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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**

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

**FIRST AMENDMENT TO THE PLAN SUPPLEMENT IN CONNECTION WITH  
THE DEBTORS' THIRD AMENDED JOINT CHAPTER 11 PLAN**

Attached hereto is the First Amendment (the "**First Amendment**") to the Plan Supplement [Docket No. 1519] (the "**Initial Plan Supplement**") in connection with, and as defined in, the Debtors' Second Amended Joint Chapter 11 Plan dated December 19, 2016 [Docket No. 1371] (as has been modified and may be further modified or amended, the "**Plan**") of CHC Group Ltd. and its above-captioned chapter 11 affiliates, as debtors and debtors in possession (collectively, the "**Debtors**").

The documents contained in the First Amendment and the Initial Plan Supplement (together, "the **Plan Supplement**") **are integral to and part of the Plan and, if the Plan is confirmed, shall be approved in connection therewith.**

The Debtors, consistent with the terms of the Plan and any consent rights set forth in the Plan Support Agreement, reserve the right to alter, amend, modify, or supplement any document in the Plan Supplement.



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The hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) shall be held on **February 13, 2017 at 9:00 a.m. (prevailing Central Time)**, before the Honorable Barbara J. Houser, United States Bankruptcy Judge, in Courtroom #2, 14th Floor of the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”), Earle Cabell Federal Building, 1100 Commerce St., Dallas, Texas 75242. 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.

Dated: Dallas, Texas  
February 8, 2017

/s/ Stephen A. Youngman

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**List of Documents Included in First Amendment to the Plan Supplement**

Exhibit A	Amended and Restated Reorganized CHC Operating Agreement ( <b>Amends and Supersedes Exhibit “C” to the Initial Plan Supplement</b> )
Exhibit A1	Blackline of Amended and Restated Reorganized CHC Operating Agreement
Exhibit B	Amended and Restated ABL Credit Agreement ( <b>Amends and Supersedes Exhibit “E” to the Initial Plan Supplement</b> )
Exhibit B1	Blackline of Amended and Restated ABL Credit Agreement
Exhibit C	Amended Schedule of Assumed Aircraft Leases ( <b>Amends and Supersedes Exhibit “H3” to the Initial Plan Supplement</b> )
Exhibit C1	Blackline of Amended Schedule of Assumed Aircraft Leases
Exhibit D	Amended Schedule of Rejected Aircraft Leases ( <b>Amends and Supersedes Exhibit “H4” to the Initial Plan Supplement</b> )
Exhibit D1	Blackline of Amended Schedule of Rejected Aircraft Leases
Exhibit E	Amended Schedule of Postpetition Aircraft Agreements ( <b>Amends and Supersedes Exhibit “H5” to the Initial Plan Supplement</b> )
Exhibit E1	Blackline of Amended Schedule of Postpetition Aircraft Agreements

**Exhibit A**

**Amended and Restated Reorganized CHC Operating Agreement**

**AMENDED AND RESTATED**  
**LIMITED LIABILITY COMPANY AGREEMENT**  
**OF**  
**CHC GROUP LLC**

(a Cayman Islands limited liability company)

Effective as of

[●], 2017

THE UNITS ISSUED PURSUANT TO THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE OR FOREIGN SECURITIES LAWS AND, AS SUCH, THEY MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER AND EXCEPT IN COMPLIANCE WITH APPLICABLE STATE OR FOREIGN SECURITIES LAWS. TRANSFER OF THE UNITS REPRESENTED BY THIS AGREEMENT ARE FURTHER SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS SET FORTH HEREIN.

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS .....	2
1.1 Definitions.....	2
1.2 Construction; Usage Generally .....	8
1.3 Cross References to Other Defined Terms .....	9
ARTICLE II THE COMPANY AND ITS BUSINESS.....	11
2.1 Formation .....	11
2.2 Company Name .....	11
2.3 Effective Date .....	11
2.4 Term .....	11
2.5 Offices .....	11
2.6 Filings; Authorized Persons .....	11
2.7 Purposes .....	12
2.8 No Partnership .....	12
ARTICLE III CAPITAL CONTRIBUTIONS; DISTRIBUTIONS .....	12
3.1 Admission .....	12
3.2 Additional Capital Contributions; Additional Capital Commitment .....	13
3.3 No Interest in Company Property .....	14
3.4 Distributions.....	14
3.5 Conversion of Convertible Notes.....	14
3.6 Withdrawal of the Initial Member .....	14
ARTICLE IV UNITS.....	14
4.1 Authorized Units .....	14
4.2 Designation of Units .....	15
4.3 Issue of Units; Register; Transfer Agent .....	15
4.4 Certificates; Book-Entry .....	15
ARTICLE V MANAGEMENT OF THE COMPANY .....	17
5.1 Management and Control of the Company .....	17
5.2 Members Shall Not Manage or Control.....	18
5.3 Board of Managers.....	18
5.4 Board Observers.....	19
5.5 Meetings of the Board of Managers.....	20
5.6 Quorum and Voting .....	21
5.7 Procedural Matters of the Board of Managers .....	21
5.8 Officers .....	22
5.9 Terms of Office; Resignation; Removal .....	22
5.10 Compensation of Officers .....	22
5.11 Related Party Transactions .....	22
5.12 Compliance with Law .....	23

ARTICLE VI MEMBERS AND MEETINGS .....	23
6.1 Members .....	23
6.2 Admission of New Members .....	23
6.3 [reserved] .....	23
6.4 Power of Members .....	23
6.5 Meetings of Members .....	24
6.6 Place of Meetings.....	24
6.7 Notice of Members' Meetings .....	24
6.8 Waiver of Notice.....	24
6.9 Voting .....	25
6.10 Quorum; Vote Required.....	25
6.11 Approval by Members of Certain Matters .....	25
6.12 Action by Written Consent of Members .....	25
6.13 Voting by Ballot.....	26
6.14 No Cumulative Voting.....	26
6.15 Voting by, and Deemed Membership of, Convertible Noteholders .....	26
6.16 FATCA .....	26
ARTICLE VII EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY .....	27
7.1 Exculpation .....	27
7.2 Indemnification .....	27
7.3 Liability; Duties .....	29
7.4 Insurance .....	30
7.5 Limited Liability Company Opportunity .....	30
ARTICLE VIII ACCOUNTING; FINANCIAL AND TAX MATTERS .....	31
8.1 Books and Records; Reports .....	31
8.2 Fiscal Year; Taxable Year .....	32
8.3 Bank and Investment Accounts .....	33
8.4 Tax Treatment.....	33
ARTICLE IX TRANSFERS OF UNITS; TAG-ALONG RIGHT; DRAG-ALONG RIGHT; PRE-EMPTIVE RIGHTS .....	33
9.1 Limitation on Transfer .....	33
9.2 Tag-Along Right .....	34
9.3 Drag-Along Right .....	35
9.4 Condition to Transfers .....	37
9.5 Effect of Transfer .....	38
9.6 Tolling.....	39
9.7 Pre-Emptive Rights.....	39
9.8 Exchange Offers with Respect to the Company .....	41
ARTICLE X INITIAL PUBLIC OFFERING .....	41
10.1 Initial Public Offering .....	41
10.2 Registration Rights Agreement.....	42

ARTICLE XI DISSOLUTION OF COMPANY; LIQUIDATION AND DISTRIBUTION	
OF ASSETS .....	42
11.1 Events of Dissolution.....	42
11.2 Liquidation; Winding Up.....	42
11.3 Survival of Rights, Duties and Obligations .....	43
11.4 Claims of the Members .....	43
11.5 Authority to Present a Winding up Petition on Behalf of the Company .....	43
ARTICLE XII MISCELLANEOUS.....44	
12.1 Expenses .....	44
12.2 Further Assurances.....	44
12.3 Notices .....	44
12.4 Amendments; Termination .....	44
12.5 Severability .....	45
12.6 Headings and Captions .....	45
12.7 Counterparts .....	45
12.8 GOVERNING LAW .....	45
12.9 Jurisdiction.....	45
12.10 Entire Agreement; Non-Waiver .....	46
12.11 No Third Party Beneficiaries .....	46
12.12 No Right to Partition .....	46
12.13 Investment Representation and Indemnity.....	46
12.14 Confidentiality .....	47
Exhibit A Form of Transfer Notice	
Exhibit B Form of Joinder	



**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
CHC GROUP LLC**

**THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** (as may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, this “**Agreement**”) of CHC Group LLC, a Cayman Islands limited liability company (the “**Company**”), effective as of [●], 2017 (the “**Effective Date**”), is adopted and entered into by and among the Company, and the Members (as defined herein) deemed to be parties hereto, Helicopter Member Ltd., a Cayman Islands exempted company (the “**Initial Member**”) and such other Persons (as defined herein) who shall become Members in accordance with the provisions contained herein and pursuant to and in accordance with the LLC Law (as defined herein), in order to amend and restate in its entirety the Initial Limited Liability Company Agreement of the Company, dated December 14, 2016 (as amended, supplemented, or otherwise modified on or prior to the Effective Date, the “**Initial Agreement**”).

WHEREAS, the Company was initially formed as a limited liability company on December 14, 2016, under the name “Helicopter Company I LLC” pursuant to a Statement in Terms of Section 5 of the LLC Law (the “**Section 5 Statement**”), filed with Registrar of Limited Liability Companies of the Cayman Islands on December 14, 2016 (the “**Certificate of Formation**”), which Certificate of Formation was amended on February [7], 2017 by the filing of a Statement in Terms of Section 8 of the LLC Law with the Registrar of Limited Liability Companies, to reflect a change in the Company’s name to “CHC Group LLC”;

WHEREAS, (a) on May 5, 2016, CHC Group Ltd. (“**CHC Parent**”), and certain of its debtor affiliates (collectively, the “**Debtors**”) commenced jointly administered proceedings styled *In re: CHC Group Ltd. et al.* under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) and (b) on September 30, 2016, the Supreme Court of British Columbia (the “**Canadian Court**”) recognized the Chapter 11 Proceedings as foreign main proceedings in proceedings commenced under Part IV of the Companies’ Creditors Arrangement Act;

WHEREAS, on February [●], 2017, the Debtors filed with the Bankruptcy Court the Debtors’ Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Procedures [Docket No. [●]] (as amended and supplemented from time to time, the “**Plan**”);

WHEREAS, on January 10, 2017, the Grand Court of the Cayman Islands (the “**Cayman Islands Court**”) appointed Joint Provisional Liquidators to CHC Parent to assist and oversee CHC Parent’s directors in taking such steps as are necessary in the Cayman Islands to promote and/or facilitate the Plan;

WHEREAS, on [●], 2017, the Bankruptcy Court entered an order confirming the Plan and on [●], 2017, the Canadian Court recognized the confirmation order of the Bankruptcy Court;

WHEREAS, on [●], 2017, the Cayman Islands Court made an order pursuant to section 99 of the Companies Law (2016 Revision) of the Cayman Islands validating the sale and purchase of all of the Assets (as defined in the Plan) of CHC Parent by the Company or its nominee (the “*Cayman Proceedings*”) pursuant to that certain Asset Purchase Agreement, by and between the Company and CHC Parent, dated as of January 6, 2017, and effective as of the Effective Date (the “*Asset Purchase Agreement*”);

WHEREAS, in accordance with the Plan and as validated by the Cayman Islands Court in the Cayman Proceedings, the Company or its nominated wholly-owned entity has acquired all of the Assets (as defined in the Plan) of CHC Parent and pursuant to the Plan, the Company will serve as the parent company for the reorganized business of the Debtors;

WHEREAS, the Company shall be treated as a corporation for U.S. federal income tax purposes;

WHEREAS, pursuant to the Plan, and as of the Effective Date, each Member is to become a member of the Company and is automatically deemed to have accepted the terms of this Agreement (in its capacity as a Member of the Company) and to be a party hereto as a Member without any further action and as if, and with the same effect as if, such Member had delivered a duly executed counterpart signature page to this Agreement; and

WHEREAS, the parties hereto desire to amend and restate the Initial Agreement and to enter into this Agreement to provide for, among other things, the management of the business and affairs of the Company, the allocation of profits and losses among the Members, the respective rights and obligations of the Members to each other and to the Company, the withdrawal of the Initial Member, and certain other matters.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and among the parties hereto as set forth in this Agreement.

## **ARTICLE I** **DEFINITIONS**

### **1.1 Definitions.**

As used in this Agreement, the following terms shall have the meanings set forth below:

“1% Member” means each Member that, together with its Affiliates, holds, as of the applicable date of determination, at least one percent (1%) of the outstanding Common Units.

“Affiliate” means, with respect to any Person (as defined herein), any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, including portfolio companies of such Person and, in the case of any Affiliate that is an Investment Manager, funds and/or accounts that are managed, advised or sub-advised by such Investment Manager or any Affiliate thereof. The term “Affiliated” shall have a correlative meaning.

“Beneficial Owner” means any Person beneficially owning an interest in Common Units through a Nominee, which interest is credited to the account of the Nominee as the registered holder and Member through the book-entry system maintained by DTC, the Company or its transfer agent.

“Board of Managers” means the Board of Managers provided for in Article V.

“Business Day” means any calendar day that is not a Saturday, Sunday or other calendar day on which banks are required or authorized to be closed in New York, New York.

“Capital Contribution” means the contribution made by a Member in accordance with Section 3.1.

“Change of Control” shall be deemed to occur:

(1) if at any time, and other than as contemplated by the Plan, any Person or group (within the meaning of Rule 13d-5 under the Exchange Act as in effect on the Effective Date), other than any combination of the Permitted Holders (or a single Permitted Holder), shall own beneficially (within the meaning of Rule 13d-5 under the Exchange Act as in effect on the Effective Date), directly or indirectly, in the aggregate 50% or more of the Vote;

(2) upon the sale, lease or transfer, in one or a series of related transactions, of all or substantially all the assets of the Company and its Subsidiaries, taken as a whole, to a Person other than any of the Permitted Holders; or

(3) at any time, the Company shall cease to own and control, directly or indirectly, beneficially and of record, 100% of the Voting Stock (as defined in the Convertible Indenture) and other Capital Stock (as defined in the Convertible Indenture) of CHC Helicopter Holding S.à r.l.

