to certain exceptions discussed below (collectively, the “**Voting Classes**”):

Class	Description
Class 3	Revolving Credit Agreement Claims
Class 4	ABL Credit Agreement Claims
Class 5	Senior Secured Notes Claims
Class 6	Unsecured Notes Claims
Class 7	General Unsecured Claims
Class 8	Convenience Claims

29. A creditor who holds a Claim in a Voting Class is nonetheless **not** entitled to vote to the extent that:

- (a) as of the Voting Record Date (as defined below), the outstanding amount of such creditor's Claim is zero (\$0.00);
- (b) as of the Voting Record Date, such creditor's Claim has been disallowed, expunged, disqualified or suspended;
- (c) such creditor has not filed a proof of claim as of the Voting Record Date and the Debtors have not scheduled such creditor's Claim or scheduled such creditor's claim in an undetermined amount or as contingent, unliquidated, or disputed; or
- (d) such creditor's Claim is subject to an objection or request for estimation as of the Voting Record Date, subject to the procedures set forth below.

30. Section 1126(f) of the Bankruptcy Code provides that, for the purposes of soliciting votes on confirmation of a plan of reorganization, "a class that is not impaired under a plan, and each holder of a claim or interest of such class, are conclusively presumed to have accepted the plan, and solicitation of acceptances with respect to such class from the holders of claims or interests of such class is not required." 11 U.S.C. § 1126(f). The Plan leaves unimpaired certain Claims and Interests. Pursuant to section 1126(f) of the Bankruptcy Code, the holders of such Claims and Interests are conclusively deemed to accept the Plan and, accordingly, are not entitled to vote on the plan (collectively, the **"Unimpaired Classes"**).

31. Section 1126(g) of the Bankruptcy Code provides that "a class is deemed not to have accepted a plan if such plan provides that the claims or interests of such class do not entitle the holders of such claims or interests to receive or retain any property under the plan on account of such claims or interests." 11 U.S.C. § 1126(g). Holders of Existing CHC Interests will receive no recovery under the Plan. Accordingly, pursuant to section 1126(g) of the Bankruptcy Code, such holders are deemed to reject the Plan and are not entitled to vote on the plan (the **"Deemed Rejecting Class"** and, together with the Unimpaired Classes, the **"Non-Voting Classes"**).

32. Holders of Claims or Interests in the following classes constitute the Non-Voting Classes:

Class	Description	Impairment	Acceptance / Rejection
Class 1	Other Priority Claims	Unimpaired	Deemed to accept
Class 2	Other Secured Claims	Unimpaired	Deemed to accept
Class 9	Intercompany Claims	Unimpaired	Deemed to accept
Class 10	Existing CHC Interests	Impaired	Deemed to reject
Class 11	Intercompany Interests	Unimpaired	Deemed to accept

B. Temporary Allowance / Disallowance of Claims

33. Pursuant to section 1126(a) of the Bankruptcy Code, the holder of an “allowed” claim may accept or reject a chapter 11 plan. A class of claims accepts a plan if such plan has been accepted by creditors that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors that voted. Bankruptcy Rule 3018(a) provides that the Court may temporarily allow a claim in an amount that the Court deems appropriate for the purpose of such claim holder accepting or rejecting a plan.

34. The Debtors propose that, solely for voting purposes, each Claim within each Voting Class be temporarily Allowed in an amount equal to the amount of such Claim set forth either in the Schedules (as such term is defined in the Plan) or in a properly filed proof of claim, subject to the following exceptions:

- (a) If a proof of claim was timely filed by the Voting Record Date in an amount that is liquidated, non-contingent, and undisputed, such Claim is temporarily Allowed for voting purposes in the amount set forth on such proof of claim, unless such Claim is listed in the Schedules as contingent, unliquidated, or disputed, or otherwise is disputed as set forth in subparagraph (f) below (in which case, such Claim is disallowed for voting purposes);
- (b) If a Claim has been estimated or otherwise Allowed for voting purposes by order of this Court, such Claim is temporarily Allowed in the amount so estimated or Allowed by this Court;
- (c) If a Claim is listed in the Schedules as contingent, unliquidated, or disputed and a proof of claim has not yet been timely filed as of the Voting Record Date, such Claim is disallowed for voting purposes (and

pursuant to this Court's prior order, also for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c));

- (d) If a proof of claim was timely filed by the Voting Record Date in an amount that is contingent or unliquidated, such Claim is accorded one vote and valued temporarily in the amount of one dollar (\$1.00), unless such Claim is listed in the Schedules as contingent, unliquidated, or disputed, or otherwise is disputed as set forth in subparagraph (f) below;
- (e) If a Claim is listed in the Schedules or on a proof of claim timely filed by the Voting Record Date as contingent, unliquidated, or disputed in part, such Claim is temporarily Allowed in the amount that is liquidated, non-contingent, and undisputed, unless such Claim is disputed as set forth in subparagraph (f) below; and
- (f) If the Debtors have filed an objection to or a request for estimation of a Claim on or before a date fixed by the Court, such Claim is temporarily disallowed for voting purposes, except as ordered by the Court before the Voting Deadline; *provided, however*, that, if the Debtors' objection seeks only to reclassify or reduce the Allowed amount of such Claim, then such Claim is temporarily Allowed for voting purposes in the reduced amount and/or as reclassified (as applicable), except as may be ordered by this Court before the Voting Deadline.

35. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, the Debtors propose that such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "**Rule 3018(a) Motion**"). Upon the filing of a Rule 3018(a) Motion, the Debtors propose that such creditor's Ballot (as defined below) be counted in accordance with the above-designated guidelines, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan. The Debtors propose that any Rule 3018(a) Motion must be filed on a date fixed by the Court.

C. The Voting Record Date

36. Bankruptcy Rule 3017(d) provides, in relevant part, that, for the purposes of soliciting votes in connection with the confirmation of a plan of reorganization, and except to the extent the Court orders otherwise, the debtor must mail the relevant solicitation materials to

all creditors and equity security holders, including “holders of stock, bonds, debentures, notes and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing.” Fed. R. Bankr. P. 3017(d); *see also* Local Rule 3017-1.

37. To identify and establish the universe of creditors entitled to vote on the Plan, the Debtors request that the Court set **Tuesday, December 20, 2016** as the date for determining (i) which creditors in Class 3 (Revolving Credit Agreement Claims); Class 4 (ABL Credit Agreement Claims); Class 5 (Senior Secured Notes Claims); Class 6 (Unsecured Notes Claims); Class 7 (General Unsecured Claims); and Class 8 (Convenience Claims) are entitled to vote on the Plan and (ii) which creditors and Interest holders in Non-Voting Classes are entitled to receive a Notice of Non-Voting Status (as defined below) (the “**Voting Record Date**”).

38. With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001(e), the transferee shall be entitled to receive a Solicitation Package and, if the holder of such Claim is otherwise entitled to vote with respect to the Plan, cast a Ballot on account of such Claim only if: (a) all actions necessary to transfer such Claim are completed by the Voting Record Date or (b) the transferee files by the Voting Record Date (i) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote or election on the Plan made by the holder of such Claim as of the Voting Record Date.

39. The Debtors believe that the Voting Record Date is appropriate, as it facilitates the determination of which creditors are entitled to vote on the Plan or, in the case of

Non-Voting Creditors and Interest Holders in Non-Voting Classes, to receive the Notice of Non-Voting Status. Accordingly, the Debtors request the Court approve such dates.

D. Approval of Solicitation Packages and Procedures for Distribution Thereof

40. Bankruptcy Rule 3017(d) lists the materials that must be provided to holders of claims and interests for the purposes of soliciting votes on a chapter 11 plan and providing adequate notice of the hearing to consider confirmation thereof. Specifically, Bankruptcy Rule 3017(d) provides, in relevant part, that:

[u]pon approval of a disclosure statement, — except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders — the debtor in possession, trustee, proponent of the plan, or clerk as the court orders shall mail to all creditors and equity security holders, and in a chapter 11 reorganization case shall transmit to the United States trustee:

- (a) the plan or a court-approved summary of the plan;
- (b) the disclosure statement approved by the court;
- (c) notice of the time within which acceptances and rejections of the plan may be filed; and
- (d) any other information as the court may direct, including any court opinion approving the disclosure statement or a court-approved summary of the opinion.

Fed. R. Bankr. P. 3017(d).

41. In accordance with the foregoing, the Debtors propose to mail or cause to be mailed solicitation packages (the “**Solicitation Packages**”) containing the information described below as soon as practicable after entry of the Proposed Order approving the Proposed Disclosure Statement (as approved, the “**Disclosure Statement**”), but **not later than five (5) business days** after the date of entry of such order (the “**Solicitation Date**”), to (i) the U.S. Trustee, (ii) holders of Claims in Voting Classes, and (iii) holders of Claims or Interests in Non-Voting Classes.

42. Solicitation Packages shall contain copies of:
- (a) the Proposed Order, as entered by the Court and without attachments;
 - (b) the Notice of (I) Approval of Disclosure Statement, (II) Establishment of Voting Record Date, (III) Hearing on Confirmation of the Plan, (IV) Procedures for Objecting to the Confirmation of the Plan, and (V) Procedures and Deadline for Voting on the Plan (the “**Confirmation Hearing Notice**”);
 - (c) a CD-ROM containing the Disclosure Statement, which shall include the Plan as an attachment (except as provided below);
 - (d) if the recipient is entitled to vote on the Plan (as set forth herein), a Ballot (as defined below) customized for such holder and conforming to Official Bankruptcy Form No. B 314, in the form described below, and a postage-prepaid return envelope;³
 - (e) if the recipient is a holder of a Claim in Class 5 (Senior Secured Notes Claims) or Class 6 (Unsecured Notes Claims), an Offering Form (as defined below); and
 - (f) if the recipient is holder of a Claim or Interests in a Non-Voting Class and, therefore, not entitled to vote on the Plan (as set forth herein), then only the Confirmation Hearing Notice and the applicable Notice of Non-Voting Status (as defined and described below).

43. In addition, recipients in Classes 6 and 7 entitled to vote on the Plan will receive a copy of a letter from the Creditors’ Committee recommending that unsecured creditors vote to accept the Plan. The Debtors will file a copy of this letter with this Court prior to the hearing on the Disclosure Statement.

44. To reduce costs and the impact on the environment, the Debtors propose to send the Disclosure Statement and Plan in CD-ROM format instead of printed hard copies. Moreover, the Plan and Disclosure Statement will be available at no charge via the Internet at <http://www.kccllc.net/chc>. However, if service by CD-ROM imposes a hardship for any creditor entitled to receive a copy of the Plan and the Disclosure Statement (*e.g.*, the creditor does not

³ Official Bankruptcy Form No. B 314 can be found at <http://www.uscourts.gov/forms/bankruptcy-forms>, the official website for the United States Bankruptcy Courts.

own or have access to a computer or the Internet), the Debtors propose that such creditor may request a paper copy of the Plan and the Disclosure Statement by contacting KCC by email at chcinfo@kcc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Upon receipt of such request, the Debtors will provide such creditor with a paper copy of the Plan and the Disclosure Statement at no cost to the creditor **within five (5) days** thereafter.

45. The Debtors will not mail Solicitation Packages to creditors that have Claims that have already been paid in full; *provided, however*, that if any such creditor would be entitled to receive a Solicitation Package for any other reason, then the Debtors will send such creditor a Solicitation Package in accordance with the procedures set forth herein.

46. The Debtors anticipate that the United States Postal Service may return some Solicitation Packages as undeliverable. The Debtors submit that it is costly and wasteful to mail Solicitation Packages to the same addresses from which mail previously was returned as undeliverable. Therefore, the Debtors request the Court waive the strict notice rule and excuse the Debtors from mailing Solicitation Packages to addresses from which the Debtors received mailings returned as undeliverable, unless the Debtors are provided with a new mailing address sufficiently before the Voting Deadline.

47. Although the Debtors have made, and will make, every effort to ensure that the Solicitation Packages as described herein and as approved by the Court are in final form, the Debtors nonetheless request authority to make non-substantive changes (subject to the terms of the Plan Support Agreement, dated October 11, 2016, to which each Debtor is a party), to the Disclosure Statement, the Plan, and related documents without further order of the Court, including ministerial changes to correct typographical and grammatical errors, and to make

conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages prior to mailing.

48. The Debtors submit that they have shown good cause for implementing the proposed notice and service procedures and that the proposed Solicitation Packages comply with Bankruptcy Rule 3017(d). Accordingly, the Debtors request the Court's approval thereof.

E. Approval of Notice of Non-Voting Status

49. Bankruptcy Rule 3017(d) permits a court to order that the Plan and Disclosure Statement need not be mailed to unimpaired classes. In lieu thereof, a court may order that "notice that the class is designated in the plan as unimpaired and notice of the name and address of the person from whom the plan or summary of the plan and disclosure statement may be obtained upon request and at the plan proponent's expense . . . and notice of the time fixed for filing objections to and the hearing on confirmation" be mailed to the members of such classes. Fed. R. Bankr. P. 3017(d).

50. As discussed above, Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are Unimpaired and deemed to accept the Plan and, therefore, holders in these classes are not entitled to vote on the Plan. Accordingly, the Debtors propose to mail to holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims), in lieu of a Solicitation Package, the Confirmation Hearing Notice and a notice of non-voting status, substantially in the form attached to the Proposed Order as **Exhibit 10** (the "**Notice of Non-Voting Status – Unimpaired Classes**"). The Notice of Non-Voting Status (defined below) provides (a) notice of the Court's approval of the Disclosure Statement, (b) notice of the filing of the Plan, (c) notice of the holders' non-voting status, and (d) information about how to obtain copies of the Disclosure Statement and Plan.

51. Class 10 (Existing CHC Interests) is Impaired and holders of Existing CHC Interests are expected to receive no recovery under the Plan and, therefore, holders of Interests in this Class are deemed to have rejected the Plan and not entitled to vote on the Plan. Accordingly, the Debtors propose to mail to holders of Class 10 (Existing CHC Interests) the Solicitation Package which will include only the Confirmation Hearing Notice and a notice of non-voting status, substantially in the form attached to the Proposed Order as **Exhibit 11** (the “**Notice of Non-Voting Status – Deemed to Reject Class**”) in lieu of a Ballot.⁴

52. Additionally, with respect to Class 9 (Intercompany Claims) and Class 11 (Intercompany Interests), the Debtors request a waiver of any requirement to serve a Notice of Non-Voting Status or any other type of notice in connection with solicitation of the Plan because such Claims are held by the Debtors or the Debtors’ affiliates and are Unimpaired by the Plan.

53. The Debtors submit the above-described notices and procedures with respect to Non-Voting Classes satisfy the requirements of Bankruptcy Rule 3017(d) and, therefore, respectfully request the Court approve them.

F. Approval of Forms of Ballots

54. Bankruptcy Rule 3017(d) requires the Debtors to mail a form of ballot, which substantially conforms to Official Bankruptcy Form No. B 314, to “creditors and equity security holders entitled to vote on the plan.” Fed. R. Bankr. P. 3017(d). The Debtors propose to distribute to holders of Claims in Voting Classes that are otherwise eligible to vote (as set forth herein), ballots substantially in the forms attached to the Proposed Order as **Exhibits 2, 3, 4, 5, 6, 7, 8, and 9** (collectively, the “**Ballots**”), which are incorporated herein by reference. Although the Ballots are based on Official Bankruptcy Form No. B 314, they have been modified to

⁴ **Exhibit 10** (the “Notice of Non-Voting Status – Unimpaired Classes”) and **Exhibit 11** (the “Notice of Non-Voting Status – Deemed to Reject Class”) collectively, the “**Notice of Non-Voting Status**.”

address the specific circumstances of these chapter 11 cases and to include certain additional information that the Debtors believe is relevant and appropriate for each Voting Class.

55. All holders of Claims in Voting Classes will receive Ballots which include an election regarding certain non-debtor release provisions in the Plan (the “**Non-Debtor Release Provisions**”). Notwithstanding anything contained herein to the contrary, only those holders of Claims in Voting Classes who vote to reject the Plan may elect to opt out of the Non-Debtor Release Provisions.

56. Each holder of a Claim in Class 7 (General Unsecured Claims) will receive a Ballot which will include an option to elect to have its General Unsecured Claim irrevocably reduced to the Convenience Claim Amount and, therefore, to be treated as a Convenience Claim. Holders of Claims (that would otherwise be General Unsecured Claims) in an amount below the Convenience Claim Amount are classified in Class 8 under the Plan, and will receive a Ballot to vote on the Plan only in Class 8 (Convenience Claims). Additionally, with respect to Ballots that will be sent to holders of Claims entitled to vote on the Plan in Class 5 (Senior Secured Notes Claims) and in Class 6 (Unsecured Notes Claims), the Debtors propose to deliver Ballots to record holders of such Claims, including, without limitation, representatives such as brokers, banks, commercial banks, trust companies, dealers, or other agents or nominees (collectively, the “**Nominees**”). Once the Voting Record Date has passed, the Debtors will cause to be distributed, to each Nominee, reasonably sufficient numbers of Solicitation Packages, including a Master Ballot (as hereinafter defined) and sufficient Beneficial Holder Ballots (the “**Beneficial Holder Ballots**”), to distribute via first class mail to the beneficial holders of the Claims in Classes 5 and 6 as of the Voting Record Date for whom such Nominee acts (collectively, the “**Beneficial Holders**”).

57. The Debtors request that the Court require such Nominees, upon receipt of the Solicitation Packages, to promptly distribute such Solicitation Packages (including Beneficial Holder Ballots) to Beneficial Holders using the following method **within five (5) business days** of receipt of the Solicitation Packages:

The Nominee shall obtain the votes of Beneficial Holders by forwarding to the Beneficial Holders the unsigned Beneficial Holder Ballots, together with the Solicitation Package, a pre-addressed, postage-paid return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Holder must then indicate his, her, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to the Nominee. After collecting the Beneficial Holder Ballots, the Nominee should, in turn, complete a master ballot (the “**Master Ballot**”) compiling the votes and other information from the Beneficial Holder Ballots, execute the Master Ballot, and deliver the Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline. All copies of Beneficial Holder Ballots returned by Beneficial Holders should also be forwarded to the Voting Agent (along with the Master Ballot). Each Nominee should advise its Beneficial Holders to return their Beneficial Holder Ballots to the Nominee by a date calculated by the Nominee to allow it sufficient time to prepare and return the Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline.

G. The Voting Deadline

58. Bankruptcy Rule 3017(c) provides that, “[o]n or before approval of [a] disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject [a] plan. . . .” Fed. R. Bankr. P. 3017(c). The Debtors anticipate mailing substantially all of the Solicitation Packages by **no later than five (5) business days** after entry of the Proposed Order. Based on such schedule, the Debtors propose that, to be counted as a vote to accept or reject the Plan, each Ballot must be properly executed, completed, and delivered to the Voting Agent: (a) by first-class mail in the return envelope provided with each Ballot; (b) by overnight courier; or (c) by hand delivery, so that it is **actually received** by the

Voting Agent no later than a date fixed by the Court (the “**Voting Deadline**”). The Debtors submit that the proposed **[forty-five (45)] day** solicitation period is a sufficient period within which creditors can make an informed decision whether to accept or reject the Plan.

H. Tabulation Procedures

59. In addition, the Debtors request that the following procedures apply to tabulating Ballots:

- (a) Whenever a creditor casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect such creditor’s intent, and thus, to supersede any prior Ballot.
- (b) Whenever a creditor casts a Ballot that is properly completed, executed and timely returned to the Voting Agent, but does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.
- (c) Whenever a creditor casts a Ballot that is properly completed, executed, and timely returned to the Voting Agent, but indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.
- (d) A creditor shall be deemed to have voted the full amount of its Claim in each class and shall not be entitled to split its vote within a particular class or between more than one Debtor. Any creditor’s Ballot that partially accepts and partially rejects the Plan, between the same or multiple Debtors, will not be counted.
- (e) A creditor who holds Claims against more than one Debtor who casts a single Ballot shall have its votes counted separately with respect to each such Debtor.
- (f) Whenever a creditor casts multiple Ballots received by the Voting Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.
- (g) The Beneficial Holder Ballots provided to Beneficial Holders will reflect the principal amount of such Beneficial Holder’s Claim; however, when tabulating votes, the Voting Agent may adjust the amount of such Beneficial Holder’s Claim by multiplying the principal amount by a factor that reflects all amounts accrued between the Petition Date and the Voting Record Date including, without limitation, interest.
- (h) The following Ballots shall not be counted:

- i. Any Ballot received after the Voting Deadline, unless the Debtors, with the consent of the Creditors' Committee and the Requisite Plan Sponsors, not to be unreasonably withheld, shall have granted an extension of the Voting Deadline in writing with respect to such Ballot;
 - ii. Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
 - iii. Any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan;
 - iv. Any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;
 - v. Any unsigned Ballot;
 - vi. Any Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or
 - vii. Any Ballot transmitted to the Voting Agent by facsimile or other means not specifically approved herein.
- (i) A holder of Claims in more than one Class must use separate Ballots for each Class of Claims.

60. To assist in the solicitation process, the Debtors request that the Court grant the Voting Agent the authority to contact parties that submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies.

61. Pursuant to Local Rule 3018-1, the Debtors or their Voting Agent must "file a ballot certification which identifies the number of allowed claims of each class accepting or rejecting the plan and the amount of allowed interests of each class accepting or rejecting the plan" (the "**Ballot Certification**"). Local Rule 3018-1. The Debtors propose that the Ballot Certification must be filed on a date fixed by the Court.

Rights Offering Procedures

62. In connection with the Plan, after having obtained approval of the procedures set forth in Section XIII of the Disclosure Statement and summarized below (the

“**Rights Offering Procedures**”)⁵ by entry of the Proposed Order, Reorganized CHC will launch a rights offering to Eligible Offerees (defined below) (the “**Rights Offering**”), pursuant to which the Eligible Offerees will be offered a right (each, a “**Subscription Right**”) to purchase up to such Eligible Offeree’s Pro Rata portion of \$433.3 million aggregate principal amount of New Second Lien Convertible Notes at an aggregate purchase price of \$300.0 million.

63. Only Eligible Offerees (as defined herein) may participate in the Rights Offering. An “**Eligible Offeree**” is a holder or transferee of an Allowed Senior Secured Notes Claim or an Allowed Unsecured Notes Claim, in each case who is an “accredited investor” (an “**Accredited Investor**”) within the meaning of Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”), as of the Rights Offering Record Date (as defined below). A “**Non-Eligible Offeree**” is a holder of an Allowed Senior Secured Notes Claim or an Allowed Unsecured Notes Claim that is not an Accredited Investor. In lieu of a Subscription Right, Non-Eligible Offerees will be given the opportunity to receive a substitute distribution consisting of additional New Membership Interests in Reorganized CHC (a “**Substitute Distribution**”), as described in more detail in the Rights Offering Procedures, Plan and Disclosure Statement

64. To exercise its Subscription Right in the Rights Offering, an Eligible Offeree must directly or through its applicable broker, dealer, commercial bank, trust company, or other agent (the “**Subscription Nominee**”) (i) complete the offering form and Solicitation Package, entitling such Eligible Offeree to exercise its Subscription Right, in whole or in part,

⁵ In the event of any inconsistency between the Rights Offering Procedures as set forth in Section XIII of the Disclosure Statement and the description set forth herein, the terms of the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement shall govern.

(the “**Offering Form**”)⁶, and (ii) pay the purchase price (other than the Backstop Parties) which (x) in the case of holders of an Allowed Senior Secured Notes Claim, is an amount equal to its Pro Rata share of \$280.0 million (which will purchase its Pro Rata share of approximately \$404.4 million in face amount of the New Second Lien Convertible Notes as of the Effective Date) and (y) in the case of holders of an Allowed Unsecured Notes Claim, is an amount equal to its Pro Rata share of \$20.0 million (which will purchase its Pro Rata share of approximately \$28.9 million in face amount of the New Second Lien Convertible Notes as of the Effective Date) (in each case, as applicable, the “**Purchase Price**”). The Pro Rata share will be calculated as the proportion that an Eligible Offeree’s Allowed Senior Secured Notes Claim or Allowed Unsecured Notes Claim, as applicable, bears to the aggregate amount of all Allowed Senior Secured Notes Claims or Allowed Unsecured Notes Claims, respectively, as of **Tuesday, December 20, 2016** (the “**Rights Offering Record Date**”), rounded down to the nearest dollar.

65. Each Eligible Offeree may exercise all, some, or none of its Subscription Right, and the Purchase Price for such Eligible Offeree will be adjusted accordingly.

66. The Rights Offering will be backstopped by the Backstop Parties. Each of the Backstop Parties, severally and not jointly,⁷ has agreed, pursuant to the terms and conditions of the Backstop Agreement, to purchase all New Second Lien Convertible Notes that are not purchased by other Eligible Offerees pursuant to the Rights Offering (the “**Unsubscribed Notes**”) on a pro rata basis in accordance with the percentages set forth in Exhibit A to the Backstop Agreement. Pursuant to the terms and conditions of the Backstop Agreement, the

⁶ The Debtors will file a copy of the Offering Form with this Court prior to the hearing on the Disclosure Statement.

⁷ Pursuant to the Backstop Agreement, each Backstop Commitment Party is liable for its pro rata share of the Backstop Commitment of any Backstop Commitment Party that breaches its obligations under the Backstop Agreement, up to an aggregate amount of \$20.0 million for all Backstop Parties, as more fully set forth in the Backstop Agreement.

Debtors will pay the Backstop Parties the Put Option Premium subject to the terms and conditions in the Backstop Agreement.

67. Eligible Offerees are not entitled to over-subscription rights. Any Unsubscribed Notes will not be offered to other Eligible Offerees, but will instead be purchased by the Backstop Parties in accordance with the Backstop Agreement.

68. In addition, as set forth in more detail in the Rights Offering Procedures, Eligible Offerees who participate in the Rights Offering and Non-Eligible Offerees who participate in the Substitute Distribution are required to make certain agreements, representations, and acknowledgements, and are subject to certain transferability restrictions and limitations on revocation.

69. The Rights Offering shall commence on the day upon which the Offering Forms are distributed in connection with the solicitation and acceptances of the Plan (the “**Rights Commencement Date**”), which is expected to be no later than **five (5)** Business Days (as defined in the Backstop Agreement) after entry of the Proposed Order, the Rights Offering shall expire at **5:00 p.m. (CT)** on the Voting Deadline, or such other date as Reorganized CHC or CHC Parent may agree, subject to the reasonable consent of the Creditors’ Committee and the Requisite Backstop Parties (as defined in the Rights Offering Procedures) (the “**Rights Expiration Time**”). The proposed duration of the Rights Offering will afford Eligible Offerees **[45] days** to participate in the Rights Offering, and is reasonable under the circumstances. To validly exercise Subscription Rights, Offering Forms and Purchase Price Funds from participating Eligible Offerees (other than the Backstop Parties) must be actually received by the Subscription Agent on or before the Rights Expiration Time.

70. If an Eligible Offeree fails to validly exercise its Subscription Right in accordance with the Rights Offering Procedures, such Eligible Offeree shall be deemed to have irrevocably relinquished and waived its Subscription Right.

71. The payments made to purchase New Second Lien Convertible Notes pursuant to the Rights Offering (the “**Rights Offering Funds**”) shall be submitted to the Subscription Agent, who shall deposit and hold such funds in an escrow account until the Effective Date (the “**Rights Offering Escrow Account**”). The Rights Offering Funds shall not be used for any purpose other than to release the funds as directed by Reorganized CHC or CHC Parent on the Effective Date or as otherwise set forth in the Rights Offering Procedures or in the Plan and, until released in accordance with the foregoing, the Rights Offering Funds will not be deemed part of the Debtors’ estates. The Rights Offering Funds shall not be encumbered by any lien, encumbrance, or cash collateral obligation. No interest will be paid to participating Eligible Offerees on account of any amounts paid in connection with their exercise of Subscription Rights under any circumstances.

72. Courts in this and other districts have granted similar relief in approving rights offerings. *See, e.g., In re Energy & Exploration Partners, Inc., et al.*, Ch. 11 Case No. 15-44931 (RFN) (Bankr. N.D. Tex. Mar. 18, 2016) (Docket No. 537) (approving a 25-day rights offering period); *In re Reddy Ice Holdings Inc.*, Ch. 11 Case No. 12-32349 (Bankr. N.D. Tex. Apr. 19, 2012) (Docket No. 105) (approving similar rights offering procedures); *In re Doctors Hosp. 1997, L.P.*, Ch. 11 Case No. 05-35291 (JB) (Bankr. S.D. Tex. May 8, 2006) (Docket No. 621); *In re Satelites Mexicanos, S.A. de C.V.*, Ch. 11 Case No 11-11035 (CSS) Bankr. D. Del. Apr. 13, 2011 (Docket No. 127) (approving a 12-days rights offering period).

73. The New Second Lien Convertible Notes issued to the Eligible Offerees participating in the Rights Offering and the New Membership Interests issuable upon the conversion thereof (together, the “**New Securities**”) will be offered in the Rights Offering pursuant to an exemption from registration under the Securities Act, and any other applicable federal and state securities laws pursuant to Regulation D under the Securities Act, and may not be resold or otherwise transferred, without registration under the Securities Act or an exemption therefrom, or any applicable federal and state securities laws. Therefore, to the extent a certificate is issued in conjunction with the issuance of the New Securities, such certificate may contain (or each book entry position shall be deemed to contain) a restricted securities legend in form and substance substantially similar to the following:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, AND ACCORDINGLY THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

74. There is not and there may not be a public market for the New Securities, and Reorganized CHC does not intend to seek any listing of the New Securities on any national securities exchange or other trading market of any type whatsoever. Accordingly, there can be no assurance that an active trading market for the New Securities will ever develop or, if such a market does develop, that it will be maintained. The Disclosure Statement includes information relating to the risks associated with the Rights offering in sections X.D, X.E, and X.F.

75. The Substitute Distribution will be distributed pursuant to section 1145 of the Bankruptcy Code and may generally be resold or otherwise transferred without registration under the Securities Act or any other applicable federal and state securities laws.

76. The Debtors submit that the Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale or purchase of a security, offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or a newly organized successor to the debtor under the plan, is not liable, on account of participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

77. Any and all disputes concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights, or the right to receive the Substitute Distribution, shall be addressed in good faith by Reorganized CHC or CHC Parent, in consultation with the Creditors' Committee and the Requisite Backstop Parties, the determinations of which shall be final and binding. Reorganized CHC or CHC Parent, in consultation with the Creditors' Committee and the Requisite Backstop Parties, may (i) waive any defect or irregularity, or permit a defect or irregularity to be corrected, within such times as it may determine in good faith to be appropriate or (ii) reject the purported exercise of any Subscription Right for which an Offering Form and/or payment includes defects or irregularities. Offering Forms shall be deemed not to have been properly completed until all irregularities have been waived or cured. Reorganized CHC and CHC Parent reserve the right to give notice to any Eligible Offeree or Non-Eligible Offeree regarding any defect or

irregularity in connection with any purported exercise of a Subscription Right or a right to receive a Substitute Distribution, or the completion or delivery of any Offering Form, and Reorganized CHC or CHC Parent, in consultation with the Creditors' Committee and the Requisite Backstop Parties, may permit such defect or irregularity to be cured; it being understood, that none of Reorganized CHC or CHC Parent, the Subscription Agent, or the Backstop Parties (or any of their respective officers, directors, employees, agents or advisors) shall incur any liability for failure to give such notification.