“Chief Executive Officer” means the natural person from time to time serving as chief executive officer of the Company in accordance with this Agreement.

“Code” means the U.S. Internal Revenue Code of 1986, as amended, including any successor provisions and transition rules.

“Commission” means the U.S. Securities and Exchange Commission.

“Common Units” means the Units representing limited liability company Securities in the Company as the Company may issue from time to time in accordance with the terms of this Agreement and that are denominated as Common Units.

“Competitor of the Company” means any Person (including a holding company, but not including any private equity fund, hedge fund, alternative investment vehicle or other similar entity, or any of such entities’ Affiliates, which may control such Person) who is a competitor of the Company with substantial revenue/EBITDA from helicopter flight operations or helicopter maintenance, repair and overhaul operations, in each case primarily in support of the offshore oil and gas operations.

“control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Convertible Indenture” means that certain Indenture, dated as of [●], 2017, governing the Convertible Notes, by and among the Company and Finance Corp, certain Subsidiaries of the Company as guarantors, and The Bank of New York Mellon, as trustee and collateral agent, as the same may be amended from time to time.

“Convertible Noteholder” means any Person in whose name a Convertible Note is registered pursuant to the terms of the Convertible Indenture.

“Convertible Notes” means the Zero Interest Second Lien Convertible Notes due 2020 issued jointly by the Company and Finance Corp pursuant to the Convertible Indenture.

“Designated Convertible Noteholder Provisions” means Sections 3.4, 3.5, 6.15 and 12.4.

“DGCL” means the Delaware General Corporation Law, as the same may be amended from time to time.

“Excluded Issuances” means the issuance of equity or debt convertible into equity or equity-linked securities of the Company or its Subsidiaries (i) pursuant to conversion or exchange rights included in equity interests previously issued in compliance with the provisions of Section 9.7, (ii) in connection with a pro rata split, division or dividend of Units, (iii) that are issued pursuant to the Management Incentive Plan or any compensation plan or incentive plan approved by the Board of Managers pursuant to this Agreement (any equity interests issued pursuant to this clause (iii), “*Incentive Units*”), (iv) (a) as consideration in any merger, acquisition, joint venture or similar transaction, so long as such issuance does not involve cash consideration, or (b) as financing to fund such a transaction, (v) in connection with an exchange of equity, debt or debt securities offered on a pro rata basis among all holders of Common Units, (vi) pursuant to underwritten or otherwise widely distributed public offerings, (vii) pursuant to any private placement of warrants to purchase any form of equity interests in the Company to lenders that are not a Member (or an Affiliate thereof) unless approved pursuant to Section 5.11 providing debt financing to the Company or any of its Subsidiaries, (viii) by a Subsidiary to the Company or any of its wholly owned Subsidiaries and (ix) pursuant to any Note Conversion in accordance with the provisions of Section 3.5.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

“FATCA” means one or more of the following, as the context requires:

(a) Sections 1471 to 1474 of the Code and any associated legislation, regulations or guidance, commonly referred to as the U.S. Foreign Account Tax Compliance Act, the Common Reporting Standard (“CRS”) issued by the Organization for Economic Cooperation and Development, or similar legislation, regulations or guidance enacted in any

other jurisdiction which seeks to implement equivalent tax reporting and/or withholding tax regimes;

(b) any intergovernmental agreement, treaty or any other arrangement between the Cayman Islands and any of the U.S., the U.K. or any other jurisdiction (including between any government bodies in each relevant jurisdiction), entered into to facilitate, implement, comply with or supplement the legislation, regulations or guidance described in clause (a); and

(c) any legislation, regulations or guidance implemented in the Cayman Islands to give effect to the matters outlined in the preceding clauses.

“Federal Income Tax” means any Tax (as defined herein) imposed under Subtitle A of the Code or any other provision of United States federal income tax law (including the Taxes imposed by Sections 11, 55, 59A, and 1201(a) of the Code), and any interest, additions to Tax or penalties applicable or related to such Tax.

“Finance Corp” means CHC Finance Ltd., a Cayman Islands exempted limited company.

“FINRA” means the Financial Industry Regulatory Authority.

“GAAP” means generally accepted accounting principles in Canada, the United States or under International Financial Reporting Standards, as applicable, set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such in effect from time to time.

“Governmental Authority” means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

“Independent Manager” means any Manager of the Company who meets the independence requirements of the New York Stock Exchange as in effect from time to time.

“Initial Public Offering” means a public offering of the equity interests of the Company or any successor thereto, pursuant to an effective registration statement filed under the Securities Act.

“Investment Manager” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, has the power to direct or control the investment decisions of such Person.

“Law” means any federal, state, local or foreign or provincial law, statute, ordinance, rule, regulation, judgment, Order, injunction, decree or agency requirement having the force of law or any undertaking to or agreement with any governmental authority, including common law.

“LLC Law” means the Limited Liability Companies Law, 2016, of the Cayman Islands, as the same may be amended from time to time.

“Manager” means a natural person serving as a member of the Board of Managers in accordance with this Agreement.

“Management Incentive Plan” means the management incentive plan of the Company adopted by the Board of Managers on or as soon as reasonably practicable after, the Effective Date, pursuant to the Plan.

“Members” means the Persons who are parties hereto as listed on the Register as of the applicable time of determination; *provided, however*, that such term shall also include such other Persons who shall become members of the Company in accordance with the terms of this Agreement and pursuant to and in accordance with the LLC Law and shall also be deemed to include, for purposes of the provisions herein relating to the calling of, giving notice of, and voting at, meetings of Members (including the proceedings of such meetings), the Convertible Noteholders; *provided, further, however*, that, a Person shall cease to be a Member for purposes of this Agreement at such time as such Person ceases to own any Units. For the avoidance of doubt, the Convertible Noteholders shall be deemed to be Members for the purposes set forth in Section 6.15 and Section 12.4.

“Nominee” means a broker, dealer, commercial bank, trust company or other nominee holding Units for the benefit of a Beneficial Owner.

“Order” means a subpoena, order, judgment or decree of a court or governmental or regulatory agency of competent jurisdiction.

“Person” means any individual, corporation, company, voluntary association, partnership, joint venture, limited liability company, trust, estate, unincorporated organization, Governmental Authority or other entity and shall include any “group” within the meaning of the regulations promulgated by the Commission under Section 13(d) of the Exchange Act.

“Permitted Holder” means each of (i) any Person (together with their Affiliates) owning beneficially (within the meaning of Rule 13d-5 under the Exchange Act as in effect on the Effective Date) directly or indirectly, in the aggregate 7.5% or more of the Vote as of the Effective Date and any of their Affiliates and (ii) any “group” (within the meaning of Rule 13d-5 under the Exchange Act as in effect on the Effective Date) of which any of the foregoing Persons identified in clause (i) are members, provided that such “group” shall own beneficially (within the meaning of Rule 13d-5 of the Exchange Act as in effect on the Effective Date), directly or indirectly, at least 50% of the Vote.

“Pre-Emptive Rights Member” means each (a) 1% Member and (b) Convertible Noteholder holding at least 1% of the Vote, in each case, solely to the extent such Member or Convertible Noteholder is an “accredited investor” (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act).

“Related Person” means (i) any Affiliate of the Company and (ii) any other Person if such other Person, together with its Affiliates, beneficially owns (within the meaning of Rule 13d-3 under the Exchange Act) in the aggregate more than ten percent (10%) of the

outstanding Units; *provided*, that for the purposes of this definition, portfolio companies (i.e., operating companies acting in the ordinary course of their business and that are not formed for the purposes of, or in contemplation of, the subject transaction) of any such Person shall be excluded.

“Register” means the register of Units maintained by the transfer agent on behalf of the Company in which the Company will provide for the registration and Transfer of Units.

“Securities” means “securities” as defined in Section 2(a)(1) of the Securities Act and includes, with respect to any Person, such Person’s capital stock or other equity interests or any options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such Person’s capital stock.

“Securities Act” means the Securities Act of 1933, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

“Subsidiary” means, with respect to any Person, any other Person, whether incorporated or unincorporated, in which the Company or any one or more of its other Subsidiaries, directly or indirectly, owns or controls: (i) fifty percent (50%) or more of the securities or other ownership interests, including profits, equity or beneficial interests; or (ii) securities or other interests having by their terms ordinary voting power to elect more than fifty percent (50%) of the board of directors or others performing similar functions with respect to such other Person that is not a corporation.

“Tax” and “Taxes” means any U.S. federal, state or local, or non-U.S. taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Transfer” means any, direct or indirect, transfer, sale, assignment, pledge, hypothecation or other disposition of any Unit, whether voluntary or involuntary, or any agreement to transfer, sell, assign, pledge, hypothecate or otherwise dispose of any Unit, including any such transfer, sale, assignment, pledge, hypothecation, disposition by operation of Law or otherwise to an heir, successor or assign; *provided, however*, that (i) a transaction that is a pledge shall not be deemed to be a Transfer but a foreclosure pursuant thereto shall be deemed to be a Transfer; (ii) with respect to any Member that is a widely held “investment company” as defined in the Investment Company Act of 1940, as amended (the “**Investment Company Act**”), or any publicly traded company whose securities are registered under the Exchange Act, a transfer, sale, assignment, pledge, hypothecation, or other disposition of ownership interests in such investment company or publicly traded company shall not be deemed a Transfer; and (iii) with respect to any Member that is a private equity fund, hedge fund or similar vehicle, any Transfer of limited partnership or other similar non-controlling interests in any entity which is a pooled investment vehicle holding other material investments and which is an equityholder (directly or indirectly) of a Member, or the change in control of any general partner, manager or similar person of such entity, will not be deemed to be a Transfer for purposes hereof. The term “Transferred” shall have a correlative meaning.

“Unit Percentage Interest” means, with respect to any Member’s or Convertible Noteholder’s share as of a given determination date, a fraction, (i) the numerator of which is the total number of Common Units held by such Person (with respect to any Convertible Noteholder, treating such Convertible Noteholder as if such Convertible Noteholder held the total amount of Common Units such Convertible Noteholder would be entitled to receive as of such date if it elected to have all of its outstanding Convertible Notes converted into Common Units pursuant to the terms of the Convertible Indenture) and (ii) the denominator of which is the total number of Common Units issued and outstanding at the determination date (including for this purpose all Common Units which would be issuable upon the conversion of all outstanding Convertible Notes pursuant to the terms of the Convertible Indenture as of such date), excluding, from each of the numerator and the denominator above, any options, Incentive Units or similar Securities.

“Units” means the Common Units of the Company issued pursuant to the terms of this Agreement.

“Vote” means, the outstanding Common Units, excluding Incentive Units, and all Common Units issuable upon the Note Conversion as of such date.

## 1.2 Construction; Usage Generally.

(a) The definitions in this Article I or the Schedules to this Agreement shall apply equally to both the singular and plural forms of the terms defined.

(b) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” and shall not be construed to limit any general statement that they follow to the specific or similar items or matters immediately following them.

(c) Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates.

(d) All references to days (excluding references to Business Days) or months shall be deemed references to calendar days or months.

(e) Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

(f) All references herein to “Articles,” “Sections” and “Schedules” shall be deemed to be references to Articles and Sections of, and Schedules to, this Agreement unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein and, unless otherwise defined therein, all terms used in any Schedule shall have the meaning ascribed to such term in this Agreement. The words “hereof,” “herein” and “hereunder” and words of similar import



when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) All accounting terms not defined in this Agreement shall have the meanings determined by GAAP. Any reference in this Agreement to “\$” or “dollars” shall mean United States dollars.

(h) In calculating any Member’s or Convertible Noteholder’s Unit Percentage Interest or Vote for the purposes of determining whether such Person shall have any rights under this Agreement, all Units and Convertible Notes held by Affiliated Members and Affiliated Convertible Noteholders shall be aggregated for the purposes of such calculation and determination; *provided, however*, that no Units or Convertible Notes shall be attributed to more than one Member, Convertible Noteholder or Person within any such group of Affiliated Members or Affiliated Convertible Noteholders. Except as may be otherwise provided in this Agreement, and pursuant to Sections 6.9 and 6.15, each holder of Common Units shall be entitled to one (1) vote for each Common Unit owned by such holder and each Convertible Noteholder shall be entitled to that number of votes equal to the whole number of Common Units (rounded to the near nearest whole Unit (with one-half (½) rounded upward)) into which such Convertible Noteholder’s aggregate principal amount of outstanding Convertible Notes is convertible immediately after the close of business on the record date for the determination of the Members entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of Members is solicited.