78. All exercises of Subscription Rights, and the distribution of the Substitute Distribution, are subject to and conditioned upon the effectiveness of the Plan. In the event that (i) the Rights Offering is terminated, (ii) the Debtors revoke or withdraw the Plan or (iii) the Effective Date has not occurred by the 31st day after the Bankruptcy Court's entry of the Confirmation Order (unless such date is extended in accordance with the terms of the Plan Support Agreement or the Backstop Agreement) or the conditions precedent to the occurrence of the Effective Date shall not have been satisfied or waived in accordance with the Plan, the Subscription Agent shall, within five (5) Business Days of such event, return all Rights Offering Funds held in the Rights Offering Escrow Account to each respective Eligible Offeree, without any interest.

79. Accordingly, the Debtors are seeking this Court's approval of the Rights Offering Procedures in connection with the approval of the Proposed Disclosure Statement and respectfully submit that the Rights Offering Procedures are reasonable, in furtherance of the Plan, and in the best interests of the Debtors and their estates.

Confirmation

A. The Confirmation Hearing

80. Bankruptcy Rule 3017(c) provides that, “[o]n or before approval of the disclosure statement, the court . . . may fix a date for the hearing on confirmation” of a chapter 11 plan. Fed. R. Bankr. P. 3017(c). Pursuant to Bankruptcy Rule 2002(b), creditors must receive at least twenty-eight (28) days’ notice of a confirmation hearing. In accordance with these rules, and in view of the Debtors’ proposed solicitation schedule outlined herein, the Debtors request that a hearing on confirmation of the Plan (the “**Confirmation Hearing**”) be scheduled on a date fixed by the Court. The Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open Court or as indicated in any notice of agenda of matters scheduled for hearing filed with the Court. The Debtors request that the Court find that the proposed date for the Confirmation Hearing is in compliance with the Bankruptcy Rules and the Local Rules, and will enable the Debtors to pursue confirmation of the Plan in a timely fashion.

B. Objection Procedures

81. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served “within a time fixed by the court.” Fed. R. Bankr. P. 3020(b)(1). Local Rule 3020-1 provides that unless the court orders otherwise, objections to confirmation of a plan must be filed and served “no later than 4 days prior” to the Confirmation Hearing. Local Rule 3020-1. Bankruptcy Rule 2002(b) provides that parties must receive at least twenty-eight (28) days’ notice of the deadline for filing objections to confirmation. Accordingly, and in view of the Debtors’ proposed solicitation schedule outlined herein, the Debtors propose a date fixed by the Court as the deadline to object or respond to confirmation of the Plan (the “**Plan Objection Deadline**”).

82. The Debtors request that objections and responses, if any, to confirmation of the Plan: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; and (d) provide the basis for the objection and the specific grounds thereof.

83. The Debtors further request that registered users of the Bankruptcy Court's case filing system must electronically file their objections and responses on or before the Plan Objection Deadline. All other parties in interest must file their objections and responses in writing, together with proof of service thereof, with the United States Bankruptcy Court Clerk's Office, Earle Cabell Federal Building, 1100 Commerce St., Courtroom #2, 14th Floor, Dallas, TX 75242, on or before the Plan Objection Deadline.

84. Any objection or response also must be served upon and received by the Objection Notice Parties no later than the Plan Objection Deadline. Pursuant to Bankruptcy Rule 3020(b), "if no objection is timely filed, the [C]ourt may determine that the plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues." Fed. R. Bankr. P. 3020(b).

85. The Debtors submit that, if there are objections to confirmation, it will assist the Court and may expedite the Confirmation Hearing if the Debtors reply to any such objections. Accordingly, the Debtors request that they be authorized to file and serve an omnibus reply (the "**Omnibus Reply**") to any such objections and that the Court establish a date to be determined as the deadline for filing and service of replies or an Omnibus Reply to any objections to confirmation of the Plan.

86. The Debtors also request that the Court establish a date to be determined as the deadline for the Debtors to file their brief in support of confirmation of the Plan a date fixed by the Court (the “**Confirmation Brief**”).

87. The Debtors respectfully request that the Court approve the procedures for filing objections to the Plan and replies thereto and find that such procedures comply with Bankruptcy Rules 2002 and 3020.

C. Plan Supplement

88. Pursuant to the Plan, the Debtors intend to file a “**Plan Supplement**” consisting of a supplemental appendix to this Plan which shall be consistent with the Plan Support Agreement and contain, among other things, substantially final forms of the Management Incentive Plan term sheet, the Amended Certificates of Incorporation of the applicable Reorganized Debtors, the Amended By-Laws of the applicable Reorganized Debtors, the Reorganized CHC Operating Agreement, the [Exit Revolving Credit Agreement], the Amended and Restated ABL Credit Agreement, the PK Financing Facility Documents (if applicable), the New Second Lien Convertible Notes Indenture, the New Unsecured Notes Indenture, the New Intercreditor Agreement (if applicable), the Schedule of Assumed Contracts and Leases, the Schedule of Rejected Contracts and Leases, the Schedule of Assumed Aircraft Leases, the Schedule of Rejected Aircraft Leases, the Schedule of Assumed Compensation and Benefit Plans, and, with respect to the members of the New Board and officers of the Reorganized Debtors, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; *provided*, that, through the Effective Date, the Debtors shall have the right to amend the documents contained in, and the exhibits to, the Plan Supplement in accordance with the terms of the Plan and the Plan Support Agreement. Each of the Plan

Supplement documents shall be in form and substance reasonably acceptable to the Debtors, the Creditors Committee, the Requisite Plan Sponsors, and, to the extent set forth in the Plan Support Agreement, Milestone and the Individual Creditor Parties, *provided however* that all Governance Matters (as defined in the Plan Support Agreement) shall be consistent in all material respects with the Plan Term Sheet, and determined by the Requisite Plan Sponsors in their sole discretion, in consultation with the Debtors and the Creditors' Committee (and, solely to the extent the terms of such agreement materially, adversely, disproportionately and directly affect the Individual Creditor Parties, in consultation with the Individual Creditor Parties), and otherwise in accordance with the Plan Support Agreement.

89. The Debtors request that the Court authorize Debtors to file the Plan Supplement with the Bankruptcy Court no later than ten (10) calendar days before the Voting Deadline (the “**Plan Supplement Filing Deadline**”).

90. The Debtors submit that the Plan Supplement Filing Deadline is prudent and attainable under the circumstances of these chapter 11 cases. Thus, the Debtors respectfully request that the Court approve the Plan Supplement Filing Deadline.

D. Confirmation Hearing Notice

91. Pursuant to Bankruptcy Rule 3017(d), notice of a plan confirmation objection deadline and hearing must be provided to all creditors and equity security holders in accordance with Bankruptcy Rule 2002. Bankruptcy Rules 2002 requires notice to, among others, all creditors, indenture trustees, and equity security holders of the time set for filing objections to, and the hearing to consider confirmation of a plan. In addition, Bankruptcy Rule 2002(c)(3) provides that if a plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code, the plan confirmation notice must include, in conspicuous

language, a statement that the plan proposes an injunction, a brief description of the nature of the injunction, and identification of the entities that would be subject to such injunction. Fed. R. Bankr. P. 3020(b).

92. In accordance with the foregoing, in addition to including the notice in the Solicitation Packages, by **no later than five (5) business days** after entry of the Proposed Order, the Debtors propose to provide a copy of the Confirmation Hearing Notice setting forth (a) the Voting Deadline, (b) the Plan Objection Deadline and procedures for filing objections and responses to confirmation of the Plan, (c) the time, date, and place for the Confirmation Hearing, and (d) information about the Plan injunctions in compliance with Bankruptcy Rule 2002(c)(3) with service provided by electronic and/or first class mail on the Notice Parties.

93. In addition to mailing the Confirmation Hearing Notice, the Debtors shall submit the Confirmation Hearing Notice for publication in *The Wall Street Journal* (Global Edition—North America, Europe, and Asia), *The Globe and Mail*, and *Cayman Gazette* **within five (5) business days** after the entry of the Proposed Order approving the Disclosure Statement or as soon as practicable thereafter.

94. The Debtors submit that the foregoing notice procedures comply with all notice requirements under Bankruptcy Rules 3017(d) and 2002. Accordingly, the Debtors request that the Court find that such notice is due and proper and no further notice is necessary.

Notice

95. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Motion shall be given 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., Anupama Yerramalli, Esq., and Rachael Ringer, Esq.) and Gardere Sewell Wynne LLP, 2021 McKinney Avenue, Suite 1600,

Dallas, Texas 75201 (Attn: Marcus A. Helt, Esq. and Mark C. Moore, 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. and Jason P. Rubin, Esq.), 1333 New Hampshire Ave. N.W., Washington D.C. 20036 (Attn: James Savin, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement; (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq., Andrew V. Tenzer, Esq., and Michael E. Comerford, Esq.), counsel to the administrative agent under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020; (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021; (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020; (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021; (x) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279; (xi) the Securities and Exchange Commission; (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242; (xiii) the Internal Revenue Service; (xiv) Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Michael G. Burke Esq.), counsel

to Milestone and its affiliates; and (xv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that no further notice of this Motion is required.

No Previous Request

96. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as it deems just and proper.

Dated: November 11, 2016
Dallas, Texas

/s/ Stephen A. Youngman

WEIL, GOTSHAL & MANGES LLP

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-and-

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

Attorneys for Debtors and Debtors in Possession

EXHIBIT A**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 B

Proposed Order

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

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

**ORDER (I) APPROVING PROPOSED DISCLOSURE
STATEMENT AND FORM AND MANNER OF NOTICE OF DISCLOSURE
STATEMENT HEARING, (II) ESTABLISHING SOLICITATION AND VOTING
PROCEDURES, (III) ESTABLISHING RIGHTS OFFERING PROCEDURES
(IV) SCHEDULING CONFIRMATION HEARING AND (V) ESTABLISHING NOTICE
AND OBJECTION PROCEDURES FOR CONFIRMATION OF THE PROPOSED
PLAN PURSUANT TO SECTIONS 105, 1125, 1126, 1128, AND 1145 OF THE
BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 3001, 3003, 3016, 3017,
3018, 3020, AND 9006 AND LOCAL RULES 2002-1, 3017-1, 3018-1, AND 3020-1**

Upon the Motion, dated November 11, 2016 (the “**Motion**”),¹ of CHC Group Ltd.
and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the

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

“**Debtors**”), for an order pursuant to sections 105, 1125, 1126, 1128, and 1145 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 3001, 3003, 3016, 3017, 3018, 3020, and 9006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rules 2002-1, 3017-1, 3018-1, and 3020-1, of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the “**Local Rules**”) for (a) approval of the form and manner of notice and hearing to consider the Proposed Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors [Docket No. 1712] (the “**Proposed Disclosure Statement**”), (b) approval of the Proposed Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, (c) approving the proposed procedures of the Rights Offering (the “**Rights Offering Procedures**”), (d) scheduling a hearing (the “**Confirmation Hearing**”) to consider confirmation of the proposed Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors [Docket No. 1711] (the “**Plan**”), (e) approval of the solicitation procedures for the Plan, and (f) approval of confirmation procedures for the Plan, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas (the “**U.S. Trustee**”), (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 2021 McKinney Avenue, Suite 1600, Dallas, Texas 75201 (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer

& Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq. and Jason P. Rubin, Esq.), 1333 New Hampshire Ave. N.W., Washington D.C. 20036 (Attn: James Savin, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq., Andrew V. Tenzer, Esq., and Michael E. Comerford, Esq.), counsel to the administrative agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020, (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021, (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020, (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021, (x) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279, (xi) the Securities and Exchange Commission, (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xiii) the Internal Revenue Service, (xiv) Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Michael G. Burke Esq.), counsel to Milestone and its affiliates, and (xv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002 (collectively, the

“**Notice Parties**”); and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “**Disclosure Statement Hearing**”); and upon the appearances of all interested parties having been noted in the record of the Disclosure Statement Hearing; and upon the record of the Disclosure Statement Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND AND DETERMINED THAT:

1. The procedures described in the Motion pursuant to which the Debtors provided notice to parties of the time, date, and place of the Disclosure Statement Hearing and the Disclosure Statement Objection Deadline, including the form and content of the Disclosure Statement Notice, provided due, proper, and adequate notice, comport with due process, and comply with Bankruptcy Rules 2002 and 3017 and Local Rules 2002-1 and 3017-1. No further notice is required.
2. The Proposed Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code and complies with Bankruptcy Rule 3016(c). No further information is necessary.
3. The procedures set forth in the Motion for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018.

4. Pursuant to the Plan, holders of Claims in Class 3 (Revolving Credit Agreement Claims), Class 4 (ABL Credit Agreement Claims), Class 5 (Senior Secured Notes Claims), Class 6 (Unsecured Notes Claims), Class 7 (General Unsecured Claims), and Class 8 (Convenience Claims) are impaired and are entitled to receive distributions under the Plan. Accordingly, holders of Allowed Claims in such classes are entitled to vote on account of such Claims (to the extent set forth herein).

5. Pursuant to the Plan, holders of Claims in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 9 (Intercompany Claims), and Class 11 (Intercompany Interests) are Unimpaired and, accordingly, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan and are not entitled to vote on account of such Interests.

6. Pursuant to the Plan, holders of Interests in Class 10 (Existing CHC Interests) are Impaired and will receive no recovery and, accordingly, pursuant to section 1126(g) of the Bankruptcy Code, are conclusively presumed to reject the Plan and are not entitled to vote on account of such Interests.

7. The proposed procedures for distribution and contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties of the Voting Record Date, Voting Deadline, Rights Offering Expiration, Plan Objection Deadline, Confirmation Hearing, and other related matters.

8. The Notices of Non-Voting Status, substantially in the form attached hereto as **Exhibits 10 and 11**, comply with the Bankruptcy Code, applicable Bankruptcy Rules, and applicable Local Rules and, together with the Confirmation Hearing Notice, provide adequate notice to holders of Claims and Interests in Class 1 (Other Priority Claims), Class 2

(Other Secured Claims), and Class 10 (Existing CHC Interests) of their non-voting status. No further notice is necessary.

9. The ballots substantially in the forms annexed hereto as **Exhibits 2, 3, 4, 5, 6, 7, 8, and 9** (collectively, the “**Ballots**”), including all voting instructions provided therein, are consistent with Official Bankruptcy Form No. B 314, address the particular needs of these chapter 11 cases, and provide adequate information and instructions for each individual entitled to vote to accept or reject the Plan. No further information or instructions are necessary.

10. The period proposed by the Debtors in the Motion during which the Debtors will solicit votes to accept the Plan is a reasonable and sufficient period of time for holders of Claims in the Voting Classes to make an informed decision regarding whether to accept or reject the Plan and timely return Ballots evidencing such decision.

11. The procedures set forth in the Motion for tabulating Ballots are fair and appropriate.

12. The Rights Offering Procedures, as set forth in Section XIII of the Disclosure Statement, are fair and appropriate.

13. The Offering Form, including all instructions provided therein, provide adequate information and instructions for each individual entitled to participate in the Rights Offering. No further information or instructions are necessary.

14. The procedures set forth in the Motion regarding notice to all parties of the Confirmation Hearing and the Plan Objection Deadline, including the form and content of the Confirmation Hearing Notices, provide due, proper, and adequate notice, comport with due process and comply with Bankruptcy Rules 2002, 3017 and 3020. No further notice is required.