(i) The language used in this Agreement has been chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

1.3 Cross References to Other Defined Terms. Each capitalized term listed below is defined on the corresponding page of this Agreement:

<u>Term</u>	<u>Page No.</u>
Additional Capital Contribution .....	14
Agreement.....	1
Asset Purchase Agreement .....	2
Bain .....	18
Bain Manager.....	18
Bain Manager Threshold.....	18
Bankruptcy Court.....	1
Beneficial Ownership Transfer .....	33
Board Observer .....	19
Buyout Notice .....	36
Canadian Court .....	1
Cayman Islands Court.....	1
Cayman Proceedings.....	2
CEO Manager .....	18

Certificate of Formation.....	1
CHC Parent .....	1
Company .....	1
Confidential Information .....	47
Damages.....	28
Debtors .....	1
Designated Independent Manager.....	18
Determination Date .....	18
Drag Third Party Purchaser .....	35
Drag-Along Outside Date .....	36
Drag-Along Sale .....	35
Dragging Members .....	35
DTC.....	13
Effective Date .....	1
Effective Transfer Time .....	38
Election Period.....	39
Event of Dissolution .....	42
Exchange Offer .....	41
Fund Indemnitee .....	28
Fund Indemnitors .....	28
Incentive Units .....	4
Indemnitee.....	27
Initial Agreement .....	1
Initial Member .....	1
Investment Company Act .....	7
Issuance .....	39
Majority Managers.....	18
New Securities .....	39
Noncompetitor Certification .....	32
Note Conversion .....	14
Notice of Acceptance .....	40
Offered Securities .....	39
Permitted Amendment .....	15
Plan .....	1
Pre-Emptive Offer Notice .....	39
Pre-Emptive Right .....	39
Proportionate Percentage .....	39
Proposed Transfer .....	34
Protected Person.....	27
Related Party Approval.....	23
Section 5 Statement.....	1
Selling Tag Member.....	34
Stock .....	42
Subject Purchaser.....	39
Successor Corporation .....	41
Tag Third Party Purchaser .....	34
Tag-Along Notice.....	34
Tag-Along Notice Period .....	34

Tag-Along Rightholder .....	34
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## ARTICLE II

### **THE COMPANY AND ITS BUSINESS**

2.1 Formation. The Members hereby agree to continue the Company, which was formed pursuant to the provisions of the LLC Law and the Section 5 Statement, and hereby agree that the Company shall be governed by the terms and conditions of this Agreement and, except as otherwise provided herein, the LLC Law. This Agreement shall constitute the “LLC agreement” (as that term is used in the LLC Law) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the LLC Law and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the LLC Law in the absence of such provision, this Agreement shall, to the extent permitted by the LLC Law, control.

2.2 Company Name. The Members hereby agree that the name of the Company shall be “CHC Group LLC”. The Board of Managers may (without the consent or approval of any Member) change the Company’s name at any time and from time to time in accordance with the provisions of the LLC Law and upon notice to the other Members.

2.3 Effective Date. This Agreement is entered into, and is effective, as of the Effective Date.

2.4 Term. The Company shall continue until dissolved and its affairs wound up in accordance with the LLC Law and the terms of this Agreement.

2.5 Offices. The address of the Company’s registered office in the Cayman Islands is c/o Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman, KY1-9008, Cayman Islands or at such other or additional place or places as the Board of Managers shall determine from time to time. The name and address of the registered agent in the Cayman Islands for service of process are c/o Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman, KY1-9008, Cayman Islands. The Company shall maintain a principal place of business and office(s) at such place or places as the Board of Managers may from time to time designate. The Company shall provide prompt written notice to the Members of any change in the Company’s principal place of business.

2.6 Filings; Authorized Persons. The Members shall execute and deliver such documents and perform such acts consistent with the terms of this Agreement as may be necessary to comply with the requirements of Law for the formation, qualification and operation of a limited liability company, the ownership of property and the conduct of business under the Laws of the Cayman Islands and each other jurisdiction in which the Company shall own property or conduct business. Steven Manning was designated as an “authorized person,” within the meaning of the LLC Law, to execute, deliver such documents and instruments on behalf of the Company and to take such other action on behalf of the Company, as directed by the “Managing Member” from time to time under the Initial Agreement, including in connection with the Restructuring Transactions and the Rights Offering (each as defined in the Plan). The

Members hereby approve and ratify the execution and delivery of such documents and instruments by Steven Manning for and on behalf of the Initial Member and/or the Company, as the case may be, and any other actions taken by Steven Manning for and on behalf of the Initial Member and/or the Company, as the case may be, as an authorized person of the Company from execution of the Initial Agreement up to and including the execution of this Agreement. Furthermore, the Members as members of the Company, and the Company for itself and as member and/or shareholder of any Subsidiary of the Company, hereby confirm, ratify and approve all such actions taken by Steven Manning, the Initial Member and/or the Company up to and including the closing of the transactions contemplated herein and in the Asset Purchase Agreement, including in connection with the Restructuring Transactions and the Rights Offering (each as defined in the Plan). On the Effective Date, and following closing of the transactions contemplated by the Asset Purchase Agreement, Steven Manning's powers as an authorized person shall cease, and officers of the Company or such other natural persons as the Board of Managers may thereafter designate in writing shall be deemed authorized persons within the meaning of the LLC Law and are authorized to execute such documents and instruments on behalf of the Company and to take such other action on behalf of the Company, as, in each case, is directed by the Board of Managers from time to time.

2.7 Purposes. The Company is formed for the purposes of engaging in any lawful acts or activities for which limited liability companies may be organized under the LLC Law and to engage in any and all activities necessary or incidental thereto. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the LLC Law.

2.8 No Partnership. The Members intend that the Company shall not be a partnership (including a limited partnership) or joint venture, and that no Member, Manager or officer of the Company shall be a partner or joint venturer of any other Member, Manager or officer of the Company as a result of this Agreement.

### **ARTICLE III**

#### **CAPITAL CONTRIBUTIONS; DISTRIBUTIONS**

##### 3.1 Admission.

(a) On the Effective Date and pursuant to the Plan (or such later date as provided for under the Plan as a result of resolved Disputed Claims (as defined in the Plan)), each of the Beneficial Owners has exchanged, or is deemed to have exchanged, directly or indirectly, such Beneficial Owner's Allowed Senior Secured Notes Claims (as defined in the Plan), such Beneficial Owner's Allowed Unsecured Notes Claims (as defined in the Plan) or such Beneficial Owner's Allowed General Unsecured Claims (as defined in the Plan), as applicable (or such Beneficial Owner has received a Substitute Distribution (as defined in the Plan)), for newly authorized and issued Common Units of the Company, which are registered in the name of such Beneficial Owner's Nominee as set forth on the Register and as described in the last sentence of this Section 3.1(a). Such exchange shall be deemed capital contributions to the Company. Pursuant to the Plan, each Member is automatically deemed to have accepted the terms of this Agreement (in its capacity as a Member of the Company) and is automatically deemed to be a party hereto as a Member as if, and with the same effect as if, such Member had delivered a

duly executed counterpart signature page to this Agreement, in each case, without any further action by any party. Notwithstanding anything to the contrary contained herein, no further approval of the Board of Managers, any Member or any other Person shall be required with respect to the foregoing. All Common Units on the Effective Date (or such later date as provided for under the Plan as a result of resolved Disputed Claims) to be delivered under the Plan (including in connection with the Substitute Distribution as part of the Rights Offering) shall be registered in the name of the Nominee that acted as the participant of The Depository Trust Company (the “**DTC**”) for the Claims (as defined in the Plan) giving rise to the right to receive such Common Units and such Nominees receiving such Common Units shall be deemed to be bound by the terms of this Agreement as if an original party hereto. Subject to Section 3.5, the Company shall take commercially reasonable efforts to cause all Common Units issued after the Effective Date to be registered in the name of Nominees acting as participants of DTC.

(b) No additional Person shall be admitted as a Member other than in connection with (i) a Transfer of Units, (ii) a Note Conversion (as defined below) or (iii) the issuance of New Securities in compliance with the terms of this Agreement, but only if such Person has also complied with all the restrictions and conditions imposed by this Agreement on such Transfer, exercise or issuance, including, without limitation, those conditions and restrictions set forth in Article IX. A Person so consented to be admitted as a Member shall be so admitted on the terms and conditions of this Agreement.

(c) The Register sets forth the name and address of each Member as of the Effective Date, and will be amended from time to time to accurately reflect the name and address of each of the existing Members and each of the Persons who become Members after the Effective Date. The Company shall not be bound to recognize any equitable or other claim with respect to or interest in any Unit on the part of any Person (including a Beneficial Owner) not reflected on the Register, regardless of whether the Company shall have actual or other notice thereof. Any reference in this Agreement to the Register shall be deemed to be a reference to the Register as amended and in effect from time to time. Without limiting the foregoing, when a Member is acting as Nominee, agent or in some other representative capacity for any Beneficial Owner in acquiring and/or holding Units, such Beneficial Owner shall have no rights as a Member.

(d) Each Person designated for admission to the Company as an additional Member in accordance with this Agreement (other than in connection with a Transfer made in accordance with Article IX or a Note Conversion) shall contribute cash, other property (including Securities) or services rendered in the amount and of the type designated by the Board of Managers and the Register shall be amended at the time of such additional Members’ admission as a Member to reflect such contribution.

3.2 Additional Capital Contributions; Additional Capital Commitment. No Member shall be obligated to make any additional capital contribution to the Company. All amounts paid to the Company by a Member as additional equity capital (excluding the initial capital contributions described in Section 3.1) shall be deemed to be an additional capital contribution (each, an “**Additional Capital Contribution**”) by such Member for the purposes of this Agreement, and the Register shall be amended to reflect each such Additional Capital Contribution.

3.3 No Interest in Company Property. A Member's Units shall for all purposes be personal property. A Member has no interest in specific Company property.

3.4 Distributions. No Member shall be entitled to receive any distribution from the Company except as provided in this Agreement. Pursuant to the terms of the Convertible Indenture, distributions (whether interim distributions or distributions on liquidation) made after the Effective Date shall be made in amounts determined by the Board of Managers to the Members and, other than a distribution in the form of Common Units, the Convertible Noteholders, subject to the restrictions and terms set forth in the LLC Law and, in respect of the Convertible Noteholders, the Convertible Indenture (including, for the avoidance of doubt, Section 13.12 of the Convertible Indenture); *provided that*, to avoid duplication, no distribution, dividend or redemption shall be paid to any Convertible Noteholder unless the Convertible Indenture provides that such dividend, distribution or redemption, if actually paid, will not result in an adjustment to the Conversion Price (as defined in the Convertible Note Indenture) of such Convertible Noteholder's Convertible Notes. All such distributions, dividends, or redemptions shall be made to or among Members and the Convertible Noteholders in accordance with their Unit Percentage Interests; *provided, however*, for the avoidance of doubt, that unvested Incentive Units shall receive distributions in accordance with the rights provided under the Management Incentive Plan; *provided, further, however*, that if for any reason the Convertible Noteholders are not entitled to a particular distribution or dividend in connection with this Section 3.4 pursuant to the terms of the Convertible Indenture (including, for the avoidance of doubt, Section 13.12 of the Convertible Indenture), such distribution or dividend shall be made to the Members on a pro rata basis.

3.5 Conversion of Convertible Notes. Upon the conversion of any Convertible Note into Common Units in accordance with the terms and conditions of the Indenture (a "**Note Conversion**") (and in accordance with the procedures of the DTC), a Convertible Noteholder shall be issued the number of Common Units to which it is entitled in accordance with the terms of the Indenture and shall be admitted to the Company as a Member. Each former Convertible Noteholder upon a Note Conversion is automatically deemed to have accepted the terms of this Agreement as a Member of the Company as if, and with the same effect as if, such Member had delivered a duly executed counterpart signature page to this Agreement, and the Register shall be amended at the time of such Note Conversion to reflect the issuance of the Common Units for which such Convertible Note was converted.

3.6 Withdrawal of the Initial Member. Upon the execution of this Agreement by the Initial Member, with effect from the Effective Date, the Initial Member shall be deemed to have withdrawn from the Company, have received the return of its capital contributions and will have no further interest in, or liability to, the Company, or owe any obligation to the Company or the Members.

## **ARTICLE IV**

### **UNITS**

4.1 Authorized Units. As of the Effective Date, the ownership interests in the Company are evidenced by one class of Units, designated as Common Units. Common Units to



be issued and delivered in connection with the conversion in full of all Convertible Notes pursuant to the Note Conversion are authorized.

4.2 Designation of Units. The Board of Managers shall have the power to designate the ownership interests in the Company to be issued after the Effective Date into one or more classes and/or series of Units and to fix for such class or series such voting powers, full or limited, or no voting powers to the extent permitted by the last sentence of this Section 4.2, and such distinctive designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the properly approved resolution or resolutions of the Board of Managers providing for such designation, and such resolution or resolutions of the Board of Managers shall set forth such amendments to this Agreement as shall be necessary or reasonable in the sole judgment of the Board of Managers to effect such resolution and, subject to Sections 6.9, 6.12, and 12.4, such amendments shall be binding upon all of the Members of the Company upon a properly adopted resolution by the Board of Managers (each such amendment to this Agreement, including any amendment to the provision set forth in the last sentence of this Section 4.2, a “***Permitted Amendment***”); *provided* that no such amendment or other exercise of rights under this Section 4.2 may adversely affect rights provided under Section 3.4. To the extent provided by Section 1123(a)(6) of the Bankruptcy Code, the Company shall not be permitted to issue any non-voting equity securities.

4.3 Issue of Units; Register; Transfer Agent. Subject to Sections 3.2, 3.5, and 9.7, the Board of Managers may issue Units from time to time in such portions of the entire interests in the Company as the Board of Managers shall properly approve, either for cash, services, Securities, property or other value, or in exchange for other Units, and at such price and upon such terms as the Board of Managers may, subject to the terms of this Agreement, determine. The Board of Managers (i) shall provide that a register of holders of any or all Units shall be kept and (ii) may appoint one or more transfer agents and one or more registrars, all in accordance with such rules, regulations and procedures as the Board of Managers may determine.

#### 4.4 Certificates; Book-Entry.

(a) Subject to Section 4.5(b), Units for each Member will be evidenced by a book-entry notation in the book-entry account of such Member established with a transfer agent and as registered on the Register maintained by the transfer agent. The Company and the transfer agent may establish reasonable book-entry procedures with respect to the Register and the regulation of such book entry accounts. Each Member in whose name any Units are issued and registered in the Register shall for all purposes be deemed to have become the holder of record of such Units as of the date of issuance or Transfer to such Member. Prior to the registration of any Transfer of a Unit in the Register, the Company, the transfer agent, and any agent of the Company or the transfer agent may treat the Person in whose name such Unit is registered in the Register as a Member and the owner thereof for all purposes, any notice to the contrary notwithstanding. Upon a proper Transfer of Units in accordance with Article IX, the Company shall (or shall cause the transfer agent to) register the Transfer in the Register.

(b) A Member may provide a written request to be issued a physical certificate, representing the Units held by such Member. Any such certificate shall be signed by an authorized officer.

(c) (i) Each certificate or book entry position evidencing Common Units (including the Common Units issued pursuant to the Note Conversion but excluding Common Units Transferred pursuant to an effective registration statement under the Securities Act or in reliance on the exemption from registration requirements under Section 5 of the Securities Act provided by Section 1145 of the Bankruptcy Code), shall (A) in the case of book entry position, reflect and (B) in the case of a certificate, be stamped or otherwise imprinted with a legend substantially in the following form:

THE UNITS REPRESENTED HEREBY, HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER AND EXCEPT IN COMPLIANCE WITH APPLICABLE STATE OR FOREIGN SECURITIES LAWS.

THE UNITS REPRESENTED HEREBY ARE SUBJECT TO THE PROVISIONS OF THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, EFFECTIVE AS OF [●], 2017 (THE "AGREEMENT") OF CHC GROUP LLC (THE "COMPANY"), AS IT MAY BE AMENDED FROM TIME TO TIME. THE AGREEMENT CONTAINS PROVISIONS LIMITING THE RIGHTS OF CERTAIN HOLDERS, INCLUDING, WITHOUT LIMITATION, RESTRICTIONS ON SALES, TRANSFERS AND OTHER DISPOSITIONS OF UNITS (INCLUDING A PROHIBITION ON TRANSFERS THAT WOULD RESULT IN THE NUMBER OF RECORD HOLDERS TO EXCEED 250 HOLDERS). COPIES OF THE AGREEMENT ARE ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF THE COMPANY. HOLDERS OF THE UNITS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

If a requesting Member provides, at its expense, an opinion of counsel satisfactory to the Company that the first paragraph of such legend is no longer required under applicable requirements of the Securities Act or state securities Laws, such first paragraph of such legend shall be removed. In the event of effectiveness of any registration of Common Units under Section 12 of the Exchange Act, the parenthetical in the second sentence of the second paragraph of such legend shall be removed.



(ii) Each certificate or book entry position evidencing Common Units (other than Common Units subject to the legends in Section 4.4(c)(i)) shall (A) in the case of book entry position, reflect and (B) in the case of a certificate, be stamped or otherwise imprinted with a legend substantially in the following form:

THE UNITS REPRESENTED HEREBY ARE SUBJECT TO THE PROVISIONS OF THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED [●], 2017 (THE “AGREEMENT”) OF CHC GROUP LLC (THE “COMPANY”), AS IT MAY BE AMENDED FROM TIME TO TIME. THE AGREEMENT CONTAINS PROVISIONS LIMITING THE RIGHTS OF CERTAIN HOLDERS, INCLUDING, WITHOUT LIMITATION, RESTRICTIONS ON SALES, TRANSFERS AND OTHER DISPOSITIONS OF UNITS (INCLUDING A PROHIBITION ON TRANSFERS THAT WOULD RESULT IN THE NUMBER OF RECORD HOLDERS TO EXCEED 250 HOLDERS). COPIES OF THE AGREEMENT ARE ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF THE COMPANY. HOLDERS OF THE UNITS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

In the event of effectiveness of any registration of Common Units under Section 12 of the Exchange Act, the parenthetical in the second sentence of such legend shall be removed.

(d) The Company shall issue a new certificate in place of any certificate previously issued and alleged to have been lost, stolen or destroyed if the holder of the Unit(s) evidenced by such previously issued certificate, as reflected on the books and records of the transfer agent, (x) makes proof by affidavit, in form and substance satisfactory to the Company, that such previously issued certificate has been lost, stolen or destroyed, and (y) requests the issuance of a new certificate before the Company has notice that such previously issued certificate has been acquired by a transferee in a Transfer permitted by this Agreement.

## **ARTICLE V**

### **MANAGEMENT OF THE COMPANY**

5.1 Management and Control of the Company. The management, operation and control of the business and affairs of the Company shall be vested exclusively in the Board of Managers, except as otherwise expressly provided for in this Agreement. The Board of Managers shall have full and complete power, authority and discretion for, on behalf of and in the name of the Company, to enter into and perform all contracts and other undertakings that it may deem necessary or advisable to carry out any and all of the objects and purposes of the Company. A Manager acting individually, in his or her capacity as such, will not have the power to bind the Company. The power and authority of the Board of Managers may be delegated by the Board of Managers to a committee consisting of one or more Managers, to any officer of the Company or to any other Person engaged to act on behalf of the Company. The Board of

Managers shall adopt, institute, amend, modify or revoke the governance policies or initiatives of the Company, which shall be intended to set forth the guiding principles and policies of the Company and the Board of Managers on various governance related matters as the Board of Managers shall determine by resolution from time to time.

5.2 Members Shall Not Manage or Control. The Members, other than as they may act by and through the Board of Managers, shall take no part in the management of the business and affairs of the Company and shall transact no business for the Company, in each case, other than as specifically delegated by the Board of Managers.

5.3 Board of Managers.

(a) A Board of Managers shall be established and shall consist of five (5) natural persons as of the Effective Date, all in accordance with this Section 5.3. The initial Board of Managers as of the Effective Date shall be comprised of [●], [●], [●], and [●] as the Designated Independent Manager (as defined below) and Karl Fessenden as the CEO Manager (as defined below). Thereafter, the Board of Managers shall be elected every two years at the annual meeting of the Members (with the first such annual meeting to take place in 2019), which election may also be conducted through action by written consent pursuant to Section 6.12, and, subject to Section 5.3(e), shall be comprised of (i) as long as there is a Chief Executive Officer in office, the Chief Executive Officer (the “**CEO Manager**”); *provided, however*, that if the individual serving as the CEO Manager shall cease to serve as the Chief Executive Officer, such individual shall automatically resign from the Board of Managers and be replaced with the individual next serving as the Chief Executive Officer (if one is then in office, and if not, such CEO Manager position shall remain vacant until such time as a Chief Executive Officer is appointed by the Board of Managers pursuant to the terms of this Agreement); (ii) three (3) Managers, each elected by the Members holding at least a majority of the Vote (the “**Majority Managers**”) and (iii) one (1) Manager (the “**Bain Manager**”) appointed by Bain Capital Credit, LP (“**Bain**”) so long as Bain, together with its Affiliates, holds in the aggregate an amount of the Vote equal to at least sixteen percent (16%) (the “**Bain Manager Threshold**”) on the date of such annual meeting or the date of such written consent (the “**Determination Date**”); *provided* that if Bain’s ownership falls below the Bain Manager Threshold, Bain shall promptly inform the Company, the Bain Manager shall resign from the Board, the vacancy shall be filled as set forth in Section 5.3(e) and the number of Majority Managers on the Board shall be increased from three (3) to four (4) as of such time. One of the Managers specified in clause (ii) above must be an Independent Manager (the “**Designated Independent Manager**”) and notwithstanding any provision herein to the contrary, the individual elected and appointed as the Designated Independent Manager must always be an Independent Manager.

(b) The initial Chairman of the Board of Managers shall be designated by a majority vote of the Board of Managers, from one of the initial Managers (other than the CEO Manager) listed in Section 5.3(a), to serve as Chairman until such time as such Chairman resigns or is removed by majority vote of the Board of Managers. Thereafter, the Board of Managers shall from time to time elect a member of the Board of Managers to serve as Chairman. The Chairman shall not have any special voting privileges or the ability to break ties.

(c) The Company shall send prompt written notice to all Members of the annual meeting and any change in the composition of the Board of Managers. Bain shall have the right to remove the Bain Manager at any time, with or without cause, for so long as Bain is entitled to appoint the Bain Manager to the Board of Managers in accordance with Section 5.3(a).

(d) Any Manager may resign at any time by notifying the Chairman in writing. Such resignation shall take effect upon receipt of such notice by the Chairman or at such later time as is therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

(e) If at any time a vacancy is created or exists on the Board of Managers by reason of the incapacity, death, removal or resignation of any Manager or if a seat on the Board of Managers has not previously been filled, the vacancy shall be filled by another individual selected in accordance with the following provision and Section 5.3(a) to serve until the next annual meeting of the Members at which Managers are to be elected: (i) the CEO Manager vacancy shall be filled by the next duly appointed Chief Executive Officer, (ii) the Bain Manager shall be appointed by Bain to the extent Bain maintains the Bain Manager Threshold, and (iii) a vacancy in respect of any of the other Managers shall be filled by the vote of a majority of the Managers then holding such position, to serve until the next annual meeting of the Members unless the Members and the Convertible Noteholders holding a majority of the Vote decide to fill such vacancy sooner acting by written consent in accordance with Section 6.12; *provided, however*, that if Bain is no longer entitled to designate a Bain Manager pursuant to Section 5.3(a), the vacancy created by the resignation of such Bain Manager shall be filled in accordance with the provisions of the foregoing clause (iii).

(f) The designation of an individual as a Manager shall not of itself create a right to continued membership on the Board of Managers, attendance of the meetings of the Board of Managers, or employment with the Company.

(g) The compensation of the Managers, other than the CEO Manager, shall be fixed by the Board of Managers from time to time. All Managers shall be entitled to reimbursement of their reasonable and documented out-of-pocket expenses incurred in connection with their attendance of meetings of the Board of Managers and any committees of the Board of Managers.

#### 5.4 Board Observers.

(a) Each of Bain, Alliance Bernstein L.P. and Wayzata Investment Partners LLC shall have the right to designate one non-voting observer to the Board of Managers (each, a “**Board Observer**”) for so long as such Member (together with its Affiliates) either holds (i) at least 50% of the Vote it held as of the Effective Date or (ii) 6% of the Vote as of the applicable Determination Date.

(b) Subject to the provisions of this Section 5.4, each Board Observer shall have right to attend all meetings of the Board of Managers, and the Company shall give the Board Observer copies of all notices, minutes, consents and other materials that it

provides to the Managers, it being understood that the rights of the Board Observer to receive such notices or materials or to attend such meetings shall be conditional upon the Company, the Board Observer and the Member owning Units having rights pursuant to this Section 5.4 with respect to such Board Observer entering into a customary confidentiality and restriction on usage agreement in form and substance reasonably satisfactory to the Board of Managers.

(c) Notwithstanding the foregoing, the Company reserves the right to withhold any information and to exclude any Board Observer from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel, serve to waive the work product doctrine or any other similarly protective privilege or doctrine, or result in disclosure of trade secrets or a conflict of interest, in each case upon the affirmative vote of a majority of the members of the Board of Managers not affiliated with such Board Observer, acting in good faith.

(d) For the avoidance of doubt, no Board Observer shall be permitted to vote at any meeting of the Board of Managers or be counted for purposes of determining whether there is a sufficient quorum for the Board of Managers to conduct its business. Each Board Observer shall be reimbursed by the Company upon written request (including submission of reasonable documentation) for any reasonable out-of-pocket travel and other reasonable out-of-pocket expenses incurred in order to attend Board of Managers meetings.

(e) Each Board Observer shall automatically cease to have any rights hereunder on the date that the holder of Units appointing such Board Observer no longer has the right to designate a Board Observer pursuant to this Agreement. A Board Observer may be removed or replaced at any time by the holder of Units entitled to designate such Board Observer.

**5.5 Meetings of the Board of Managers.** The Board of Managers shall hold regular meetings at least once during each fiscal quarter at such time and place as shall be determined by the Board of Managers. Special meetings of the Board of Managers may be called at any time by any two (2) or more Managers. Written notice shall be required with respect to any meeting of the Board of Managers, and written notice of any special meetings shall specify the purpose of the special meeting. Unless waived by all of the Managers then in office in writing (before, during or after a meeting) or with respect to any Manager at such meeting, prior notice of any regular or special meeting (including reconvening a meeting following any adjournments or postponements thereof) shall be given to each Manager then in office at least one (1) Business Day before the date of such meeting. Notice of any meeting need not be given to any Manager then in office who shall submit, either before, during or after such meeting, a signed waiver of notice. Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except when the Manager attends the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly noticed, called or convened.

5.6 Quorum and Voting.

(a) No action may be taken by the Board of Managers unless a quorum is present. A quorum shall consist of the presence, in person or by proxy, of a majority of the Managers then in office.

(b) Except as otherwise provided herein, the Board of Managers shall act by vote of a majority of the Managers then in office, and each Manager shall have one vote.

(c) Subject to Section 5.11, no Manager shall be disqualified from acting on any matter because such Manager, or any Member that appointed such Manager, if applicable, is interested in the matter to be acted upon by the Board of Managers so long as all material aspects of such matter have been disclosed in reasonable detail to all Managers who are to act on such matter. Each Manager may authorize in writing another natural person or natural persons to vote and act for such Manager by proxy, and such natural person or natural persons holding such proxy shall be counted towards the determination of whether a quorum of the Board of Managers is present. One natural person may hold more than one proxy and each such proxy held by such natural person shall be counted towards the determination of whether a quorum of the Board of Managers exists.

5.7 Procedural Matters of the Board of Managers.

(a) Any action required or permitted to be taken by the Board of Managers (or any committee thereof) may be taken without a meeting, if all of the Managers consent in writing (including by e-mail) to such action. Such consent shall have the same effect as a vote of the Board of Managers.