15. All other notices to be provided pursuant to the procedures set forth in the Motion are good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing. No further notice is required.

16. The legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Proposed Disclosure Statement contains adequate information in accordance with section 1125 of the Bankruptcy Code and is **APPROVED**.
3. The Disclosure Statement (including all applicable exhibits thereto) provides sufficient notice of the proposed injunction, exculpation, and release provisions contained in Sections 10.7, 10.8, and 10.9 of the Plan, in accordance with Bankruptcy Rule 3016(c).
4. The form and manner of service of the Disclosure Statement Notice complied with all applicable Bankruptcy Rules and Local Rules and no further notice is necessary.
5. All objections, if any, to the Proposed Disclosure Statement, the Motion, or any of the procedures or exhibits referenced therein that have not been withdrawn or resolved as provided for in the record of the Disclosure Statement Hearing are overruled.

Solicitation Procedures

Parties Entitled to Vote

6. Pursuant to the Plan, the following classes are Impaired but entitled to receive distributions under the Plan and, thus, may vote to accept or reject the Plan, subject to certain exceptions discussed below (collectively, the “**Voting Classes**”):

Class	Description
Class 3	Revolving Credit Agreement Claims
Class 4	ABL Credit Agreement Claims
Class 5	Senior Secured Notes Claims
Class 6	Unsecured Notes Claims
Class 7	General Unsecured Claims
Class 8	Convenience Claims

7. A creditor who holds a Claim in a Voting Class is nonetheless not entitled to vote to the extent that:

- (a) as of the Voting Record Date (as defined below), the outstanding amount of such creditor’s Claim is zero (\$0.00);
- (b) as of the Voting Record Date, such creditor’s Claim has been disallowed, expunged, disqualified or suspended;
- (c) such creditor has not filed a proof of claim as of the Voting Record Date and the Debtors have not scheduled such creditor’s Claim or scheduled such creditor’s claim in an undetermined amount or as contingent, unliquidated, or disputed; or
- (d) such creditor’s Claim is subject to an objection or request for estimation as of the Voting Record Date, subject to the procedures set forth below.

8. Pursuant to the Plan, the Unimpaired Classes are conclusively deemed to accept the Plan and, accordingly, are not entitled to vote on the plan.

9. Holders of Existing CHC Interests are expected to receive no recovery under the Plan. Such holders are deemed to reject the Plan and are not entitled to vote on the plan.

10. Holders of Claims or Interests in the following classes constitute the Non-Voting Classes:

Class	Description	Impairment	Acceptance / Rejection
Class 1	Other Priority Claims	Unimpaired	Deemed to accept
Class 2	Other Secured Claims	Unimpaired	Deemed to accept
Class 9	Intercompany Claims	Unimpaired	Deemed to accept
Class 10	Existing CHC Interests	Impaired	Deemed to reject
Class 11	Intercompany Interests	Unimpaired	Deemed to accept

Temporary Allowance / Disallowance of Claims

11. Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a Claim, and without prejudice to the rights of the Debtors in any other context, each Claim within a Voting Class is temporarily Allowed in an amount equal to the amount of such Claim either as set forth in the Schedules or in a properly filed proof of claim; *provided, however*, that:

- (a) If a proof of claim was timely filed by the Voting Record Date in an amount that is liquidated, non-contingent, and undisputed, such Claim is temporarily Allowed for voting purposes in the amount set forth on such proof of claim, unless such Claim is listed in the Schedules as contingent, unliquidated, or disputed, or otherwise is disputed as set forth in subparagraph (f) below (in which case, such Claim is disallowed for voting purposes);
- (b) If a Claim has been estimated or otherwise Allowed for voting purposes by order of this Court, such Claim is temporarily Allowed in the amount so estimated or Allowed by this Court;
- (c) If a Claim is listed in the Schedules as contingent, unliquidated, or disputed and a proof of claim has not yet been timely filed as of the Voting Record Date, such Claim is disallowed for voting purposes (and pursuant to this Court's prior order, also for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c));
- (d) If a proof of claim was timely filed by the Voting Record Date in an amount that is contingent or unliquidated, such Claim is accorded one vote and valued temporarily in the amount of one dollar (\$1.00), unless such

Claim is listed in the Schedules as contingent, unliquidated, or disputed, or otherwise is disputed as set forth in subparagraph (f) below;

- (e) If a Claim is listed in the Schedules or on a proof of claim timely filed by the Voting Record Date as contingent, unliquidated, or disputed in part, such Claim is temporarily Allowed in the amount that is liquidated, non-contingent, and undisputed, unless such Claim is disputed as set forth in subparagraph (f) below; and
- (f) If the Debtors have filed an objection to or a request for estimation of a Claim on or before [___], [___], **201_**, such Claim is temporarily disallowed for voting purposes, except as ordered by the Court before the Voting Deadline; *provided, however*, that, if the Debtors' objection seeks only to reclassify or reduce the Allowed amount of such Claim, then such Claim is temporarily Allowed for voting purposes in the reduced amount and/or as reclassified (as applicable), except as may be ordered by this Court before the Voting Deadline.

12. If any creditor seeks to challenge the allowance of its Claim for voting purposes, such creditor shall file with this Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a **"Rule 3018(a) Motion"**). Upon the filing of any such motion, such creditor's Ballot shall be counted in accordance with the above-designated guidelines, unless temporarily Allowed in a different amount by an order of this Court entered prior to or concurrent with entry of an order confirming the Plan. Any Rule 3018(a) Motion must be filed on or before [____], [____], **201_** at [__:00 __.m.] (prevailing Central Time).

The Voting Record Date

13. The Voting Record Date shall be set as [___, ___, **201_**]. Only holders of Claims in Class 3 (Revolving Credit Agreement Claims), Class 4 (ABL Credit Agreement Claims), Class 5 (Senior Secured Notes Claims), Class 6 (Unsecured Notes Claims), Class 7 (General Unsecured Claims), and Class 8 (Convenience Claims) as of the Voting Record Date who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan.

14. The record holders of Claims shall be determined, as of the Voting Record Date, based upon the records of the Debtors and the Voting Agent. Accordingly, any notice of claim transfer received by the record holder of the Debtors' debt securities, the Debtors, the Voting Agent, or other similarly situated registrar after the Voting Record Date shall not be recognized for purposes of voting or receipt of the Plan confirmation materials.

15. With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001(e), the transferee shall be entitled to receive a Solicitation Package and, if the holder of such Claim is otherwise entitled to vote with respect to the Plan, cast a Ballot on account of such Claim only if: (a) all actions necessary to transfer such Claim are completed by the Voting Record Date or (b) the transferee files by the Voting Record Date (i) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote or election on the Plan made by the holder of such Claim as of the Voting Record Date.

Solicitation Packages

16. The Solicitation Packages are **APPROVED**.

17. The Debtors shall mail the Solicitation Packages **no later than five (5) business days** following the date of entry of the Proposed Order (the "**Solicitation Date**") to (i) the U.S. Trustee, (ii) holders of Claims in Voting Classes entitled to vote on the Plan as of the Voting Record Date, and (iii) holders of Claims in Class 10 (Existing CHC Interests), as required by Bankruptcy Rule 3017(d).

18. Solicitation Packages shall contain a copy of:

- (a) this Order (without attachments);
- (b) the Confirmation Hearing Notice;

- (c) a CD-ROM containing the Disclosure Statement, which shall include the Plan as an attachment (except as provided below); and
- (d) if the recipient is entitled to vote on the Plan, a Ballot customized for such holder in the form described below, and a postage-prepaid return envelope; and
- (e) if the recipient is a holder of a Class 5 (Senior Secured Notes Claim) or a Class 6 (Unsecured Notes Claim), an Offering Form
- (f) if the recipient is a holder of a Claim or Interest in a Non-Voting Class and, therefore, not entitled to vote on the Plan (as set forth herein), then only the Confirmation Hearing Notice and the applicable Notice of Non-Voting Status as defined and described more fully in the Motion.

19. In addition, recipients in Classes 6 and 7 who are entitled to vote on the Plan shall receive a copy of a letter from the Creditors Committee recommending that unsecured creditors vote to accept the Plan.

20. Any creditor for which service by CD-ROM poses a hardship may request an additional copy of the Disclosure Statement (and attachments) in paper format by contacting KCC by email at chcinfo@kcc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Upon receipt of a telephonic or written request, the Debtors will provide such creditor with a paper copy of the Plan and the Disclosure Statement at no cost to the creditor **within five (5) days** thereafter.

21. The Debtors shall not be required to send Solicitation Packages to creditors that have Claims that have already been paid in full; *provided, however*, that if any such creditor would be entitled to receive a Solicitation Package for any other reason, then the Debtors shall send such creditor a Solicitation Package in accordance with the procedures set forth herein.

22. With respect to addresses from which Solicitation Packages are returned as undeliverable by the United States Postal Service, the Debtors are excused from mailing

Solicitation Packages or any other materials related to voting or confirmation of the Plan to those entities listed at such addresses unless the Debtors are provided with accurate addresses for such entities before the Voting Deadline, and failure to mail Solicitation Packages or any other materials related to voting or confirmation of the Plan to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline and shall not constitute a violation of Bankruptcy Rule 3017.

Notice of Non-Voting Status

23. The Notice of Non-Voting Status is **APPROVED**.

24. To the holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims), the Debtors shall send a Notice of Non-Voting Status – Unimpaired Classes substantially in the form attached hereto as **Exhibit 10**.

25. To the holders of Interests in Class 10 (Existing CHC Interests), the Debtors shall send a Notice of Non-Voting Status – Deemed to Reject Class substantially in the form attached hereto as **Exhibit 11** in lieu of a Ballot in the Solicitation Package.

Ballots

26. The Ballots are **APPROVED**.

27. The Voting Deadline shall be [_____, _____], 201_ at 5:00 p.m. (prevailing Central Time).

28. All Ballots must be properly executed, completed, and delivered to the Voting Agent by first-class mail, overnight courier, or hand delivery, so that they are **actually received** by the Voting Agent no later than the Voting Deadline.

29. With respect to Ballots that will be sent to holders of Claims entitled to vote in Class 5 (Senior Secured Notes Claims) and in Class 6 (Unsecured Notes Claims), the

Debtors propose to deliver Ballots to record holders of such Claims, including, without limitation, representatives such as brokers, banks, commercial banks, trust companies, dealers, or other agents or nominees (collectively, the “**Nominees**”). Once the Voting Record Date has passed, the Debtors shall cause to be distributed, to each Nominee, reasonably sufficient numbers of Solicitation Packages, including a Master Ballot (as hereinafter defined) and sufficient beneficial ballots (the “**Beneficial Holder Ballots**”), to distribute via first class mail to the beneficial holders of the Claims in Classes 5 and 6 as of the Voting Record Date for whom such Nominee acts (collectively, the “**Beneficial Holders**”).

30. Such Nominees shall, upon receipt of the Solicitation Packages, promptly distribute such Solicitation Packages to Beneficial Holders (including Beneficial Holder Ballots) using the following method **within five (5) business days** of receipt of the Solicitation Packages:

The Nominee shall obtain the votes of Beneficial Holders by forwarding to the Beneficial Holders the unsigned Beneficial Holder Ballots, together with the Solicitation Package, a pre-addressed, postage-paid return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Holder must then indicate his, her, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to the Nominee. After collecting the Beneficial Holder Ballots, the Nominee should, in turn, complete a master ballot (the “**Master Ballot**”) compiling the votes and other information from the Beneficial Holder Ballots, execute the Master Ballot, and deliver the Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline. All copies of Beneficial Holder Ballots returned by Beneficial Holders should also be forwarded to the Voting Agent (along with the Master Ballot). Each Nominee should advise its Beneficial Holders to return their Beneficial Holder Ballots to the Nominee by a date calculated by the Nominee to allow it sufficient time to prepare and return the Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline.

Tabulation Procedures

31. The following tabulation procedures are **APPROVED**.
- (a) Whenever a creditor casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect such creditor's intent, and thus, to supersede any prior Ballot.
 - (b) Whenever a creditor casts a Ballot that is properly completed, executed, and timely returned to the Voting Agent, but does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.
 - (c) Whenever a creditor casts a Ballot that is properly completed, executed, and timely returned to the Voting Agent, but indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.
 - (d) A creditor shall be deemed to have voted the full amount of its Claim in each class and shall not be entitled to split its vote within a particular class or between more than one Debtor. Any creditor's Ballot that partially accepts and partially rejects the Plan, between the same or multiple Debtors, will not be counted.
 - (e) A creditor who holds Claims against more than one Debtor who casts a single Ballot shall have its votes counted separately with respect to each such Debtor.
 - (f) Whenever a creditor casts multiple Ballots received by the Voting Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.
 - (g) The Beneficial Holder Ballots provided to Beneficial Holders will reflect the principal amount of such Beneficial Holder's Claim; however, when tabulating votes, the Voting Agent may adjust the amount of such Beneficial Holder's Claim by multiplying the principal amount by a factor that reflects all amounts accrued between the Petition Date and the Voting Record Date including, without limitation, interest.
 - (h) The following Ballots shall not be counted:
 - i. Any Ballot received after the Voting Deadline, unless the Debtors, with the consent of the Creditors' Committee and the Requisite Plan Sponsors, not to be unreasonably withheld, shall have granted an extension of the Voting Deadline in writing with respect to such Ballot;
 - ii. Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;

- iii. Any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan;
 - iv. Any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;
 - v. Any unsigned Ballot;
 - vi. Any Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or
 - vii. Any Ballot transmitted to the Voting Agent by facsimile or other means not specifically approved herein.
- (i) A holder of Claims in more than one Class must use separate Ballots for each Class of Claims.

32. Each creditor that votes to accept or reject the Plan is deemed to have voted the full amount of its Claim therefor.

33. To assist in the solicitation process, the Voting Agent may, but is not obligated to, contact parties that submit incomplete or otherwise deficient ballots to make a reasonable effort to cure such deficiencies. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determines. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

34. The Debtors and/or their Voting Agent, as applicable, are authorized to determine all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots, with the consent of the Creditors' Committee and the

Requisite Plan Sponsors, not to be unreasonably withheld, which determination will be final and binding.

35. The Debtors are authorized to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful.

36. The Debtors are further authorized to reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot by any of their Claim holders, with the consent of the Creditors' Committee and the Requisite Plan Sponsors, not to be unreasonably withheld. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor in accordance with the foregoing sentence will be final and binding on all parties.

37. The Debtors or their Voting Agent shall file the Ballot Certification on or before [____], [____], 201__.

Rights Offering Procedures

38. The Rights Offering Procedures, including the Rights Commencement Date and the Rights Expiration Time, as set forth in Section XIII of the Disclosure Statement, are approved.

39. The Debtors are hereby authorized and empowered to conduct the Rights Offering pursuant to the terms and provisions of the Rights Offering Procedures, and may take such actions, as necessary to effectuate the Rights Offering.

The Confirmation Hearing

40. The Confirmation Hearing shall be held on [_____, ____], 201__ at ____:____ (____.m.) (**prevailing Central Time**); *provided, however*, that the Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtors without further notice

other than adjournments announced in open Court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court.

Objection Procedures

41. The Debtors are authorized to file and serve a supplement to the Plan on or before [_____, _____], **201_**.

42. The deadline to object or respond to confirmation of the Plan shall be [_____, _____, **201_ at _:00 .m.] (prevailing Central Time) (the “Plan Objection Deadline”)**.

43. Objections and responses, if any, to confirmation of the Plan, must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) set forth the name of the objecting party, the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors’ estates or property; and (d) set forth the basis for the objection and the specific grounds therefor.