(b) The Board of Managers (and each committee thereof) shall cause to be kept a book of minutes of all of its actions by written consent and in which there shall be recorded with respect to each meeting of the Board of Managers (or any committee thereof) the time and place of such meeting, whether regular or special (and if special, how called), the names of those present and the proceedings thereof.

(c) Managers may attend and participate in a meeting of the Board of Managers (or any committee thereof) by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute presence in person at such meeting. Meetings of the Board of Managers shall be on not less than 24 hours' notice, unless waived by all members of the Board of Managers.

(d) At each meeting of the Board of Managers, the Chairman shall preside and, in his or her absence, Managers holding a majority of the votes present may appoint any member of the Board of Managers to preside at such meeting. The secretary (or such other person as shall be designated by the Board Managers) shall act as secretary at each meeting of the Board of Managers. In case the secretary shall be absent from any meeting of the Board of Managers, an assistant secretary shall perform the duties of secretary at such meeting or the person presiding at the meeting may appoint any person to act as secretary of the meeting.

(e) The Board of Managers may, by majority vote, designate one or more committees to take any action that may be taken hereunder by the Board of Managers, which committees shall take actions under such procedures (not inconsistent with this Agreement) as shall be designated by it; *provided, however*, that the Manager appointed by Bain may serve on any committee he or she wishes to.

#### 5.8 Officers.

(a) All officers of the Company, if any, shall have such authority and perform such duties as may be provided in this Agreement or, to the extent not so provided, by resolution passed by the Board of Managers. The officers of the Company, if any, shall be appointed by the Board of Managers. Each officer shall be a natural person eighteen years of age or older. One person may hold more than one office. In all cases where the duties of any officer, agent, or employee are not prescribed by this Agreement, such officer, agent or employee shall follow the orders and instructions of the Chief Executive Officer unless otherwise directed by the Board of Managers, or solely the instructions of the Board of Managers if there is no Chief Executive Officer. The officers, to the extent of their powers as set forth in this Agreement or as delegated to them by the Board of Managers, are agents of the Company and the actions of the officers taken in accordance with such powers shall bind the Company.

(b) The secretary of the Company, if any, will generally perform all the duties usually appertaining to the office of secretary of a limited liability company.

#### 5.9 Terms of Office; Resignation; Removal.

(a) Each officer shall hold office until he or she is removed in accordance with clause (c) below or his or her earlier death, disability or resignation. Any vacancy occurring in any of the officers of the Company, for any reason, shall be filled by action of the Board of Managers.

(b) Any officer may resign at any time by giving written notice to the Board of Managers. Such resignation shall take effect at the time specified in such notice or, if the time be not specified, upon receipt thereof by the Board of Managers. Unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

(c) Each officer shall be subject to removal by the Board of Managers, subject to the terms of any applicable employment agreement.

5.10 Compensation of Officers. The compensation and terms of employment of all of the officers shall be fixed by the Board of Managers from time to time.

5.11 Related Party Transactions. Neither the Company nor any of its Subsidiaries shall enter into, modify (including by waiver) or terminate any transaction, agreement or arrangement with any Related Person other than employment or indemnification arrangements with Managers, officers or employees of the Company in the ordinary course of business unless such transaction, agreement or arrangement is (a) on an arms-length basis and (b) approved by at least a majority of the Managers who are not designated by the Related Person or one of its Affiliates



or otherwise Affiliated with the Related Person and are otherwise disinterested with respect to such transaction, agreement or arrangement (collectively, the “***Related Party Approval***”).

5.12 Compliance with Law. The Company will implement, maintain and enforce policies and procedures reasonably designed to: (a) comply with all statutory and regulatory requirements under the U.S. Foreign Corrupt Practices Act (as amended from time to time), the U.S. Anti-Kickback Act of 1986 (as amended from time to time), the Organization for Economic Cooperation and Development Convention Against Bribery of Foreign Officials in International Business Transactions and all legislation implementing such convention and all other international anti-bribery conventions, and all other anti-corruption, bribery, money laundering and similar Laws (including any applicable written standards, requirements, directives or policies of any Governmental Authority); and (b) avoid any investment in the Company and its Subsidiaries by, and to avoid transactions with, (i) any Person appearing on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control in the United States Department of the Treasury, any other relevant anti-money laundering legislation, regulation or order administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, including Subtitle B, Chapter V of Title 31 of the U.S. Code of Federal Regulations, in each case as amended from time to time and to the extent applicable, (ii) any other Person with whom a transaction is prohibited by Executive Order 13224, the USA PATRIOT Act, the Trading with the Enemy Act or the foreign asset control regulations of the United States Treasury Department, in each case as amended from time to time and to the extent applicable or (iii) any Person known by the Company (after reasonable inquiry) to be controlled by any Person described in the foregoing items (i) or (ii) (with ownership of 20% or more of outstanding voting securities being presumptively a control position).

## **ARTICLE VI**

### **MEMBERS AND MEETINGS**

6.1 Members. The name, address, class and number and type of Units of each Member are set forth on the Register. Such Register shall be amended from time to time to reflect the admission of new Members, Additional Capital Contributions of the Members, any Note Conversions, and the Transfer of Units, each only as permitted by the terms of this Agreement.

6.2 Admission of New Members. New Members, subject to the terms of this Agreement, (a) may be admitted by the Board of Managers and (b) shall be admitted (1) in connection with any Note Conversion pursuant to Section 3.5 or (2) in accordance with the transfer provisions contained in Article IX. Each new Member, prior to being admitted, shall represent and warrant to the Company, if applicable, as set forth under Section 12.13.

6.3 [reserved].

6.4 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the LLC Law. The Members shall elect the Board of Managers in accordance with Section 5.3. Except as otherwise specifically provided by this Agreement or required by the LLC Law, no Member shall have the power to act for or on behalf of, or to bind, the Company. All Members shall constitute one class or group of members for purposes of the LLC Law.

6.5 Meetings of Members. Meetings of the Members shall be called by the Board of Managers. The Members may vote, approve a matter or take any action by vote of the Members at a meeting, in person or by proxy, or without a meeting by written consent of the Members pursuant to Section 6.12.

6.6 Place of Meetings. The Board of Managers or a duly authorized committee thereof may designate any place, either within or outside of the Cayman Islands, as the place of meeting for any annual meeting or for any special meeting of the Members. If no designation is made, the place of meeting shall be the principal executive offices of the Company. Members may participate in a meeting by means of a conference telephone or electronic media by means of which all persons participating in the meeting can communicate concurrently with each other, and any such participation in a meeting shall constitute presence in person of such Member at such meeting.

6.7 Notice of Members' Meetings.

(a) In connection with the calling of any meeting of the Members, the Board of Managers may set a record date for determining the Members entitled to vote at such meeting. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally, by facsimile or by mail, by or at the direction of any Manager calling the meeting to each Member, whether or not such Member is entitled to vote at such meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting, the matters that are intended to be presented, and, in the case of annual general meetings, the name of any nominee who the Board of Managers intend to present for election.

(b) Notice to Members shall be given in accordance with Section 12.3.

(c) When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

6.8 Waiver of Notice.

(a) When any notice is required to be given to any Member of the Company under the provisions of this Agreement, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.



(b) By attending a meeting, a Member:

(i) Waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; and

(ii) Waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

6.9 Voting. Each holder of Common Units (excluding, for the avoidance of doubt, any Incentive Units) shall be entitled to one (1) vote for each Common Unit (excluding, for the avoidance of doubt, any Incentive Unit) owned by such holder, except as expressly provided otherwise in this Agreement. Convertible Noteholders may vote as provided for in Section 6.15.

6.10 Quorum; Vote Required.

(a) Subject to Section 6.15, the presence at a meeting, in person or by proxy, of Members owning at least a majority of the Vote entitled to vote on the subject matter of the meeting at the time of the action taken constitutes a quorum for the transaction of business required. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned to a period not to exceed sixty (60) days at any one adjournment.

(b) When a quorum is present, the affirmative vote, in person or by proxy, of Members owning at least a majority of the Vote entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by the LLC Law or by this Agreement.

6.11 Approval by Members of Certain Matters. The following actions may not be undertaken by or on behalf of the Company or its Subsidiaries without, in addition to any other vote or consent required by Law or this Agreement, the affirmative vote or prior written consent of at least a majority of the Vote:

(a) the Company's effecting any Change of Control or other direct or indirect sale or other Transfer (including by way of merger, consolidation or amalgamation) of at least a majority of the Vote of the Company or of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, in one transaction or a series of related transactions (other than a sale of Units by Members under Section 9.2 or 9.3);

(b) the liquidation, winding up or dissolution of the Company pursuant to Section 11.1; and

(c) subject to Section 12.4, the amendment, modification, repeal or restatement of any provision of this Agreement.

6.12 Action by Written Consent of Members. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members holding not less than the minimum number of Votes that would be necessary to approve the action pursuant

to the terms of this Agreement, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Members. In no instance where action is authorized by written consent shall a meeting of Members be required to be called or notice required to be given prior to such action; *provided, however*, a copy of the action taken by written consent shall be with the records of the Company. Reasonably prompt notice of the taking of any action taken without a meeting by less than unanimous written consent shall be given to those Members and Convertible Noteholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of Members and Convertible Noteholder to take the action were obtained; *provided, however*, that the effectiveness of such action is not dependent on the giving of such notice. Written consent pursuant to this Section 6.12 shall have the same force and effect as a vote taken at a duly held meeting and may be stated as such in any document.

6.13 Voting by Ballot. Voting on any question or in any election shall be by ballot.

6.14 No Cumulative Voting. No holder of Votes shall be entitled to cumulative voting in any circumstance.

6.15 Voting by, and Deemed Membership of, Convertible Noteholders. Except as otherwise required by Law or as provided in this Agreement, so long as any obligations under the Convertible Notes remain outstanding pursuant to the Indenture, notwithstanding anything to the contrary, each Convertible Noteholder shall be entitled to vote on all matters submitted to a vote of the holders of Common Units, and shall be entitled to that number of votes equal to the whole number of Common Units (rounded to the near nearest whole Unit (with one-half (1/2) rounded upward)) into which such Convertible Noteholder's aggregate principal amount of outstanding Convertible Notes is convertible immediately after the close of business on the record date for the determination of the Members entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of Members is solicited. The Convertible Noteholders shall be deemed to be Members, and their Convertible Notes shall be deemed to have been converted into Common Units in accordance with this Agreement and the Convertible Indenture, for the purpose of any provision of the LLC Law which requires the vote of Members as a prerequisite to any corporate action. Except as expressly otherwise provided herein or as required by Law, the Convertible Noteholders shall vote together with the holders of Common Units as a single class on all matters. The Convertible Noteholders shall be entitled to notice of, and have the right to attend, all Members' meetings in accordance with this Agreement and the LLC Law.

6.16 FATCA. Each Member agrees to provide to the Company or its agents, upon request, any documentation or other information regarding the Member and its Beneficial Owners that the Company or its agents may require from time to time in connection with the Company's obligations under, and compliance with, applicable Laws and regulations including, but not limited to FATCA. Each Member waives any provision under the Laws and regulations of any jurisdiction that would, in the absence of such waiver, prevent or inhibit the Company's compliance with applicable Law as described in this paragraph including, but not limited to preventing (i) the Member from providing any requested information or documentation, or (ii) the disclosure by the Company or its agents of the provided information or documentation to applicable Governmental Authorities. Each Member further acknowledges that the Company

may take such action as it considers necessary in relation to such Member's interest in the Company to ensure that any withholding tax payable by the Company, and any related costs, interest, penalties and other losses and liabilities suffered by the Company or any other Member, or any agent, delegate, employee, director, officer or Affiliate of any of the foregoing Persons, arising from such Member's failure to provide any requested documentation or other information to the Company, is economically borne by such Member.

## **ARTICLE VII**

### **EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY**

#### **7.1    Exculpation.**

(a) No Manager, officer or Member, in any way, guarantees the return of any Members' capital contributions or a profit for the Members from the operations of the Company. To the fullest extent permitted by the LLC Law, but subject to Section 7.3(d), none of (i) the Managers, (ii) the Members (including a Member appointing and each Investment Manager directing the appointment of a Manager, whether in its capacity as such appointing Member, Investment Manager, or otherwise and each Fund Indemnitor related to such Member, Manager, and/or Investment Manager), (iii) the Convertible Noteholders, or (iv) any of the Managers', the Members' or the Convertible Noteholders' respective Affiliates, Investment Managers, or any of their respective officers, directors, employees, partners, members, representatives or equityholders (each, a "***Protected Person***") shall be liable to the Company or its Members for any monetary loss or damage resulting from any act or omission taken or suffered by such Manager in connection with the conduct of the affairs of the Company or otherwise in connection with this Agreement or the matters contemplated hereby. Any Protected Person or any officer of the Company may consult with legal counsel, accountants, advisors or other similar persons with respect to the Company's affairs and shall be fully protected and justified in any action or inaction that is taken or omitted in good faith, in reliance upon and in accord with the opinion or advice of such persons; *provided, however*, such legal counsel, accountants, advisors or other similar persons shall have been selected in good faith. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the LLC Law.

(b) None of the Members, by reason of their execution of this Agreement or their status as Members or equityholders of the Company shall be responsible or liable for any indebtedness, liability or obligation of any other Member incurred either before or after the execution of this Agreement.

#### **7.2    Indemnification.**

(a) To the fullest extent permitted under the LLC Law and applicable Law, the Company shall indemnify and hold harmless each of the Protected Persons and each officer of the Company and its Subsidiaries (each, an "***Indemnatee***") from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or

unliquidated (collectively, “**Damages**”), that are incurred by any Indemnitee, and arise out of, are related to, or are in connection with (i) the affairs or operations of the Company or the performance by such Indemnitee of any of the Indemnitee’s responsibilities hereunder, and (ii) the service at the request of the Company by such Indemnitee as a partner, member, manager, director, officer, trustee, employee or agent of any other Person; *provided, however*, that the Indemnitee (A) acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, (B) did not violate any applicable fiduciary duties set forth in Section 7.3, and, (C) with respect to any criminal action or proceeding, had no reasonable cause to believe such Indemnitee’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Indemnitee’s conduct was unlawful. The indemnification obligations of the Company pursuant to this Section 7.2 shall be satisfied from and limited to the Company’s assets and no Member shall have any personal liability on account thereof.

(b) The Company shall pay reasonable, documented expenses incurred by any Indemnitee in defending any action, suit or proceeding described in subsection (a) of this Section 7.2 in advance of the final disposition of such action, suit or proceeding, as such Damages are incurred; *provided, however*, that any such advance shall only be made if such Indemnitee provides written affirmation to repay such advance if it shall ultimately be determined by a court of competent jurisdiction that such Indemnitee is not entitled to be indemnified by the Company pursuant to this Section 7.2.

(c) Certain Indemnitees that are directors, officers, employees, stockholders, partners, limited partners, members, equityholders, managers, or advisors of any Member or any of such Member’s Affiliates or that are otherwise Managers (each such Person, a “**Fund Indemnitee**”) may have certain rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of such Member and/or its Affiliates or such Indemnitees personally (collectively, the “**Fund Indemnitors**”). Notwithstanding anything to the contrary in this Agreement or otherwise: (i) the Company is the indemnitor of first resort (*i.e.*, the Company’s obligations to each Fund Indemnitee are primary and any obligation of the Fund Indemnitors to advance Damages or to provide indemnification for such Damages incurred by each Fund Indemnitee are secondary), (ii) the Company shall be required to advance the full amount of Damages incurred by each Fund Indemnitee and will be liable for the full amount of all such Damages paid in settlement to the extent legally permitted and as required by this Agreement, without regard to any rights each Fund Indemnitee may have against the Fund Indemnitors, and (iii) the Company irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, no advancement or payment by the Fund Indemnitors on behalf of a Fund Indemnitee with respect to any claim for which such Fund Indemnitee has sought indemnification or advancement of Damages from the Company shall affect the foregoing and the Fund Indemnitors will have a right of contribution and/or be

subrogated to the extent of such advancement or payment to all of the rights of recovery of such Fund Indemnitee against the Company. The Fund Indemnitors are express third party beneficiaries of the terms of this Section 7.2(c).

(d) Without limiting Section 7.2(c), the indemnification provided by this Section 7.2 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement, determination of the Board of Managers or otherwise. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 7.2 shall continue as to an Indemnitee who has ceased to be a Member, Manager or officer (or other Person indemnified hereunder) and shall inure to the benefit of the successors, executors, administrators, legatees and distributees of such Person.

(e) The provisions of this Section 7.2 shall be a contract between the Company, on the one hand, and each Indemnitee who served at any time while this Section 7.2 is in effect in any capacity entitling such Indemnitee to indemnification hereunder, on the other hand, pursuant to which the Company and each such Indemnitee intend to be legally bound. No repeal or modification of this Section 7.2 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon such state of facts.

(f) The Company may enter into indemnity contracts with Indemnites and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 7.2 hereof and containing such other procedures regarding indemnification as are appropriate. For the avoidance of doubt, each of the Managers shall be entitled to receive indemnity contracts with the Company on terms no less favorable than any other indemnity contract entered into between the Company (or any of its Subsidiaries) and any other Manager.

### 7.3 Liability; Duties.

(a) No Member, Manager or officer of the Company shall be personally liable for any indebtedness, liability or obligation of the Company, except as specifically provided for in this Agreement or required pursuant to the LLC Law or any other applicable Law.

(b) Any duties (including fiduciary duties) of a Member (but not the duties of the Managers and the officers of the Company, in their capacity as such) that would otherwise apply at Law or in equity (including the duty of loyalty and the duty of care) are hereby waived and eliminated to the fullest extent permitted under Delaware law as if the Company were a Delaware corporation; *provided, however*, that (i) the foregoing shall not eliminate the obligation of each Member to act in compliance with the express terms of this Agreement and (ii) the foregoing shall not be deemed to eliminate the implied contractual covenant of good faith and fair dealing. In furtherance of the foregoing (but subject to the proviso in the foregoing sentence), when any Member (but not the Managers and officers of the Company, in their capacity as such) takes any action under this Agreement to give or withhold its consent or approval, such Member shall

have no duty (fiduciary or other) to consider the interests of the Company, its Subsidiaries or the other Members or creditors, and may act exclusively in its own interest.

(c) The Members acknowledge and agree that the foregoing is intended to comply with the provisions of the LLC Law (including Section 26(5)) permitting members of a limited liability company to eliminate fiduciary duties of the Members (in their capacity as such) to the fullest extent permitted under the LLC Law.

(d) The Managers and the officers of the Company, in their capacity as such, shall owe the same duties (including fiduciary duties of care and loyalty) to the Company and the Members as the duties that directors and officers, respectively, of a Delaware corporation owe to such corporation and its stockholders pursuant to the DGCL as if the Company were a Delaware corporation, including, without limitation, with respect to a Manager, any action, decision or consent taken, made, or given that is taken, made or given in the sole discretion, reasonable discretion or good faith (or similar standards) of the Board of Managers. In particular, and without limiting the foregoing, no Manager shall be liable to the Company or any of its Members or any other Person for monetary damages for breach of its fiduciary or other duties as a Manager, except for liability for:

(i) any breach of such Manager's duty of loyalty to the Company or its Members;

(ii) such Manager's acts or omissions not in good faith or that involve such Manager's intentional misconduct or a knowing violation of Law or this Agreement;

(iii) unlawful payments of dividends, repurchases of Units or redemptions; or

(iv) any transaction from which such Manager derived an improper personal benefit.

7.4 Insurance. The Company shall purchase and maintain insurance, on behalf of such Indemnitees, and may purchase and maintain insurance on behalf of the Company, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such Indemnitees, and in such amounts, as the Board of Managers reasonably determines are customary for similarly-situated businesses such as the Company and its Subsidiaries, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

#### 7.5 Limited Liability Company Opportunity.

(a) Each Member acknowledges and affirms that the other Members may have, and may continue to, participate, directly or indirectly, in investments in assets and businesses which are, or will be, suitable for the Company or competitive with the Company's business.



(b) Each Member, individually and on behalf of the Company, expressly (i) acknowledges and agrees that no Member nor any of their respective representatives (including any Manager) will have any duty to disclose to the Company or any other Member any such business opportunities, whether or not competitive with the Company's business and whether or not the Company might be interested in such business opportunity for itself (except to the extent that such representative (including any Member or Manager) is a consultant or employee of the Company or its Subsidiaries, in which case such representative will be subject to the same "corporate opportunity" doctrine as would apply to them if the Company were a corporation organized under the DGCL), (ii) agrees that the terms of this Section 7.5, to the extent that they modify or limit a duty or other obligation (including fiduciary duties), if any, that such Member, Manager or other Person may have to the Company or any other Person under the LLC Law or other applicable Law, rule or regulation, are reasonable in form, scope and content; and (iii) waives to the fullest extent permitted by the LLC Law any duty or other obligation, if any, that such Member, Manager or other Person may have to the Company or another Person, pursuant to the LLC Law or any other applicable Law, rule or regulation, to the extent necessary to give effect to the terms of this Section 7.5.

## **ARTICLE VIII**

### **ACCOUNTING; FINANCIAL AND TAX MATTERS**

#### **8.1 Books and Records; Reports.**

(a) The books of the Company will be maintained at the Company's principal place of business. The Company shall maintain, or cause to be maintained, a register of Members (which register is not available for public inspection) containing the name and address of each Person who is a member of the Company, the date on which such Person became a Member and the date on which such Person ceased to be a Member. Proper books of account including material underlying documentation, including contracts and invoices with respect to money received and expended by the Company, all sales and purchases of goods by the Company and the assets and liabilities of the Company will be maintained in compliance with Cayman Islands law for a minimum period of six years. The Company will also maintain a record of the amount and date of the contributions of Members, and any return of contributions or distributions to Members.

(b) As soon as reasonably practicable after the close of each fiscal year of the Company, but in any event not later than one hundred-twenty (120) days after the end of each fiscal year of the Company, the Company shall provide (or make available through a restricted electronic data room) to each Member and Beneficial Owner a copy of the audited consolidated financial statements of the Company and its Subsidiaries as of the end of such fiscal year.

(c) As soon as reasonably practicable after the end of each of the first three quarters of each fiscal year, but in any event not later than sixty (60) days after the end of each such quarter, the Company shall provide (or make available through a restricted electronic data room) to each Member and Beneficial Owner a copy of the quarterly unaudited financial information with respect to the Company and its Subsidiaries.

(d) Management of the Company shall hold quarterly earnings conference calls with the Members and Beneficial Owners to discuss the results of the Company's operations and the financial performance of the Company.

(e) The Company shall make the information and reports to be provided pursuant to Sections 8.1(b) and 8.1(c) available (including by making available through a restricted electronic data room) to each Member, Beneficial Owner or any bona fide potential transferees of a Member's Units subject, in each case, to such Member, Beneficial Owner or bona fide potential transferee entering into a customary non-disclosure agreement with the Company (including on a click-through basis) which shall include a certification by such Person that it is not a Competitor of the Company (such certification, a "***Noncompetitor Certification***").

(f) In no event shall any financial information required to be furnished pursuant to this Agreement be required to include any information required by, or to be prepared or approved in accordance with, or otherwise be subject to, any provision of the Commission's Regulation S-K, Section 404 of the Sarbanes-Oxley Act of 2002 or any rules, regulations, or accounting guidance adopted pursuant to that thereunder.

(g) If the Company determines that it was a "passive foreign investment company" for U.S. federal income tax purposes for a taxable year, it shall provide or cause to be provided to any Member who so requests a "PFIC Annual Information Statement" as described in Treasury Regulation section 1.1295-1(g) (or in any successor IRS release or Treasury regulation) with respect to the Company and any of its Subsidiaries which the Company also determined was a "passive foreign investment company" for such taxable year, in each case, including all representations required by such Statement, and will take commercially reasonable steps to facilitate a "qualified electing fund" election for U.S. federal income tax purposes with respect to the Member's interest in the Company and such Subsidiaries; *provided, however*, that any information or rights provided to a Member pursuant to this Section 8.1(g) or the "PFIC Annual Information Statement" may be used or exercised, respectively, solely for purposes of complying with U.S. federal income tax laws. Notwithstanding the foregoing, the Company shall have no obligations under this Section 8.1(g) with respect to a taxable year if it determines in good faith that neither the Company nor any of its Subsidiaries was a "passive foreign investment company" for the taxable year.

(h) If at any time the Company fails to furnish the information required by Sections 8.1(b) and 8.1(c), the Company will make available (including by making available through a restricted electronic data room) to the Members, Beneficial Owners, and any bona fide potential transferees of a Member's Units (subject, in each case, to such Member, Beneficial Owner or bona fide potential transferee entering into a customary non-disclosure agreement with the Company (including on a click-through basis) which shall include a Noncompetitor Certification), the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

8.2 Fiscal Year; Taxable Year. The fiscal year of the Company for financial accounting purposes shall end on April 30. The taxable year of the Company for federal, state



and local income tax purposes shall end on April 30 unless another date is required by the Code or, as applicable, under such state or local Law.

8.3 Bank and Investment Accounts. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board of Managers, in such checking, savings or other accounts, or held in its name in the form of such other investments, as shall be designated by the Board of Managers. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such officer or officers of the Company as the Board of Managers may designate.

8.4 Tax Treatment. The Company shall be treated as a corporation for U.S. federal and applicable state income Tax purposes.

**ARTICLE IX**  
**TRANSFERS OF UNITS;**  
**TAG-ALONG RIGHT; DRAG-ALONG RIGHT; PRE-EMPTIVE RIGHTS**

9.1 Limitation on Transfer.

(a) A Member may Transfer Units except as prohibited by the provisions of this Agreement. Any attempt to Transfer any Units in violation of the provisions of this Article IX shall be null and void *ab initio* and the Company shall not register or effect any such Transfer. Any Transfer of Units to the Company or pursuant to Section 9.2 or 9.3 shall not be prohibited by or subject to the provisions of this Section 9.1.

(b) No Transfer of any Units shall be permitted if (i) such Transfer would violate the Securities Act or any state securities or “blue sky” laws applicable to the Company or to the Units to be Transferred, (ii) such Transfer would impose liability or reporting obligations on the Company or any Member thereof under the Exchange Act or would otherwise require the Company or any Member to make any filing with the Commission, (iii) such Transfer would cause an Event of Dissolution or, to the actual knowledge of the transferor, a Change of Control or (iv) following such proposed Transfer, the Company would have in the aggregate, more than two hundred and fifty (250) holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) (determined in the Company’s sole discretion), unless the Board of Managers otherwise approves such Transfer under clauses (ii) – (iv). The Company may institute legal proceedings to force rescission of a Transfer prohibited by this Section 9.1(b) and to seek any other remedy available to it at Law, in equity or otherwise, including an injunction prohibiting any such Transfer.

(c) The Board of Managers shall have the power to determine all matters related to this Section 9.1, including matters necessary or desirable to administer or to determine compliance with this Section 9.1 and, absent actual fraud, bad faith, manifest error, or self-dealing, the determinations of the Board of Managers with respect to such matters related to this Section 9.1 shall be final and binding on the Company and the Members and any proposed transferee.