44. Registered users of this Court’s case filing system must electronically file their objections and responses on or before the Plan Objection Deadline. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk’s Office, Earle Cabell Federal Building, 1100 Commerce St., Courtroom #2, 14th Floor, Dallas, TX 75242 on or before the Plan Objection Deadline.

45. Pursuant to Bankruptcy Rule 3017, any objection or response also must be served upon and received by the following parties no later than the Plan Objection Deadline:

Debtors

CHC Group Ltd.
600 East Las Colinas Blvd., 10th Floor
Irving, Texas 75039
Attn: Hooman Yazhari, General Counsel

Counsel to the Debtors

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Counsel to the Official Committee of Unsecured Creditors

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Anupama Yerramalli
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Counsel to the Revolving Credit Facility Agent

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Fax: (214) 855-8200
Email: louis.strubeck@nortonrosefulbright.com
greg.wilkes@nortonrosefulbright.com
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Office of the U.S. Trustee

Office of the U.S. Trustee for
the Northern District of Texas
Earle Cabell Federal Building
1100 Commerce St., Room 976
Dallas, Texas 75242
Attn: Meredyth Kippes

Counsel to the Debtors

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Counsel to the Official Committee of Unsecured Creditors

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Counsel to the ABL Credit Facility Agent

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Counsel to the Ad Hoc Group of Senior Secured Noteholders

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Counsel to Milestone and its affiliates

Sidley Austin LLP
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Attn: Michael G. Burke
Fax: (212) 839-5599
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Counsel to the Senior Secured Notes Indenture Trustee

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New York, NY 10178
Attn: Glenn E. Siegel
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Morgan, Lewis & Bockius LLP,
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Counsel to the Indenture Trustee Under the 2021 Notes

Chadbourne & Parke LLP
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mbaldwinfuerst@chadbourne.com

Pursuant to Bankruptcy Rule 3020(b), if no objection is timely filed, this Court may determine that the Plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.

46. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above shall not be considered and shall be deemed overruled.

47. The Debtors and any parties in interest are authorized to file and serve replies or an omnibus reply to any such objections along with a brief in support of confirmation of the Plan (the “**Confirmation Brief**”) either separately or in a single, consolidated document on or before [____], [____], 201_ at [__]:00 [__].m. (prevailing Central Time).

Confirmation Hearing Notice

48. The Confirmation Hearing Notice substantially in the form attached hereto as **Exhibit 1** is **APPROVED**.

49. The form and proposed manner of service of the Confirmation Hearing Notice comply with all applicable Bankruptcy Rules and Local Rules, and no further notice is necessary.

50. The Debtors shall submit the Confirmation Hearing Notice for publication in *The Wall Street Journal* (Global Edition—North America, Europe, and Asia), *The Globe and Mail*, and *Cayman Gazette* **within five (5) business days** after the entry of the Proposed Order approving the Disclosure Statement or as soon as practicable thereafter.

General

51. The Debtors are authorized to make non-substantive changes (subject to the consent rights provided in the Plan Support Agreement, dated October 11, 2016, to which each Debtor is a party), to the Disclosure Statement, the Plan, the Ballots, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages prior to mailing.

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

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

###END OF ORDER###

Respectfully Submitted,

WEIL, GOTSHAL & MANGES LLP

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-and-

Gary T. Holtzer (*pro hac vice*)
Kelly DiBlasi (*pro hac vice*)
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Attorneys for Debtors and Debtors in Possession

EXHIBIT 1

Confirmation Hearing Notice

**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 (I) APPROVAL OF DISCLOSURE STATEMENT,
(II) ESTABLISHMENT OF VOTING RECORD DATE, (III) HEARING
ON CONFIRMATION OF THE PLAN, (IV) PROCEDURES AND
DEADLINE FOR OBJECTING TO THE CONFIRMATION OF THE PLAN,
AND (V) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN**

TO PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:

CHC Group Ltd.	Case No. 16-31854
6922767 Holding SARL	Case No. 16-31855
Capital Aviation Services B.V.	Case No. 16-31856
CHC Cayman ABL Borrower Ltd.	Case No. 16-31857
CHC Cayman ABL Holdings Ltd.	Case No. 16-31858
CHC Cayman Investments I Ltd.	Case No. 16-31859
CHC Den Helder B.V.	Case No. 16-31860
CHC Global Operations (2008) ULC	Case No. 16-31862
CHC Global Operations Canada (2008) ULC	Case No. 16-31870
CHC Global Operations International ULC	Case No. 16-31879
CHC Helicopter (1) S.à r.l.	Case No. 16-31892
CHC Helicopter (2) S.à r.l.	Case No. 16-31895
CHC Helicopter (3) S.à r.l.	Case No. 16-31878
CHC Helicopter (4) S.à r.l.	Case No. 16-31882
CHC Helicopter (5) S.à r.l.	Case No. 16-31890
CHC Helicopter Australia Pty Ltd	Case No. 16-31872
CHC Helicopter Holding S.à r.l.	Case No. 16-31875
CHC Helicopter S.A.	Case No. 16-31863
CHC Helicopters (Barbados) Limited	Case No. 16-31865
CHC Helicopters (Barbados) SRL	Case No. 16-31867
CHC Holding (UK) Limited	Case No. 16-31868
CHC Holding NL B.V.	Case No. 16-31874
CHC Hoofddorp B.V.	Case No. 16-31861
CHC Leasing (Ireland) Limited	Case No. 16-31864
CHC Netherlands B.V.	Case No. 16-31866
CHC Norway Acquisition Co AS	Case No. 16-31869
Heli-One (Netherlands) B.V.	Case No. 16-31871
Heli-One (Norway) AS	Case No. 16-31876
Heli-One (U.S.) Inc.	Case No. 16-31881
Heli-One (UK) Limited	Case No. 16-31888
Heli-One Canada ULC	Case No. 16-31893
Heli-One Holdings (UK) Limited	Case No. 16-31894
Heli-One Leasing (Norway) AS	Case No. 16-31886
Heli-One Leasing ULC	Case No. 16-31891
Heli-One USA Inc.	Case No. 16-31853
Heliworld Leasing Limited	Case No. 16-31889

Integra Leasing AS	Case No. 16-31885
Lloyd Bass Strait Helicopters Pty. Ltd.	Case No. 16-31883
Lloyd Helicopter Services Limited	Case No. 16-31873
Lloyd Helicopter Services Pty. Ltd.	Case No. 16-31877
Lloyd Helicopters International Pty. Ltd.	Case No. 16-31880
Lloyd Helicopters Pty. Ltd.	Case No. 16-31884
Management Aviation Limited	Case No. 16-31887

PLEASE TAKE NOTICE THAT:

1. **Approval of Disclosure Statement.** On [____], 201_, the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) held a hearing (the “**Disclosure Statement Hearing**”) at which it approved the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, “**Disclosure Statement**”)¹ of CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), and thereafter entered an order (the “**Disclosure Statement Order**”) with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the *Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, the “**Plan**”).

2. **Confirmation Hearing.** A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled for [____], 201_ at [__:__] [_.m.] (**prevailing Central Time**), before the Honorable Barbara J Houser, United States Bankruptcy Judge, in the Bankruptcy Court. The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court without further notice other than by a Court announcement or providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

3. **Voting Record Date.** Holders of Claims against the Debtors in Class 3 (Revolving Credit Agreement Claims), Class 4 (ABL Credit Agreement Claims), Class 5 (Senior Secured Notes Claims), Class 6 (Unsecured Notes Claims), Class 7 (General Unsecured Notes Claims), and Class 8 (Convenience Claims) as of [____], 201_ (the “**Voting Record Date**”).

4. **Voting Deadline.** All votes to accept or reject the Plan must be **actually received** by the Debtors’ voting and tabulation agent, Kurtzman Carson Consultants LLC, by no later than [____], 201_ at 5:00 p.m. (**prevailing Central Time**) (the “**Voting Deadline**”). **ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.**

5. **Parties in Interest Not Entitled to Vote.** Holders of Unimpaired Claims and holders of Existing CHC Interests are not entitled to vote on the Plan and will not receive a Ballot. If all or a portion of your claim has been disallowed for voting purposes and you believe that you should be entitled to vote on the Plan in a different amount or class, then by [____] you must serve on the parties identified in paragraph 7 below and file with the Bankruptcy Court a motion (a “**Rule 3018(a) Motion**”) for an order pursuant to Rule 3018(a) of the Bankruptcy Rules temporarily allowing your Claim in a different amount or in a different class for purposes

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

of voting to accept or reject the Plan. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered.

6. ***Objections to Confirmation.*** The deadline to object or respond to confirmation of the Plan is [____], 201_ at [_:___ .m.] (prevailing Central Time) (the “**Plan Objection Deadline**”).

7. Objections and responses, if any, to confirmation of the Plan, must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors’ estates or property; (d) provide the basis for the objection and the specific grounds therefor; and (e) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk’s Office, Earle Cabell Federal Building, 1100 Commerce St., Courtroom #2, 14th Floor, Dallas, TX 75242, and served upon the following parties so as to actually be received by the Plan Objection Deadline:

Debtors

CHC Group Ltd.
600 East Las Colinas Blvd., 10th Floor
Irving, Texas 75039
Attn: Hooman Yazhari, General Counsel

Office of the U.S. Trustee

Office of the U.S. Trustee for
the Northern District of Texas
Earle Cabell Federal Building
1100 Commerce St., Room 976
Dallas, Texas 75242
Attn: Meredyth Kippes

Counsel to the Debtors

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Gary T. Holtzer
Kelly DiBlasi
Telephone: (212) 310-8000
Fax: (212) 310-8007
Email: gary.holtzer@weil.com
kelly.dibiasi@weil.com

Counsel to the Debtors

Weil, Gotshal & Manges LLP
200 Crescent Ct., Suite 300
Dallas, Texas 75201
Attn: Stephen A. Youngman
Telephone: (214) 746-7700
Fax: (214) 746-7777
Email: stephen.youngman@weil.com

Counsel to the Official Committee of Unsecured Creditors

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036
Attn: Douglas Mannal
Anupama Yerramalli
Rachael Ringer
Fax: (212) 715-8000
Email: dmannel@kramerlevin.com
ayerramalli@kramerlevin.com
rringer@kramerlevin.com

Counsel to the Official Committee of Unsecured Creditors

Gardere Wynne Sewell LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Attn: Marcus A. Helt
Mark C. Moore
Fax: (214) 999-3150
Email: mhelt@gardere.com
mmoore@gardere.com

Counsel to the Revolving Credit Facility Agent

Norton Rose Fulbright
2200 Ross Avenue, Suite 3600
Dallas, TX 75201
Attn: Louis R. Strubeck, Jr.
Richard P. Borden
Fax: (214) 855-8200
Email: louis.strubeck@nortonrosefulbright.com
rick.borden@nortonrosefulbright.com

Counsel to the ABL Credit Facility Agent

Paul Hastings LLP
200 Park Avenue
New York, NY 10166
Attn: Leslie A. Plaskon
Andrew V. Tenzer
Michael E. Comerford
Fax: (212) 319-4090
Email: leslieplaskon@paulhastings.com
andrewtenzer@paulhastings.com
michaelcomerford@paulhastings.com

Counsel to the Ad Hoc Group of Senior Secured Noteholders

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park, Bank of America Tower
New York, New York 10036
Attn: Michael S. Stamer
Jason P. Rubin
Fax: (212) 872-1002
Email: mstamer@akingump.com
jrubin@akingump.com

1333 New Hampshire Ave. N.W.
Washington, D.C. 20036
Attn: James Savin
Fax: (202) 887-4288
Email: jsavin@akingump.com

Counsel to Milestone and its affiliates

Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019
Attn: Michael G. Burke
Fax: (212) 839-5599
Email: mgburke@sidley.com

Counsel to the Senior Secured Notes Indenture Trustee

Morgan, Lewis & Bockius LLP,
101 Park Avenue
New York, NY 10178
Attn: Glenn E. Siegel
Fax: (212) 309-6001
Email: glenn.siegel@morganlewis.com

Counsel to the Indenture Trustee Under the 2021 Notes

Chadbourne & Park LLP
1301 Avenue of the Americas
New York, NY 10019
Attn: Christy L. Rivera
Marian Baldwin Fuerst
Fax: (212) 541-6539
Email: crivera@chadbourne.com
mbaldwinfuerst@chadbourne.com

8. IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY WILL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND WILL NOT BE HEARD AT THE CONFIRMATION HEARING.

9. *Parties That Will Not Be Entitled to Vote or Receive Any Distribution.* Any holder of a Claim that is scheduled in the Debtors' Schedules at \$0, or in an unknown amount, or as disputed, contingent, or unliquidated, and that has not filed a timely proof of claim, shall not be treated as a creditor with respect to such Claim for purposes of receiving voting distributions under the Plan. **PLEASE NOTE THAT, NOTWITHSTANDING YOUR FAILURE TO FILE A PROOF OF CLAIM OR BE SCHEDULED, YOUR RIGHTS MAY NEVERTHELESS BE IMPAIRED BY THE PLAN.**

10. IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THESE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.

11. *Additional Information.* Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other Solicitation Materials should contact the Debtors' voting and tabulation agent, Kurtzman Carson Consultants LLC by email at chcinfo@kcc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Interested parties may also review the Disclosure Statement and the Plan free of charge at <http://www.kccllc.net/chc>. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.

12. *Releases and Injunctions.* Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of

such holder is Impaired under the Plan and whether such holder has accepted the Plan. Thus, you are advised to review and consider the Plan carefully because your rights may be affected thereunder.

13. ***Plan Supplement.*** The Debtors will file and serve any supplement to the Plan on or before [____, _____, 201__].

Dated: [____], 201__
Dallas, Texas

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 2

Form of Revolving Credit Agreement Claims Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.¹

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

**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	

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT
CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS**

CLASS 3: REVOLVING CREDIT AGREEMENT CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, the “**Plan**”). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, the “**Disclosure Statement**”).

If you are, as of [____], 201_ (the “**Voting Record Date**”), a holder of a Class 3 Revolving Credit Agreement Claim, please use this “**Ballot**” to cast your vote to accept or reject the Plan.

The United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in completing this Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at no charge by accessing the Debtors’ restructuring website at <http://www.kccllc.net/chc>, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at <http://www.deb.uscourts.gov>.

¹ All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 3 Revolving Credit Agreement Claim under the Plan.

All Revolving Credit Agreement Claims against the Debtors have been placed in Class 3 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such other Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [], 201 AT 5:00 P.M. (PREVAILING CENTRAL TIME)
(THE “VOTING DEADLINE”).

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver your Ballot to:

**CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 5.
5. **SIGN THE BALLOT.**
6. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY OR BY OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BEFORE THE VOTING DEADLINE.
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT RECEIVED THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

**INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLAIMS IN CLASS 3 (REVOLVING CREDIT AGREEMENT CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 3 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 3 that actually vote on the Plan. In the event that Class 3 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 3 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.
3. **Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent by no later than [____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

**CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you hold a Revolving Credit Agreement Claim in Class 3, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3;
 - c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);

- d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;
- e. if you hold Class 3 claims against more than one Debtor, your vote on this Ballot will count separately with respect to each such Debtor;
- f. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- g. provide your name and mailing address on your Ballot;
- h. sign and date your Ballot and provide the remaining information requested; and
- i. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT [HTTP://WWW.KCCLLC.NET/CHC](http://WWW.KCCLLC.NET/CHC). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 3 Revolving Credit Agreement Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such holder) of a Revolving Credit Agreement Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest.

Principal Amount of Revolving Credit Agreement Claim:

\$_____

Item 2. Vote on the Plan. The undersigned holder of a Class 3 Revolving Credit Agreement Claim in the amount identified in Item 1 above hereby votes to:

Check one box:

☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or

omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 3 Revolving Credit Agreement Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan**

Item 4. Certification as to Class 3 Revolving Credit Agreement Claims Held in Additional Accounts. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 3 Revolving Credit Agreement Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

Item 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the Revolving Credit Agreement Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed:

This Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 3

Form of ABL Credit Agreement Claims Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.¹

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

**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	

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT
CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS**

CLASS 4: ABL CREDIT AGREEMENT CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, the “**Plan**”). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, the “**Disclosure Statement**”).

If you are, as of [____], 201_ (the “**Voting Record Date**”), a holder of a Class 4 ABL Credit Agreement Claim, please use this “**Ballot**” to cast your vote to accept or reject the Plan.

The United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in completing this Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at no charge by accessing the Debtors’ restructuring website at <http://www.kccllc.net/chc>, email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at <http://www.deb.uscourts.gov>.

¹ All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 4 ABL Credit Agreement Claim under the Plan.

All ABL Credit Agreement Claims against the Debtors have been placed in Class 4 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such other Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [], 201 AT 5:00 P.M. (PREVAILING CENTRAL TIME)
(THE "VOTING DEADLINE").

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver your Ballot to:

**CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provision will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 5.
5. **SIGN THE BALLOT.**
6. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY OR BY OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BEFORE THE VOTING DEADLINE.
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT RECEIVED THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

**INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLAIMS IN CLASS 4 (ABL CREDIT AGREEMENT CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 4 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 4 that actually vote on the Plan. In the event that Class 4 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 4 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.
3. **Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent by no later than [____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

**CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you hold an ABL Credit Agreement Claim in Class 4, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3;
 - c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

- d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;
- e. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- f. if you hold Class 4 Claims against more than one Debtor, your vote on this Ballot will count separately with respect to each such Debtor
- g. provide your name and mailing address on your Ballot;
- h. sign and date your Ballot and provide the remaining information requested; and
- i. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT [HTTP://WWW.KCCLLC.NET/CHC](http://WWW.KCCLLC.NET/CHC). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 4 ABL Credit Agreement Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such holder) of a ABL Credit Agreement Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest.

Amount of ABL Credit Agreement Claim:

\$ _____

Item 2. Vote on the Plan. The undersigned holder of a Class 4 ABL Credit Agreement Claim in the amount identified in Item 1 above hereby votes to:

Check one box:

☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the

solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 4 ABL Credit Agreement Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan.**

Item 4. Certification as to Class 4 ABL Credit Agreement Claims Held in Additional Accounts. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 4 ABL Credit Agreement Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

Item 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the ABL Credit Agreement Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed:

This Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 4

Form of General Unsecured Claims Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.¹

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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	

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT
CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS**

CLASS 7: GENERAL UNSECURED CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the “**Plan**”). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the “**Disclosure Statement**”).

If you are, as of [____], 201_ (the “**Voting Record Date**”), a holder of a Class 7 General Unsecured Claim, please use this “**Ballot**” to cast your vote to accept or reject the Plan.

The United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in completing this Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at no charge by accessing the Debtors’ restructuring website at <http://www.kccllc.net/chc>, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at <http://www.deb.uscourts.gov>.

¹ All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 7 General Unsecured Claim under the Plan.

All General Unsecured Claims against the Debtors have been placed in Class 7 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such other Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [], 201 AT 5:00 P.M. (PREVAILING CENTRAL TIME)
(THE "VOTING DEADLINE").

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver your Ballot to:

**CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exception) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be allowed. The Debtors reserve all rights to dispute such Claim(s).

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5 AND ITEM 6 AND COMPLETE ITEM 6.
6. **SIGN THE BALLOT.**
7. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY OR BY OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BEFORE THE VOTING DEADLINE.
8. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT RECEIVED THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
10. ANY EXECUTED BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

**INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLAIMS IN CLASS 7 (GENERAL UNSECURED CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan.
PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
2. The Plan will be accepted by Class 7 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 7 that actually vote on the Plan. In the event that Class 7 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 7 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.
3. **Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent by no later than [____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

**CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you hold a General Unsecured Claim in Class 7, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3;
 - c. if you elect to have your General Unsecured Claim irrevocably reduced to the amount of [____Dollars] [(\$____)] and therefore, to be treated as a Convenience Claim, check the box in Item 4;

- d. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);
- e. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;
- f. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- g. if you hold Class 7 Claims against more than one Debtor, your vote on the Ballot will count separately with respect to each such Debtor;
- h. provide your name and mailing address on your Ballot;
- i. sign and date your Ballot and provide the remaining information requested; and
- j. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT [HTTP://WWW.KCCLLC.NET/CHC](http://WWW.KCCLLC.NET/CHC). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 7 General Unsecured Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such holder) of a General Unsecured Claim in the aggregate amount provided below.

<p>Amount of Class 7 Claim:</p> <p>\$_____</p>
--

Item 2. Vote on the Plan. The undersigned holder of a Class 7 General Unsecured Claim in the amount identified in Item 1 above hereby votes to:

Check one box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 7 General Unsecured Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan**

Item 4. OPTIONAL – Convenience Claim Election. Check the box below if you elect to have your General Unsecured Claim irrevocably reduced to the amount of [____ Dollars] [(\$)] and, therefore, to be treated as a Convenience Claim. By making this Convenience Claim election, your response to Item 2 above will be counted as a vote with respect to your Convenience Claim.¹

☐ The undersigned certifies that it elects to reduce the amount of its Allowed General Unsecured Claim to [____Dollars] (\$____), such that it will be entitled to receive distributions as a holder of a Convenience Claim pursuant to Section 4.8 of the Plan.

Item 5. Certification as to Class 7 General Unsecured Claims Held in Additional Accounts. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 7 General Unsecured Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

Item 6. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the General Unsecured Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____
Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____
Signature: _____

¹ Please consult Section 4.8 of the Plan for a complete description of the treatment of Convenience Claims.

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 5

Convenience Claims Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.¹

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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	

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT
CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS**

CLASS 8: CONVENIENCE CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, the “**Plan**”). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, the “**Disclosure Statement**”).

If you are, as of [____], 201_ (the “**Voting Record Date**”), a holder of a Class 8 Convenience Claim, please use this “**Ballot**” to cast your vote to accept or reject the Plan.

The United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in completing this Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at no charge by accessing the Debtors’ restructuring website at <http://www.kccllc.net/chc>, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at <http://www.deb.uscourts.gov>.

¹ All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 8 Convenience Claim under the Plan.

All Convenience Claims against the Debtors have been placed in Class 8 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such other Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [], 201 AT 5:00 P.M. (PREVAILING CENTRAL TIME)
(THE "VOTING DEADLINE").

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver your Ballot to:

**CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exception) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be allowed. The Debtors reserve all rights to dispute such Claim(s).

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

11. COMPLETE ITEM 1.
12. COMPLETE ITEM 2.
13. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
14. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 5.
15. **SIGN THE BALLOT.**
16. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY OR BY OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BEFORE THE VOTING DEADLINE.
17. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT RECEIVED THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
18. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
19. ANY EXECUTED BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

**INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLAIMS IN CLASS 8 (CONVENIENCE CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 8 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 8 that actually vote on the Plan. In the event that Class 8 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 8 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.
3. **Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent by no later than [____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

**CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you hold a Convenience Claim in Class 8, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3;
 - c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

- d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;
- e. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- f. if you hold Class 8 Claims against more than one Debtor, your vote on the Ballot will count separately with respect to each such Debtor;
- g. provide your name and mailing address on your Ballot;
- h. sign and date your Ballot and provide the remaining information requested; and
- i. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT [HTTP://WWW.KCCLLC.NET/CHC](http://WWW.KCCLLC.NET/CHC). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 8 Convenience Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such holder) of a Convenience Claim in the aggregate amount provided below.

<p>Amount of Class 8 Claim:</p> <p>\$_____</p>
--

Item 2. Vote on the Plan. The undersigned holder of a Class 8 Convenience Claim in the amount identified in Item 1 above hereby votes to:

Check one box:

☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or

omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 8 Convenience Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan**

Item 4. Certification as to Class 8 Claims Held in Additional Accounts. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 8 Convenience Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

Item 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the Convenience Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 6

Form of Senior Secured Notes Claims Master Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.¹

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

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

**MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT
CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS**

CLASS 5: SENIOR SECURED NOTES CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the “**Plan**”). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the “**Disclosure Statement**”).

The United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in completing this master ballot (the “**Master Ballot**”). Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at no charge by accessing the Debtors’ restructuring website at <http://www.kccllc.net/chc>, by email at chcinfo@kccllc.com, or by telephone at 877-833-4150 (Toll-Free) or 917-281-4800 (if calling from outside the US or Canada) or (b) for a fee via PACER at <http://www.deb.uscourts.gov>.

If you have any questions on how to properly complete this Master Ballot, please contact the Voting Agent at 877-833-4150 (Toll-Free) or 917-281-4800 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

¹ All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

This Master Ballot is to be used by you as a broker, bank, commercial bank, trust company, dealer, or other agent or nominee (each of the foregoing, a “**Nominee**”), or as the proxy holder for, one or more beneficial holders of a Class 5 Senior Secured Notes Claim as of [____], 201_ (the “**Voting Record Date**”), to transmit to the Voting Agent the votes of such beneficial holders (the “**Beneficial Holders**”) in respect of their Senior Secured Notes Claims.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Master Ballot.

VOTING DEADLINE: [____], 201_ 5:00 P.M. (PREVAILING CENTRAL TIME).

For this Master Ballot and the votes reflected herein to be counted, this Master Ballot must be properly completed, signed, and returned, along with copies of the Beneficial Holder Ballots, so that they are actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver this Master Ballot to:

**CHC Ballot Processing Center
c/o KCC
1290 Avenue of the Americas
9th Floor
New York, NY 10104**

MASTER BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If this Master Ballot, along with copies of the Beneficial Holder Ballots, are not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, this Master Ballot and the votes reflected herein will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

This Master Ballot is solely for the purpose of transmitting votes to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, any Senior Secured Notes Claims.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
CLASS 5 (SENIOR SECURED NOTES CLAIMS)

1. **This Master Ballot must be properly completed, signed, and returned to the Voting Agent so that it is actually received by the Voting Agent by no later than [____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

**CHC Ballot Processing Center
c/o KCC
1290 Avenue of the Americas
9th Floor
New York, NY 10104**

This Master Ballot will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

2. Within five (5) business days of receipt of the Solicitation Packages, you shall promptly distribute such Solicitation Packages to the Beneficial Holders (including “**Beneficial Holder Ballots**”) using the following method:

You may obtain the votes of Beneficial Holders by forwarding to each Beneficial Holder an unsigned Beneficial Holder Ballot, together with the Solicitation Package, a pre-addressed, postage-paid return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Holder must then indicate his, her, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to you. After collecting the Beneficial Holder Ballots, you should, in turn, complete this Master Ballot compiling the votes and other information from the Beneficial Holder Ballots, execute this Master Ballot, and deliver this Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline. All copies of Beneficial Holder Ballots returned by Beneficial Holders should also be forwarded to the Voting Agent (along with this Master Ballot). You should advise your Beneficial Holders to return their Beneficial Holder Ballots to you by a date calculated by you to allow you sufficient time to prepare and return this Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline.

3. With respect to all Beneficial Holder Ballots returned to you, you must properly complete this Master Ballot, as follows:
 - (a) Check the appropriate box in Item 1 on this Master Ballot;

- (b) Provide the information requested in Item 2 and Item 3 of the Master Ballot, as transmitted to you by the Beneficial Holders of the Senior Secured Notes Claims. To identify such Beneficial Holders without disclosing their names, please use the customer account number assigned by you to each such Beneficial Holder, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF ITS SENIOR SECURED NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY.** Any Beneficial Holder Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Plan, by order of the Bankruptcy Court, will not be counted;
- (c) Please note that Item 3 of this Master Ballot requests that you place an X in the Item 3 column only if the Beneficial Holder has voted to reject the Plan and checked the box in Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Section 10.7(b) of the Plan.
- (d) Please note that Item 4 of this Master Ballot requests that you transcribe the information provided by each Beneficial Holder in Item 4 of each completed Beneficial Holder Ballot relating to other Senior Secured Notes Claims voted;
- (e) Review the certification in Item 5 of this Master Ballot;
- (f) Sign and date this Master Ballot, and provide the remaining information requested;
- (g) If additional space is required to respond to any item on this Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- (h) Contact the Voting Agent if you need any additional information; and
- (i) Deliver the completed, executed Master Ballot with an original signature so as to be received by the Voting Agent before the Voting Deadline. All copies of Beneficial Holder Ballots returned to you by Beneficial Holders should also be forwarded to the Voting Agent.

PLEASE NOTE:

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to transmit Beneficial Holders' votes to accept or reject the Plan. At this time, holders should not surrender certificates representing their securities. Neither the Debtors nor the Voting Agent will accept delivery of any such certificates surrendered together with the Master Ballot.

No Beneficial Holder Ballot or Master Ballot shall constitute or be deemed a proof of claim or an assertion of a Claim.

No fees, commissions, or other remuneration will be payable to any Nominee for soliciting votes on the Plan. The Debtors will, however, reimburse you for reasonable, documented, actual costs and expenses incurred by you in forwarding the Beneficial Holder Ballots and other enclosed materials to the Beneficial Holders of Senior Secured Notes Claims held by you as a Nominee or in a fiduciary capacity and in tabulating the Beneficial Holder Ballots.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTORS OR THE VOTING AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH THIS MASTER BALLOT, (III) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THIS MASTER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT 877-833-4150 (TOLL-FREE) OR 917-281-4800 (IF CALLING FROM OUTSIDE THE US OR CANADA). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Certification of Authority to Vote. The undersigned certifies that as of the Voting Record Date, the undersigned (please check appropriate box):

- ☐ Is a broker, bank, commercial bank, trust company, dealer, or other agent or nominee for the Beneficial Holders of the aggregate principal amount of the Senior Secured Notes Claims listed in Item 2 below, and is the registered holder of such securities; or
- ☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, commercial bank, trust company, dealer, or other agent or nominee, or a Beneficial Holder, that is the registered holder of the aggregate principal amount of the Senior Secured Notes Claims listed in Item 2 below; or
- ☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, commercial bank, trust company, dealer, or other agent or nominee, or a Beneficial Holder, that is the registered holder of the aggregate principal amount of the Senior Secured Notes Claims listed in Item 2 below;

and accordingly, has full power and authority to transmit votes to accept or reject the Plan on behalf of the Senior Secured Notes Claims held by the Beneficial Holders of the Senior Secured Notes Claims described in Item 2.

Item 2. Vote and Item 3. Releases. The undersigned transmits the following votes of Beneficial Holders in respect of their Senior Secured Notes Claims, and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, of the Senior Secured Notes Claims indicated below in the document footer are Beneficial Holders of such securities as of the Voting Record Date, and have delivered to the

undersigned, as Nominee, Beneficial Holder Ballots casting such votes. Indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each Beneficial Holder must vote all of its Senior Secured Notes Claims to accept or to reject the Plan and may not split such vote or vote to both accept and reject the Plan. If the Beneficial Holder has voted to reject the Plan and checked the box in Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Section 10.7(b) of the Plan, please place an X in the Item 3 column below.

Your Customer Account Number for Each Beneficial Holder of Class 5 Senior Secured Notes Claims	Principal Amount of Senior Secured Notes Claims Voted in <u>Item 2</u> of the Beneficial Holder Ballot			<u>Item 3</u> If the box in Item 3 of the Ballot was completed, place an X in the column below.
	To Accept the Plan		To Reject the Plan	
	\$	OR	\$	
	\$	OR	\$	
	\$	OR	\$	
	\$	OR	\$	
	\$	OR	\$	
	\$	OR	\$	
TOTALS:				

* To vote on the Plan, the Beneficial Holder must check one box in Item 2 to either ACCEPT or REJECT the Plan on its individual Beneficial Holder Ballot. If the Beneficial Holder did not check a box to either ACCEPT or REJECT the Plan, or checked both the box to ACCEPT the Plan and the box to REJECT the Plan, by order of the Bankruptcy Court the Beneficial Holder's vote will not be counted.