(d) Notwithstanding anything to the contrary herein other than compliance with the terms and conditions of Section 9.1(b) and subject to the procedures of the applicable Member, a Beneficial Owner may freely Transfer its beneficial interest in Common Units to any Person to the extent that the applicable Common Units are not Transferred by the applicable Nominee serving as a Member for the benefit of the Beneficial Owner (the “**Beneficial Ownership Transfer**”). By acceptance of the Transfer of Units from any Beneficial Owner through a Beneficial Ownership Transfer, each such Transferee of Units takes such Units subject to the terms and condition of this Agreement whether or not they are a party hereto and shall be deemed bound by the terms and conditions contained herein.

## 9.2 Tag-Along Right.

(a) If a Member or group of Members (the “**Selling Tag Member**”) elects to Transfer Units or Beneficial Ownership in Units comprising at least a majority of all then outstanding Common Units (including, for the purposes of this calculation, Common Units issuable upon the Note Conversion but excluding Incentive Units) to any Person other than to an Affiliate of the Selling Tag Member (and other than a Transfer by a Transferring Member in its capacity as a Nominee to the applicable Beneficial Owner who has a beneficial interest in such Transferring Member’s Common Units (including pursuant to Section 9.1(d)) (a “**Tag Third Party Purchaser**”), in one or a series of related transactions, then such Selling Tag Member shall offer the other Members (which, for the avoidance of doubt, shall include any former Convertible Noteholder which elects to become a Member pursuant to a Note Conversion during the Tag-Along Notice Period as described below in Section 9.2(b)) (each a “**Tag-Along Rightholder**”) the right to include in such Selling Tag Member’s Transfer to the Tag Third Party Purchaser the Tag-Along Rightholder’s pro rata portion of the Units (excluding Incentive Units) proposed to be Transferred by the Selling Tag Member determined based on the relative ownership of Units held by Selling Tag Member, at the same price and on the same terms and conditions described in the Tag-Along Notice (as defined below).

(b) Prior to the consummation of any proposed Transfer described in Section 9.2(a) (a “**Proposed Transfer**”), the Selling Tag Member proposing to make the Proposed Transfer shall offer to the other Tag-Along Rightholders the right to be included in the Proposed Transfer by sending written notice (the “**Tag-Along Notice**”) to the Company, the Tag-Along Rightholders and each Convertible Noteholder (which, if it elects to pursue a Note Conversion upon receiving such Tag-Along Notice, shall become a Member and Tag-Along Rightholder for purposes of the Proposed Transfer), which notice shall (i) state the name of such Selling Tag Member, (ii) state the name and address of the proposed Tag Third Party Purchaser, (iii) state the portion of such Selling Tag Member’s Units to be sold, (iv) state the proposed purchase price and form of consideration of payment and all other material terms and conditions of such sale, (v) include a calculation of the consideration to be received by each Tag-Along Rightholder, (vi) include a representation that the Tag Third Party Purchaser has been informed of the “tag-along” rights provided in this Section 9.2 and has agreed to purchase the Units in accordance with the terms hereof and (vii) be accompanied by a written offer from the Tag Third Party Purchaser. Such right shall be exercisable by written notice to the Selling Tag Member (with a copy to the Company) given within fifteen (15) days after delivery

of the Tag-Along Notice (the “**Tag-Along Notice Period**”) specifying the number of Units with respect to which such Tag-Along Rightholder has elected to exercise its rights under this Section 9.2. If the Tag Third Party Purchaser elects to purchase less than all of the Units offered for sale as a result of the Tag-Along Rightholders’ exercise of their “tag-along” rights provided in this Section 9.2, the Selling Tag Member and each Tag-Along Rightholder exercising its rights shall have the right to include its pro rata portion of the Units to be Transferred to the Tag Third Party Purchaser on the same terms and conditions as the Selling Tag Member including, in exchange for the pro rata share of consideration to be received by the Selling Tag Member. Failure by a Tag-Along Rightholder to respond within the Tag-Along Notice Period shall be regarded as a rejection of the offer made pursuant to the Tag-Along Notice and a waiver by such Tag-Along Rightholder of its rights under this Section 9.2.

(c) Each Tag-Along Rightholder shall agree (i) to make such representations, warranties, covenants, indemnities and agreements to the Tag Third Party Purchaser as made by the Selling Tag Member in connection with the tag-along Transfer (other than any noncompetition or similar agreements or covenants that would bind the Tag-Along Rightholder or its Affiliates), and (ii) to substantially the same terms and conditions to the Transfer as the Selling Tag Member agrees (including the same consideration the Selling Tag Member receives); *provided, however*, that (A) the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such tag-along Transfer shall in no event be broader or more burdensome than those given by the Selling Tag Member, (B) all such representations, warranties, covenants, indemnities and agreements shall be made by each Tag-Along Rightholder and the Selling Tag Member severally and not jointly and severally, (C) a Tag-Along Rightholder’s liability under the definitive purchase agreement with respect to such transaction will not exceed the total purchase price received by such Tag-Along Rightholder in such transaction except for liability resulting from fraud or knowing and willful breach, and (D) any consideration, including escrow or holdbacks, applicable to such tag-along transaction shall be applied pro rata among the Members participating in the Tag-Along transaction, it being further agreed that in no event shall any Affiliate (other than any Affiliate of such Tag-Along Rightholder that is selling its Units in such transaction) of such Tag-Along Rightholder be liable under such transaction, in any respect.

### 9.3 Drag-Along Right.

(a) If a Member or Convertible Noteholder or group of Members or group of Convertible Noteholders (or any combination thereof) holding at least a majority of the then outstanding Common Units (including, for the purposes of this calculation, Common Units issuable upon the Note Conversion but excluding Incentive Units) (the “**Dragging Members**”), propose to consummate a Change of Control to any Person (other than to an Affiliate of the Company, its Subsidiaries or any of the Dragging Members, (a “**Drag Third Party Purchaser**”, and such a transaction, a “**Drag-Along Sale**”), then such Dragging Members shall have the right, in lieu of complying with the provisions of Section 9.4, to require the other Members (which, for the avoidance of doubt, shall include any former Convertible Noteholder which elects to become a Member pursuant to a Note Conversion upon receipt of a Buyout Notice as described below) to include the

*pro rata* portion of their Units in such sale and/or vote their Units and Convertible Notes and take any other actions in furtherance thereof on the same terms and conditions applicable to the selling Members (if applicable), including by consenting to raise no objection against, have no dissenters' rights, appraisal rights or similar rights with respect to the Drag-Along Sale and executing any action by written consent of the Members and Convertible Noteholders. Such right shall be exercisable by written notice (a "**Buyout Notice**") given to each Member and Convertible Noteholder (which, if it elects to pursue a Note Conversion upon receiving such Buyout Notice, shall become a Member for purposes of the Drag-Along Sale) other than the Dragging Members which shall state (i) that such Dragging Members propose to effect the sale of all of the Units of every Member of the Company to such Drag Third Party Purchaser, (ii) the name of the Drag Third Party Purchaser, and (iii) the purchase price the Drag Third Party Purchaser is paying for the Units and which attaches a copy of any definitive agreements in connection with such Drag-Along Sale. Each such Member agrees that, upon receipt of a Buyout Notice, each such Member shall be obligated to sell all of its Units for the purchase price set forth in the Buyout Notice (on the same price and with the same amount of consideration or choice of consideration given to all other Members) and upon the other terms and conditions of such transaction (and otherwise take all reasonably necessary action to cause consummation of the proposed transaction, including voting such Units in favor of such transaction); *provided, however*, that the consideration in any Drag-Along Sale shall only consist of cash, equity securities listed on a national securities exchange and freely tradable upon receipt, or a combination or election thereof. No Dragging Member nor any of its Affiliates shall receive any direct or indirect consideration in connection with a Drag-Along Sale (including by way of fees, consulting arrangements or a non-compete payment) other than consideration received in exchange for its Units on the terms described in the Buyout Notice.

(b) The closing with respect to any Drag-Along Sale pursuant to this Section 9.3 shall be held as soon as practicable and at the time and place specified in the Buyout Notice but in any event within nine (9) months of the date the Buyout Notice is delivered to the Members (the "**Drag-Along Outside Date**"). Consummation of the Transfer of Units by any Member to the Drag Third Party Purchaser in a Drag-Along Sale (i) shall be conditioned upon consummation of the Transfer by each Dragging Member, if applicable, to such Drag Third Party Purchaser of the Units proposed to be Transferred by the Dragging Members and (ii) may be effected by a Transfer of the Units or the merger, consolidation or other combination of the Company with or into the Drag Third Party Purchaser or its Affiliate, in one or a series of related transactions. If the proposed Transfer with respect to the applicable Units subject to the Buyout Notice does not meet the requirements of Section 9.3(a) prior to the Drag-Along Outside Date, such Dragging Members shall be deemed to have forfeited their rights to require the other Members to sell all of their Units to such Drag Third Party Purchaser in connection with such Drag-Along Sale.

(c) In connection with any Transfer pursuant to a Buyout Notice, each other Member shall execute the applicable transaction agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities, agreements, escrows and holdback arrangements as the Dragging Members, if applicable, in connection with the Drag-Along Sale (such representations, warranties, covenants,

indemnities, agreements, escrows and holdback arrangements shall be included in the Buyout Notice); *provided, however*, that each other Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against such Member, and other matters relating to such Member, but not with respect to any of the foregoing with respect to any other Members, the Dragging Members or their Units; *provided, further, however*, that all representations, warranties, covenants and indemnities in the applicable transaction agreement shall be made by the Dragging Members and the other Members severally and not jointly and any indemnification obligation shall be *pro rata* based on the consideration received by the Dragging Members and each other Member, in each case, in an amount not to exceed the aggregate proceeds received by the Dragging Members and each other Member in the Drag-Along Sale; *provided, further*, in no event shall any other Member be required to enter into a non-compete or any other restrictive covenant. Any transaction costs, including transfer taxes and legal, accounting and investment banking fees incurred by the Company and the Dragging Members and any other Member participating in a Transfer pursuant to a Buyout Notice shall be borne by the Members on a *pro rata* basis based on the consideration received by each Member in such Transfer.

(d) Notwithstanding the foregoing, in connection with any Transfer pursuant to a Buyout Notice, each Member hereby irrevocably appoints the Chief Executive Officer of the Company, as such Member's proxy and true and lawful attorney-in-fact with power to sign its name to vote or consent in writing with respect to such Member's Units in accordance with such Member's agreements contained in this Agreement and to execute any documents or agreements which such attorney-in-fact deems reasonably necessary to effect any Transfer pursuant to this Section 9.3. The voting agreements, proxy and power of attorney contained herein are intended to secure an interest in property and the obligations of the relevant Member hereunder and may not be revoked, except by an amendment, modification or termination.

9.4 Condition to Transfers. In addition to all other terms and conditions contained in this Agreement, no Transfers permitted under this Article IX (excluding Transfers pursuant to Section 9.2) shall be completed or effective unless each of the following has been satisfied or waived by the Board of Managers on the date of such Transfer:

(a) To the extent any Common Units are directly registered in the name of a Member or such Common Units are not exempt from registration requirements under Section 5 of the Securities Act provided by Section 1145 of the Bankruptcy Code, the Member making such Transfer shall have provided to the Company, at least three (3) Business Days' prior to the proposed Transfer, a duly executed Certificate of Transfer, in substantially the form attached hereto as Exhibit A, and (ii) such other information or documents, including a legal opinion to the extent required under Section 9.4(b) below, as may be reasonably requested by the Company in order for it to make such determination. Any transferee of Units who received such Units in a Transfer recognized by the Company shall be deemed to be a party to the Agreement and bound by the terms of this Agreement as a Member of the Company, as if, and with the same effect as if, such transferee executed a joinder agreement and transfer certificate, in substantially the form attached hereto as Exhibit B. A Member shall reimburse the Company promptly



upon request for all reasonable out-of-pocket fees and expenses (including attorney's fees) incurred by the Company in connection with the Transfer of Units hereunder.

(b) In addition to any other restrictions on the Transfer of Units contained in this Agreement, notwithstanding anything in this Agreement to the contrary, no Transfer of any Units shall be made if such Transfer would violate then applicable Law, including U.S. federal or state securities Laws or rules and regulations of the Commission, any state securities commission or any other applicable securities Laws of a governmental entity (including those outside the jurisdiction of the U.S.) with jurisdiction over such Transfer or have the effect of rendering unavailable any exemption under applicable Law relied upon for a prior Transfer of such Units. In furtherance of the foregoing, no Member or Beneficial Owner of Units may offer, sell or otherwise Transfer any of its Units other than (x) the sale of Units that were originally issued in a transaction exempt from registration requirements under Section 5 of the Securities Act provided by Section 1145 of the Bankruptcy Code or (y) (a) to the Company; (b) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act; (c) within the United States in accordance with (i) Rule 144A under the Securities Act to a person who the seller reasonably believes is a Qualified Institutional Buyer (as defined therein) that is purchasing for its own account or for the account of another Qualified Institutional Buyer to whom notice is given that the offer, sale, or transfer is being made in reliance on Rule 144A, if available, or (ii) the exemption from registration under the Securities Act provided by Rule 144 thereunder, if applicable; (d) in a transaction that does not require registration under the Securities Act or any applicable United States state Laws and regulations governing the offer and sale of Units; or (e) pursuant to an effective registration statement under the Securities Act, *provided* that with respect to Transfers under clauses (x) in the case of any "control" Units held by an Affiliate and subject to the transfer restrictions under Rule 144 and (y)(b), (y)(c) or (y)(d), only if the Member or Beneficial Owner has furnished to the Company and the transfer agent an opinion of counsel, at the expense of such Member making such Transfer, reasonably satisfactory to the Company and the transfer agent, prior to such Transfer to the extent requested by the Company following reasonable notice thereof, and in each case in accordance with any applicable state securities Laws in the United States or securities Laws of any other applicable jurisdiction. By accepting an interest in such Units, each Member and Beneficial Owner consents to the Company and/or the Nominee of such Beneficial Owner making a notation on its records and giving instructions to its transfer agent or any registrar and transfer agent not to record any Transfer of Units without first being notified by the Company that it is reasonably satisfied that such Transfer is exempt from, or not subject to, the registration requirements of the Securities Act and is a permitted Transfer in accordance with this Agreement. The Company shall promptly notify the transfer agent upon reasonably determining that a proposed Transfer is exempt from, or not subject to, the registration requirements of the Securities Act and is a permitted Transfer in accordance with this Agreement. No Member acting as a Nominee for a Beneficial Owner shall permit such Beneficial Owner to Transfer its Equity Securities in violation of this Section 9.4(b).