Item 4. Certification as to Transcription of Information from Item 4 as to Senior Secured Notes Claims Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 4 of the Beneficial Holders' original Beneficial Holder Ballots, identifying any Senior Secured Notes Claims for which such Beneficial Holders have submitted other Beneficial Holder Ballots other than to the undersigned:

Information to be Transcribed from Item 4 of Class 5 Beneficial Holder Ballots Regarding Other Ballots Cast in Respect of Senior Secured Notes Claims				
Your Customer Account Number for the Beneficial Holder	Beneficial Holder's Customer Account Number for Other Account	CUSIP Number	Name of Broker, Bank, Dealer, Agent or Nominee for Other Account (if applicable)	Principal Amount of other Senior Secured Notes Claims Voted

Item 5. Certification. By signing this Master Ballot, the undersigned certifies that each Beneficial Holder of the Class 5 Senior Secured Notes Claims listed in Item 2 above has been provided with a CD-ROM containing the Disclosure Statement, including the Plan and all other exhibits thereto, a Confirmation Hearing Notice, and a copy of the Order approving the Disclosure Statement without exhibits. The undersigned further acknowledges that (a) each Beneficial Holder included in Item 2 above has submitted to you a Beneficial Holder Ballot and (b) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Order approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name of Nominee (Print or Type): _____

Participant Number: _____

Name of Nominee, Proxy Holder, or Agent (if applicable): _____

Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number (Including Area Code): () _____

E-mail Address: _____

Date Completed: _____

EXHIBIT 7

Form of Senior Secured Notes Claims Beneficial Holder Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Beneficial Holder Ballot.¹

Please note that, even if you intend to vote to reject the Plan, you must still read, complete, and execute this entire Beneficial Holder Ballot.

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	

**BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT THE
JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS**

CLASS 5: SENIOR SECURED NOTES CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, the “**Plan**”). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, the “**Disclosure Statement**”).

You are receiving this Class 5 ballot (a “**Beneficial Holder Ballot**”) because you are the beneficial holder of a claim arising under the 9.250% Senior Secured Notes due 2020 (the “**Senior Secured Notes**”), issued pursuant to the Indenture dated as of October 4, 2010 between CHC Helicopter S.A., as issuer, each of the guarantors therein, and The Bank of New York Mellon, as indenture trustee. The Plan classifies these claims as Senior Secured Notes Claims in Class 5.

You have a right to vote to accept or reject the Plan. You can cast your vote through this Beneficial Holder Ballot and return it to your broker, bank, commercial bank, trust company, dealer, or other agent or nominee (each of the foregoing, a “**Nominee**”), in accordance with the instructions provided by your Nominee, who will then submit a master ballot with respect to the Beneficial Holder Ballots it timely receives.

¹ All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

The United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in completing this Beneficial Holder Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at no charge by accessing the Debtors’ restructuring website at <http://www.kccllc.net/chc>, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at <http://www.deb.uscourts.gov>.

If you have any questions on how to properly complete this Beneficial Holder Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Senior Secured Notes Claims.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Beneficial Holder Ballot. You may wish to seek independent legal advice concerning the Plan and the classification and treatment of your Class 5 Senior Secured Notes Claim under the Plan.

All Senior Secured Notes Claims against the Debtors have been placed in Class 5 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [] AT 5:00 P.M. (PREVAILING CENTRAL TIME). PLEASE ALLOW TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

For your vote to be counted, your Nominee’s Master Ballot transmitting your vote must be properly completed, signed, and returned so that it is actually received by the Voting Agent, unless such time is extended in writing by the Debtors.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BROKER, BANK, COMMERCIAL BANK, TRUST COMPANY, DEALER, OR OTHER AGENT OR NOMINEE (EACH OF THE FOREGOING, A “NOMINEE”), PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND DELIVER THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to allow your Nominee to process your vote instructions and deliver a Master Ballot transmitting your vote to the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provision will (with limited exceptions) be binding on all holders of a Claim against or

Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 4 AND ITEM 5.
5. **SIGN THE BENEFICIAL HOLDER BALLOT.**
6. RETURN THE ORIGINAL SIGNED BENEFICIAL HOLDER BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY, OR BY OVERNIGHT COURIER TO YOUR NOMINEE. **PLEASE CLOSELY FOLLOW THE VOTING INSTRUCTIONS PROVIDED BY YOUR NOMINEE.**
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BENEFICIAL HOLDER BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BENEFICIAL HOLDER BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BENEFICIAL HOLDER BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BENEFICIAL HOLDER BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

**INSTRUCTIONS FOR COMPLETING THE
BENEFICIAL HOLDER BALLOT FOR HOLDERS OF CLASS 5 SENIOR SECURED NOTES CLAIMS**

1. This Beneficial Holder Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER BALLOT.**
2. The Plan will be accepted by Class 5 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 5 that actually vote on the Plan. In the event that Class 5 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 5 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.
3. In order for your Class 5 vote to be counted, this Beneficial Holder Ballot must be properly completed, signed, and returned in the envelope provided.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT ON OR BEFORE [____], 201____, AT [TIME] (PREVAILING CENTRAL TIME), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete this Beneficial Holder Ballot, you must follow the procedures described below:
 - a. if you hold a Senior Secured Notes Claim in Class 5, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you vote to reject the Plan and choose to opt out of the releases contained in section 10.7(b) of the Plan, check the box in Item 3
 - c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

- d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;
- e. if you hold Class 5 Claims against more than one Debtor, your vote on this Beneficial Holder Ballot will count separately with respect to each such Debtor;
- f. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- g. provide your name and mailing address on your Beneficial Holder Ballot;
- h. sign and date your Beneficial Holder Ballot and provide the remaining information requested; and
- i. return your Beneficial Holder Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier to your Nominee.

IF YOU HAVE ANY QUESTIONS REGARDING THE BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BENEFICIAL HOLDER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT [HTTP://WWW.KCCLLC.NET/CHC](http://WWW.KCCLLC.NET/CHC). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Senior Secured Notes Claims. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for a Beneficial Holder) of a Senior Secured Notes Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest. If your Senior Secured Notes Claim is held by a Nominee on your behalf and you do not know the principal amount of Senior Secured Notes Claim held, please contact your Nominee immediately to obtain the amount.

Principal Amount of Senior Secured Notes Claim:

\$ _____

Item 2. Vote on the Plan. The undersigned beneficial holder of a Class 5 Senior Secured Notes Claim in the amount identified in Item 1 hereby votes to:

Check one box:

☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other

Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 5 Senior Secured Notes Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan**

Item 4. Certification as to Class 5 Senior Secured Notes Claims held in Additional Accounts. The undersigned beneficial holder hereby certifies that either (i) it has not submitted any other Beneficial Holder Ballots for other Class 5 Senior Secured Notes Claims held in other accounts or other record names or (ii) it has provided the information specified in the following table for all other Senior Secured Notes Claims for which it has submitted additional Beneficial Holder Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED SENIOR SECURED NOTES CLAIMS BENEFICIAL HOLDER BALLOTS OTHER THAN THIS BENEFICIAL HOLDER BALLOT.

Other Ballots Cast in Respect of Class 5 Senior Secured Notes Claims			
Your Name or Customer Account Number for Other Account for Which a Ballot Has Been Submitted	CUSIP Number	Name of Broker, Bank, Dealer, Agent or Nominee for Other Account for Which a Ballot has been Submitted (if applicable)	Principal Amount of Senior Secured Notes Claim for Which Other Ballot has been Submitted

Item 5. Acknowledgements and Certification. By signing this Beneficial Holder Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the Senior Secured Notes Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Beneficial Holder Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 8

Form of Class 6 Unsecured Notes Claims Master Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.¹

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

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

**MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT
CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS**

CLASS 6: UNSECURED NOTES CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the “**Plan**”). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the “**Disclosure Statement**”).

The United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in completing this master ballot (the “**Master Ballot**”). Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at no charge by accessing the Debtors’ restructuring website at <http://www.kccllc.net/chc>, by email at chcinfo@kccllc.com, or by telephone at 877-833-4150 (Toll-Free) or 917-281-4800 (if calling from outside the US or Canada) or (b) for a fee via PACER at <http://www.deb.uscourts.gov>.

If you have any questions on how to properly complete this Master Ballot, please contact the Voting Agent at 877-833-4150 (Toll-Free) or 917-281-4800 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

¹ All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

This Master Ballot is to be used by you as a broker, bank, commercial bank, trust company, dealer, or other agent or nominee (each of the foregoing, a “**Nominee**”), or as the proxy holder for, one or more beneficial holders of a Class 6 Unsecured Notes Claim as of [____], 201_ (the “**Voting Record Date**”), to transmit to the Voting Agent the votes of such beneficial holders (the “**Beneficial Holders**”) in respect of their Unsecured Notes Claims.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Master Ballot.

VOTING DEADLINE: [____], 201_ 5:00 P.M. (PREVAILING CENTRAL TIME).

For this Master Ballot and the votes reflected herein to be counted, this Master Ballot must be properly completed, signed, and returned, along with copies of the Beneficial Holder Ballots, so that they are actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver this Master Ballot to:

**CHC Ballot Processing Center
c/o KCC
1290 Avenue of the Americas
9th Floor
New York, NY 10104**

MASTER BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If this Master Ballot, along with copies of the Beneficial Holder Ballots, are not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, this Master Ballot and the votes reflected herein will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

This Master Ballot is solely for the purposes of transmitting votes to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, any Unsecured Notes Claims.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
CLASS 6 (UNSECURED NOTES CLAIMS)

1. **This Master Ballot must be properly completed, signed, and returned to the Voting Agent so that it is actually received by the Voting Agent by no later than [____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

**CHC Ballot Processing Center
c/o KCC
1290 Avenue of the Americas
9th Floor
New York, NY 10104**

This Master Ballot will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

2. Within five (5) business days of receipt of the Solicitation Packages, you shall promptly distribute such Solicitation Packages to the Beneficial Holders (including “**Beneficial Holder Ballots**”) using one of the following two methods:

You may obtain the votes of Beneficial Holders by forwarding to each Beneficial Holder an unsigned Beneficial Holder Ballot, together with the Solicitation Package, a pre-addressed, postage-paid return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Holder must then indicate his, her, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to you. After collecting the Beneficial Holder Ballots, you should, in turn, complete this Master Ballot compiling the votes and other information from the Beneficial Holder Ballots, execute this Master Ballot, and deliver this Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline. All copies of Beneficial Holder Ballots returned by Beneficial Holders should also be forwarded to the Voting Agent (along with this Master Ballot). You should advise your Beneficial Holders to return their Beneficial Holder Ballots to you by a date calculated by you to allow you sufficient time to prepare and return this Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline.

3. With respect to all Beneficial Holder Ballots returned to you, you must properly complete this Master Ballot, as follows:
 - (a) Check the appropriate box in Item 1 on this Master Ballot;

- (b) Provide the information requested in Item 2 and Item 3 of this Master Ballot, as transmitted to you by the Beneficial Holders of the Unsecured Notes Claims. To identify such Beneficial Holders without disclosing their names, please use the customer account number assigned by you to each such Beneficial Holder, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number).
IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF ITS UNSECURED NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY. Any Beneficial Holder Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Plan, by order of the Bankruptcy Court, will not be counted;
- (c) Please note that Item 3 of this Master Ballot requests that you place an X in the Item 3 column only if the Beneficial Holder has voted to reject the Plan and checked the box in Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Section 10.7(b) of the Plan.
- (d) Please note that Item 4 of this Master Ballot requests that you transcribe the information provided by each Beneficial Holder in Item 4 of each completed Beneficial Holder Ballot relating to other Unsecured Notes Claims voted;
- (e) Review the certification in Item 5 of this Master Ballot;
- (f) Sign and date this Master Ballot, and provide the remaining information requested;
- (g) If additional space is required to respond to any item on this Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- (h) Contact the Voting Agent if you need any additional information; and
- (i) Deliver the completed, executed Master Ballot with an original signature so as to be received by the Voting Agent before the Voting Deadline. All copies of Beneficial Holder Ballots returned to you by Beneficial Holders should also be forwarded to the Voting Agent.

PLEASE NOTE:

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to transmit Beneficial Holders' votes to accept or reject the Plan. At this time, holders should not surrender certificates representing their securities. Neither the Debtors nor the Voting Agent will accept delivery of any such certificates surrendered together with the Master Ballot.

No Beneficial Holder Ballot or Master Ballot shall constitute or be deemed a proof of claim or an assertion of a Claim.

No fees, commissions, or other remuneration will be payable to any Nominee for soliciting votes on the Plan. The Debtors will, however, reimburse you for reasonable, documented, actual costs and expenses incurred by you in forwarding the Beneficial Holder Ballots and other enclosed materials to the Beneficial Holders of Unsecured Notes Claims held by you as a Nominee or in a fiduciary capacity and in tabulating the Beneficial Holder Ballots.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTORS OR THE VOTING AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH THIS MASTER BALLOT, (III) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THIS MASTER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT 877-833-4150 (TOLL-FREE) OR 917-281-4800 (IF CALLING FROM OUTSIDE THE US OR CANADA). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Certification of Authority to Vote. The undersigned certifies that as of the Voting Record Date, the undersigned (please check appropriate box):

- ☐ Is a broker, bank, commercial bank, trust company, dealer, or other agent or nominee for the Beneficial Holders of the aggregate principal amount of the Unsecured Notes Claims listed in Item 2 below, and is the registered holder of such securities; or
- ☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, commercial bank, trust company, dealer, or other agent or nominee, or a Beneficial Holder, that is the registered holder of the aggregate principal amount of the Unsecured Notes Claims listed in Item 2 below; or
- ☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, commercial bank, trust company, dealer, or other agent or nominee, or a Beneficial Holder, that is the registered holder of the aggregate principal amount of the Unsecured Notes Claims listed in Item 2 below;

and accordingly, has full power and authority to transmit votes to accept or reject the Plan on behalf of the Unsecured Notes Claims held by the Beneficial Holders of the Unsecured Notes Claims described in Item 2.

Item 2. Vote and Item 3. Releases. The undersigned transmits the following votes of Beneficial Holders in respect of their Unsecured Notes Claims, and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, of the Unsecured Notes Claims indicated below in the document footer are Beneficial Holders of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes. Indicate in the appropriate column the aggregate

principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each Beneficial Holder must vote all of its Unsecured Notes Claims to accept or to reject the Plan and may not split such vote or vote to both accept and reject the Plan. If the Beneficial Holder has voted to reject the Plan and checked the box in Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Section 10.7(b) of the Plan, please place an X in the Item 3 column below.

Your Customer Account Number for Each Beneficial Holder of Class 6 Unsecured Notes Claims	Principal Amount of Unsecured Notes Claims Voted in <u>Item 2</u> of the Beneficial Holder Ballot			<u>Item 3</u> If the box in Item 3 of the Ballot was completed, place an X in the column below.
	To Accept the Plan		To Reject the Plan	
	\$	OR	\$	
	\$	OR	\$	
	\$	OR	\$	
	\$	OR	\$	
	\$	OR	\$	
	\$	OR	\$	
TOTALS:				

* To vote on the Plan, the Beneficial Holder must check one box in Item 2 to either ACCEPT or REJECT the Plan on its individual Beneficial Holder Ballot. If the Beneficial Holder did not check a box to either ACCEPT or REJECT the Plan, or checked both the box to ACCEPT the Plan and the box to REJECT the Plan, by order of the Bankruptcy Court the Beneficial Holder's vote will not be counted.

Item 4. Certification as to Transcription of Information from Item 4 as to Unsecured Notes Claims Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 4 of the Beneficial Holders' original Beneficial Holder Ballots, identifying any Unsecured Notes Claims for which such Beneficial Holders have submitted other Beneficial Holder Ballots other than to the undersigned:

Information to be Transcribed from Item 4 of Class 6 Beneficial Holder Ballots Regarding Other Ballots Cast in Respect of Unsecured Notes Claims				
Your Customer Account Number for the Beneficial Holder	Beneficial Holder's Customer Account Number for Other Account	CUSIP Number	Name of Broker, Bank, Dealer, Agent or Nominee for Other Account (if applicable)	Principal Amount of other Unsecured Notes Claims Voted

Item 5. Certification. By signing this Master Ballot, the undersigned certifies that each Beneficial Holder of the Class 6 Unsecured Notes Claims listed in Item 2 above has been provided with a CD-ROM containing the Disclosure Statement, including the Plan and all other exhibits thereto, a Confirmation Hearing Notice, and a copy of the Order approving the Disclosure Statement without exhibits. The undersigned further acknowledges that (a) each Beneficial Holder included in Item 2 above has submitted to you a Beneficial Holder Ballot and (b) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Order approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name of Nominee (Print or Type): _____

Participant Number: _____

Name of Nominee, Proxy Holder, or Agent (if applicable): _____

Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number (Including Area Code): () _____

E-mail Address: _____

Date Completed: _____

EXHIBIT 9

Form of Class 6 Unsecured Notes Claims Beneficial Holder Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Beneficial Holder Ballot.¹

Please note that, even if you intend to vote to reject the Plan, you must still read, complete, and execute this entire Beneficial Holder Ballot.

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	

**BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT THE
JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS**

CLASS 6: UNSECURED NOTES CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, the “**Plan**”). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, the “**Disclosure Statement**”).

You are receiving this Class 6 ballot (a “**Beneficial Holder Ballot**”) because you are the beneficial holder of a claim arising under the 9.375% unsecured notes due 2021 (the “**Unsecured Notes**”), issued pursuant to the Indenture dated as of May 13, 2013 between CHC Helicopter S.A., as issuer, each of the guarantors named therein, and The Bank of New York Mellon, as original indenture trustee. Law Debenture Trustee Company of New York is the successor indenture trustee for the Unsecured Notes. The Plan classifies these claims as Unsecured Notes Claims in Class 6.

You have a right to vote to accept or reject the Plan. You can cast your vote through this Beneficial Holder Ballot and return it to your broker, bank, commercial bank, trust company, dealer, or other agent or nominee (each of the foregoing, a “**Nominee**”), in accordance with the instructions provided by your Nominee, who will then submit a master ballot with respect to the Beneficial Holder Ballots it timely receives.

¹ All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

The United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in completing this Beneficial Holder Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at no charge by accessing the Debtors’ restructuring website at <http://www.kccllc.net/chc>, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at <http://www.deb.uscourts.gov>.

If you have any questions on how to properly complete this Beneficial Holder Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Please be advised that the Voting Agent cannot provide legal advice.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Beneficial Holder Ballot. You may wish to seek independent legal advice concerning the Plan and the classification and treatment of your Class 6 Unsecured Notes Claim under the Plan.

All Unsecured Notes Claims against the Debtors have been placed in Class 6 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [] AT 5:00 P.M. (PREVAILING CENTRAL TIME). PLEASE ALLOW TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

For your vote to be counted, your Nominee’s Master Ballot transmitting your vote must be properly completed, signed, and returned so that it is actually received by the Voting Agent, unless such time is extended in writing by the Debtors.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BROKER, BANK, COMMERCIAL BANK, TRUST COMPANY, DEALER, OR OTHER AGENT OR NOMINEE (EACH OF THE FOREGOING, A “NOMINEE”), PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND DELIVER THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to allow your Nominee to process your vote instructions and deliver a Master Ballot transmitting your vote, to the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exceptions) be binding on all holders of a Claim against

or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 4 AND ITEM 5.
5. **SIGN THE BENEFICIAL HOLDER BALLOT.**
6. RETURN THE ORIGINAL SIGNED BENEFICIAL HOLDER BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY, OR BY OVERNIGHT COURIER TO YOUR NOMINEE. **PLEASE CLOSELY FOLLOW THE VOTING INSTRUCTIONS PROVIDED BY YOUR NOMINEE.**
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BENEFICIAL HOLDER BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BENEFICIAL HOLDER BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BENEFICIAL HOLDER BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BENEFICIAL HOLDER BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

**INSTRUCTIONS FOR COMPLETING THE
BENEFICIAL HOLDER BALLOT FOR HOLDERS OF CLASS 6 UNSECURED NOTES CLAIMS**

1. This Beneficial Holder Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER BALLOT.**
2. The Plan will be accepted by Class 6 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 6 that actually vote on the Plan. In the event that Class 6 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 6 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.
3. In order for your Class 6 vote to be counted, this Beneficial Holder Ballot must be properly completed, signed, and returned in the envelope provided.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT ON OR BEFORE [____], 201____, AT [TIME] (PREVAILING CENTRAL TIME), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete this Beneficial Holder Ballot, you must follow the procedures described below:
 - a. if you hold an Unsecured Notes Claim in Class 6, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3.
 - c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

- d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;
- e. if you hold Class 6 Claims against more than one Debtor, your vote on this Beneficial Holder Ballot will count separately with respect to each such Debtor;
- f. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- g. provide your name and mailing address on your Beneficial Holder Ballot;
- h. sign and date your Beneficial Holder Ballot and provide the remaining information requested; and
- i. return your Beneficial Holder Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier to your Nominee.

IF YOU HAVE ANY QUESTIONS REGARDING THE BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BENEFICIAL HOLDER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT [HTTP://WWW.KCCLLC.NET/CHC](http://WWW.KCCLLC.NET/CHC). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Unsecured Notes Claims. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for a Beneficial Holder) of an Unsecured Notes Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest. If your Unsecured Notes Claim is held by a Nominee on your behalf and you do not know the principal amount of Unsecured Notes Claim held, please contact your Nominee immediately to obtain the amount.

Principal Amount of Unsecured Notes Claim: \$ _____
--

Item 2. Vote on the Plan. The undersigned beneficial holder of a Class 6 Unsecured Notes Claim in the amount identified in Item 1 hereby votes to:

Check one box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in

part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 6 Unsecured Notes Claim set forth in Item 1 elects to:

☐ **Opt Out of the Releases in Section 10.7(b) of the Plan**

Item 4. Certification as to Class 6 Unsecured Notes Claims held in Additional Accounts.

The undersigned beneficial holder hereby certifies that either (i) it has not submitted any other Beneficial Holder Ballots for other Class 6 Unsecured Notes Claims held in other accounts or other record names or (ii) it has provided the information specified in the following table for all other Unsecured Notes Claims for which it has submitted additional Beneficial Holder Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED UNSECURED NOTES CLAIMS BENEFICIAL HOLDER BALLOTS OTHER THAN THIS BENEFICIAL HOLDER BALLOT.

Other Ballots Cast in Respect of Class 6 Unsecured Notes Claims			
Your Name or Customer Account Number for Other Account for Which a Ballot Has Been Submitted	CUSIP Number	Name of Broker, Bank, Dealer, Agent or Nominee for Other Account for Which a Ballot has been Submitted (if applicable)	Principal Amount of Unsecured Notes Claim for Which Other Ballot has been Submitted

Item 5. Acknowledgements and Certification. By signing this Beneficial Holder Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the Unsecured Notes Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Beneficial Holder Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 10

Notice of Non-Voting Status – Unimpaired Classes

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

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

NOTICE OF NON-VOTING STATUS¹

PLEASE TAKE NOTICE THAT, on [____], 201_, the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) held a hearing (the “**Disclosure Statement Hearing**”) at which it approved the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be further amended, “**Disclosure Statement**”) ² of CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), and thereafter entered an order (the “**Order**”) with respect thereto. The Order, among other things, authorizes the Debtors to solicit votes to accept the *Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be amended, the “**Plan**”). You can find information about the hearing to consider confirmation of the Plan in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS ARE NOT IMPAIRED AND, THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) DEEMED TO HAVE ACCEPTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN.

Releases and Injunctions. Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan. Thus you are advised to consider the Plan carefully because your rights may be affected thereunder.

¹ Pursuant to the Plan, the Unimpaired Classes deemed to accept the Plan are Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), and Class 8 (Convenience Claims).

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

If you have any questions about the status of your Claim or if you wish to obtain paper copies of the Plan and Disclosure Statement, you may contact the Debtors' Voting Agent, Kurtzman Carson Consultants LLC, by email at chcinfo@kcc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Copies of the Plan and Disclosure Statement can also be accessed online at <http://www.kccllc.net/chc>. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov. **Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.**

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Dated: [____], 201_
Dallas, Texas

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 11

Notice of Non-Voting Status – Deemed to Reject Class

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

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

NOTICE OF NON-VOTING STATUS¹

PLEASE TAKE NOTICE THAT, on [____], 201_, the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) held a hearing (the “**Disclosure Statement Hearing**”) at which it approved the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be amended, “**Disclosure Statement**”) ² of CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), and thereafter entered an order (the “**Order**”) with respect thereto. The Order, among other things, authorizes the Debtors to solicit votes to accept the *Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. ____] (as may be amended, the “**Plan**”). You can find information about the hearing to consider confirmation of the Plan in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN, YOUR INTEREST IN THE DEBTORS IS IMPAIRED AND WILL RECEIVE NO RECOVERY AND, THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) DEEMED TO HAVE REJECTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN.

If you have any questions about the status of your Interest or if you wish to obtain paper copies of the Plan and Disclosure Statement, you may contact the Debtors’ Voting Agent, Kurtzman Carson Consultants LLC, by email at chcinfo@kcc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Copies of the Plan and Disclosure Statement can also be accessed online at <http://www.kccllc.net/chc>. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court’s website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website.

¹ Pursuant to the Plan, the Impaired Class deemed to reject the Plan is Class 10 Existing CHC Interests.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

A PACER password can be obtained at: www.pacer.psc.uscourts.gov. **Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.**

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Dated: [____], 201_
Dallas, Texas

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*)
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Facsimile: (212) 310-8007
Email: gary.holtzer@weil.com
Email: kelly.dibiasi@weil.com

Attorneys for Debtors and Debtors in Possession

EXHIBIT C

Notice of the Disclosure Statement Hearing

**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 HEARING TO CONSIDER APPROVAL OF
PROPOSED DISCLOSURE STATEMENT FOR DEBTORS’ JOINT PLAN
OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

TO PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:

CHC Group Ltd.	Case No. 16-31854
6922767 Holding SARL	Case No. 16-31855
Capital Aviation Services B.V.	Case No. 16-31856
CHC Cayman ABL Borrower Ltd.	Case No. 16-31857
CHC Cayman ABL Holdings Ltd.	Case No. 16-31858
CHC Cayman Investments I Ltd.	Case No. 16-31859
CHC Den Helder B.V.	Case No. 16-31860
CHC Global Operations (2008) ULC	Case No. 16-31862
CHC Global Operations Canada (2008) ULC	Case No. 16-31870
CHC Global Operations International ULC	Case No. 16-31879
CHC Helicopter (1) S.à r.l.	Case No. 16-31892
CHC Helicopter (2) S.à r.l.	Case No. 16-31895
CHC Helicopter (3) S.à r.l.	Case No. 16-31878
CHC Helicopter (4) S.à r.l.	Case No. 16-31882
CHC Helicopter (5) S.à r.l.	Case No. 16-31890
CHC Helicopter Australia Pty Ltd	Case No. 16-31872
CHC Helicopter Holding S.à r.l.	Case No. 16-31875
CHC Helicopter S.A.	Case No. 16-31863
CHC Helicopters (Barbados) Limited	Case No. 16-31865
CHC Helicopters (Barbados) SRL	Case No. 16-31867
CHC Holding (UK) Limited	Case No. 16-31868
CHC Holding NL B.V.	Case No. 16-31874
CHC Hoofddorp B.V.	Case No. 16-31861
CHC Leasing (Ireland) Limited	Case No. 16-31864
CHC Netherlands B.V.	Case No. 16-31866
CHC Norway Acquisition Co AS	Case No. 16-31869
Heli-One (Netherlands) B.V.	Case No. 16-31871
Heli-One (Norway) AS	Case No. 16-31876
Heli-One (U.S.) Inc.	Case No. 16-31881
Heli-One (UK) Limited	Case No. 16-31888
Heli-One Canada ULC	Case No. 16-31893
Heli-One Holdings (UK) Limited	Case No. 16-31894
Heli-One Leasing (Norway) AS	Case No. 16-31886
Heli-One Leasing ULC	Case No. 16-31891
Heli-One USA Inc.	Case No. 16-31853
Heliworld Leasing Limited	Case No. 16-31889
Integra Leasing AS	Case No. 16-31885
Lloyd Bass Strait Helicopters Pty. Ltd.	Case No. 16-31883
Lloyd Helicopter Services Limited	Case No. 16-31873

Lloyd Helicopter Services Pty. Ltd.	Case No. 16-31877
Lloyd Helicopters International Pty. Ltd.	Case No. 16-31880
Lloyd Helicopters Pty. Ltd.	Case No. 16-31884
Management Aviation Limited	Case No. 16-31887

PLEASE TAKE NOTICE THAT that on November 11, 2016, CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), filed the *Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, dated November 11, 2016 [Docket No. ____] (as may be further amended, the “**Plan**”) and the proposed *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, dated November 11, 2016 [Docket No. ____] (as may be further amended, the “**Proposed Disclosure Statement**”), pursuant to section 1125 of Title 11 of the United States Code (the “**Bankruptcy Code**”).

PLEASE TAKE FURTHER NOTICE THAT:

1. A hearing (the “**Disclosure Statement Hearing**”) will be held before the Honorable Barbara J. Houser, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”), Earle Cabell Federal Building, 1100 Commerce St., Courtroom #2, 14th Floor, Dallas, Texas 75242, on **December, 20, 2016 at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel can be heard, to consider entry of an order determining, among other things, that the Proposed Disclosure Statement contains “adequate information” within the meaning ascribed to such term in section 1125 of the Bankruptcy Code and approving the Proposed Disclosure Statement.¹

2. Any party in interest wishing to obtain a copy of the Proposed Disclosure Statement and the Plan should contact Kurtzman Carson Consultants LLC by email at chcinfo@kcc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Interested parties may also review the Proposed Disclosure Statement and the Plan free of charge at <http://www.kccllc.net/chc>. In addition, the Proposed Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court’s website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.

3. Objections, if any, to approval of the Proposed Disclosure Statement must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by such party against the Debtors’ estates or property; (d) provide the basis for objection and specific grounds thereof; and (e) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk’s Office, Earle Cabell Federal Building, 1100 Commerce St., Courtroom #2, 14th Floor, Dallas, TX 75242, and served upon the following parties, so as to actually be received by the **December 12, 2016 at 4:00 p.m. (prevailing Central Time)**.

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

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4. **IF AN OBJECTION TO THE PROPOSED DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY WILL BE BARRED FROM OBJECTING TO THE PROPOSED DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND WILL NOT BE HEARD AT THE DISCLOSURE STATEMENT HEARING.**

5. The Disclosure Statement Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in Bankruptcy Court of such adjournment on the date scheduled for the Disclosure Statement Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court.

Dated: [____], 201_
Dallas, Texas

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-and-

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Attorneys for Debtors and Debtors in Possession