9.5 Effect of Transfer. Upon the close of business on the effective date of any Transfer of Units (the "*Effective Transfer Time*") in accordance with the provisions of this Agreement, (a) the transferee shall be admitted as a Member (if not already a Member) and for

purposes of this Agreement such transferee shall be deemed a Member, and (b) the Transferred Units shall continue to be subject to all the provisions of this Agreement. Unless the transferor and transferee otherwise agree in writing, and give written notice of such agreement to the Company at least seven (7) days prior to such Effective Transfer Time, all distributions declared to be payable to the transferor at or prior to such Effective Transfer Time shall be made to the transferor. No Transfer shall relieve the transferor (or any of its Affiliates) of any of their obligations or liabilities under this Agreement arising prior to the closing of the consummation of such Transfer.

9.6 Tolling. All time periods specified in this Article IX are subject to reasonable extension for the purpose of complying with requirements of Law or regulation as determined by the Board of Managers.

9.7 Pre-Emptive Rights.

(a) If the Company or any of its Subsidiaries shall propose to issue and sell any equity securities or any other securities convertible into equity securities (other than any Excluded Issuances) of the Company or any Subsidiary (collectively, the “**New Securities**”) or enter into any contracts relating to the issuance or sale of any New Securities to any Person (the “**Subject Purchaser**”), each Pre-Emptive Rights Member as of the date of issuance of such New Securities shall have the right (a “**Pre-Emptive Right**”) to purchase such Pre-Emptive Rights Member’s Unit Percentage Interest of the New Securities at the same price and on the same other terms proposed to be issued and sold (excluding from such Person’s allocated portion an amount of Units necessary to account for any options, warrants, SARs or other equity rights of Members or Convertible Noteholders if the holders of any such options, warrants, SARs or other equity rights are entitled to preemptive rights in any transaction to which this Section 9.7 applies, such that the number of New Securities to be purchased by Members and Convertible Noteholders pursuant to this Section 9.7 shall be reduced to permit such preemptive rights following the issuance of the New Securities to such holders upon exercise of their Pre-Emptive Rights) (the “**Proportionate Percentage**”). The Company shall offer to sell to any such Member and Convertible Noteholder its Proportionate Percentage of such New Securities (the “**Offered Securities**”) and to sell to any such Member and Convertible Noteholder such of the Offered Securities as shall not have been subscribed for by the other Members and Convertible Noteholders as hereinafter provided, at the price and on the terms described above, which shall be specified by the Company in a written notice delivered to any such Member, which notice shall also state (x) the number of New Securities proposed to be issued and (y) the portion of the New Securities available for purchase by such Member or Convertible Noteholder, and shall be delivered to such Members and Convertible Noteholders not later than seven (7) Business Days prior to any issuance giving rights under this Section 9.7(a) (the “**Pre-Emptive Offer Notice**”). The Pre-Emptive Offer Notice shall by its terms remain open for a period of five (5) Business Days from the date of receipt thereof (the “**Election Period**”) and shall specify the date on which the Offered Securities will be sold to accepting Members and Convertible Noteholders (which shall be at least five (5) but not more than one hundred and eighty (180) days from the date of the Pre-Emptive Offer). The failure of any Member to respond to the Pre-Emptive Offer Notice during the Election Period shall be deemed a waiver of such Member’s or Convertible Noteholder’s Pre-Emptive Rights.

(b) Notwithstanding the advance notice requirements in Section 9.7(a), if the Board of Managers determines that special circumstances warrant, the Company may provide a Pre-Emptive Offer Notice after the issuance of the New Securities (the “*Issuance*”), in which case (1) if the Issuance was to an existing Member or Convertible Noteholders, the Company shall ensure that each Pre-Emptive Rights Member that elects to exercise its Pre-Emptive Rights within the Election Period is offered the right to acquire from the Company (or the issuing Subsidiary, as applicable), promptly following the Issuance, such Pre-Emptive Rights Member’s Proportionate Percentage (calculated disregarding all Units held by the existing Member or Convertible Noteholder to which the Issuance was made) of the number of Offered Securities that was issued in the Issuance and otherwise on the terms set forth in Sections 9.7(a) and (c) or (2) if the Issuance was not to an existing Member or Convertible Noteholder, the Company shall ensure that each Pre-Emptive Rights Member that elects to exercise its Pre-Emptive Rights within the Election Period is offered the right to acquire from the Person to whom the Issuance is made (or from the Company following a corresponding redemption from such Person), promptly following the Issuance, such number of Offered Securities that such Pre-Emptive Rights Member would have been entitled to acquire had the Issuance (including any such subsequent Issuance) occurred following the expiration of the Election Period and otherwise on the terms set forth in Sections 9.7(a) and (c) and the Company shall ensure that any such Issuance is made on terms that provide for the Company to ensure compliance with this provision.

(c) Each Pre-Emptive Rights Member shall have the right, during the Election Period, to purchase any or all of its Proportionate Percentage of the Offered Securities at the purchase price and on the terms stated in the Pre-Emptive Offer. Notice by any Member or Convertible Noteholder of its acceptance, in whole or in part, of a Pre-Emptive Offer shall be in writing (a “*Notice of Acceptance*”) signed by such Pre-Emptive Rights Member and delivered to the Company prior to the end of the specified period of the Pre-Emptive Offer, setting forth the Offered Securities such Pre-Emptive Rights Member elects to purchase.

(d) At the closing of the purchase of New Securities subscribed for by the Pre-Emptive Rights Member under this Article IX, the Company shall deliver certificates (if applicable) representing the New Securities and update the Register, and such New Securities shall be issued free and clear of all liens and the Company shall so represent and warrant, and further represent and warrant that such New Securities shall be, upon issuance thereof to the Members and Convertible Noteholders that elected to purchase New Securities and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. Each Member and Convertible Noteholder purchasing the New Securities shall deliver at the closing payment in full in immediately available funds for the New Securities purchased by it. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

(e) In the case of any Pre-Emptive Offer, if Notices of Acceptance given by the Members and Convertible Noteholders do not cover in the aggregate all of the Offered Securities, the Company may during the period of one hundred and eighty (180) days following the date of expiration of such Pre-Emptive Offer sell to any other Person or Persons all or any part of the New Securities not covered by a Notice of Acceptance,



but only on terms and conditions that are no more favorable to such Person or Persons or less favorable to the Company than those set forth in the Pre-Emptive Offer. If such sale is not consummated within such one hundred and eighty (180) day period for any reason, then the restrictions provided for herein shall again become effective, and no issuance and sale of New Securities may be made thereafter by the Company without again offering the same in accordance with this Article IX. The closing of any issuance and purchase pursuant to this Section 9.7 shall be held at a time and place as the parties to the transaction may agree.

9.8 Exchange Offers with Respect to the Company. In the event that an exchange offer involving an exchange of Units for other Securities of the Company or any Affiliate or Related Person of the Company (for the avoidance of doubt, excluding any repurchase by the Company or any other Person of Units for cash) (each, an “**Exchange Offer**”) is proposed by the Company or is otherwise effected or to be effected with the consent, recommendation or approval of the Board of Managers of the Company, each holder of Units shall be permitted to participate in such Exchange Offer in accordance with the terms thereof. Notwithstanding the foregoing, the Company shall be permitted in any Exchange Offer to exclude holders of Units in any jurisdiction or of any category where (1) the solicitation of any such holder of Units to participate in such Exchange Offer, or (2) the payment or issuance of any form of consideration to such holder of Units in connection with such Exchange Offer could reasonably be interpreted, in either instance, as requiring the Company to file a registration statement, prospectus or similar document under any applicable securities Laws or listing requirements (including, but not limited to, the United States federal securities Laws and the Laws of the European Union or any of its member states), which the Company in its sole discretion determines (acting in good faith) (a) would be materially burdensome (it being understood that it would not be materially burdensome to file the consent documents used in other jurisdictions, any substantially similar documents or any summary thereof with the securities or financial services authorities in such jurisdiction); or (b) such solicitation would otherwise not be permitted under applicable Law in such jurisdiction or with respect to such category of holders of Units.

## **ARTICLE X**

### **INITIAL PUBLIC OFFERING**

#### 10.1 Initial Public Offering.

(a) In connection with an Initial Public Offering of the Company, all Members shall and shall cause their Affiliates to take all necessary or desirable actions in connection with the consummation of such transaction, to, if and as the Board of Managers may reasonably request, convert the Company to a corporate form in a Tax-free transaction (except to the extent of taxable income or gain required to be recognized by a Member in an amount that does not exceed the amount of cash or any property or rights (other than stock) received by such Member upon the consummation of such transaction and/or any concurrent transaction), with the result that each Member shall hold capital stock of the resulting corporation (the “**Successor Corporation**”).

(b) The Company and the Board of Managers will use their respective best efforts to perform any conversion or restructuring contemplated in this Section 10.1 in the most Tax efficient manner for the Members, including any Members that are treated as

corporations for Federal Income Tax purposes. Upon the unanimous vote of the Board of Managers that such action is necessary to preserve the benefits of “tacking” under Rule 144 of the Securities Act, such conversion or merger may be structured to occur without any action on the part of any Member, and each Member hereby consents in advance to any action that the Board of Managers shall deem necessary to accomplish such result.

(c) In connection with an Initial Public Offering, all of the outstanding Common Units of the Company shall automatically convert into shares of common stock of the Successor Corporation (the “**Stock**”) immediately prior to the consummation of the Initial Public Offering or at such other time as the Board of Managers may determine.

(d) In the event that the Company determines to permit sales of shares of Stock held by Members in connection with an Initial Public Offering, all Members shall have the right to include in such offering a *pro rata* number of such Member’s Common Units.

10.2 Registration Rights Agreement. Any registration rights agreement entered into by the Company on or after the Effective Date shall survive the termination of this Agreement in accordance with its terms and continue to bind the Company or any successor; *provided, however,* that, in the event there is a Successor Corporation to the Company in accordance with Section 10.1, any references in such registration rights agreement to the Company, Units or Common Units shall apply to equivalent concepts for the entity type of such successor.

## **ARTICLE XI**

### **DISSOLUTION OF COMPANY;**

### **LIQUIDATION AND DISTRIBUTION OF ASSETS**

11.1 Events of Dissolution. This Section 11.1 sets forth the exclusive events which will cause the winding-up and dissolution of the Company. The Company shall be dissolved upon any of the following events (each, an “**Event of Dissolution**”):

(a) The determination of the Board of Managers, subject to Section 6.11(b), to elect to dissolve the Company; or

(b) A dissolution is required under Section 37 of the LLC Law or there is entered a decree of judicial dissolution under Section 37 of the LLC Law.

11.2 Liquidation; Winding Up. Upon the occurrence of an Event of Dissolution, the Board of Managers shall wind up the affairs of the Company in accordance with and subject to the LLC Law and shall supervise the liquidation of the assets and property of the Company and, except as hereinafter provided, shall have full, complete and absolute discretion in the mode, method, manner and timing of effecting such liquidation. The Board of Managers shall have absolute discretion in determining whether to sell or otherwise dispose of Company assets or to distribute the same in kind. The Board of Managers (subject as otherwise provided by the LLC Law) shall liquidate and wind up the affairs of the Company as follows:

(a) The Board of Managers shall prepare (or cause to be prepared) a balance sheet of the Company in accordance with GAAP as of the date of dissolution.

(b) The assets, properties and business of the Company shall be liquidated by the Board of Managers in an orderly and businesslike manner so as not to involve undue sacrifice. Notwithstanding the foregoing, if it is determined by the Board of Managers not to sell all or any portion of the properties and assets of the Company, such properties and assets shall be distributed in kind in the order of priority set forth in subsection (c); *provided, however*, that the fair market value of such properties and assets (as determined by the Board of Managers in good faith, which determination shall be binding and conclusive) shall be used in determining the extent and amount of a distribution in kind of such properties and assets in lieu of actual cash proceeds of any sale or other disposition thereof.

(c) The proceeds of the sale of all or substantially all of the properties and assets of the Company and all other properties and assets of the Company not sold, as provided in subsection (b) above, and valued at the fair market value thereof as provided in such subsection (b), shall be applied and distributed in one or more installments as follows, and in the following order of priority:

(i) First, to the payment of all debts and liabilities of the Company and the expenses of liquidation not otherwise adequately provided for and the setting up of any reserves that are reasonably necessary for any contingent, conditional or unmatured liabilities or obligations of the Company or of the Members arising out of, or in connection with, the Company; and

(ii) Second, the remaining proceeds to the Members and the Convertible Noteholders in accordance with the applicable provisions of Section 3.4.

(d) A cancellation of the Company's certificate of registration, as required by the LLC Law, shall be filed by the Board of Managers to be recorded by the Registrar of Limited Liability Companies.

11.3 Survival of Rights, Duties and Obligations. Termination, dissolution, liquidation or winding up of the Company for any reason shall not release any Person from liability which at the time of such termination, dissolution, liquidation or winding up already had accrued to any other party or which thereafter may accrue with respect to any act or omission prior to such termination, dissolution, liquidation or winding up, or of any indemnity rights of Persons as against the Company.

11.4 Claims of the Members. Members and former Members shall look solely to the Company's assets for the return of their contributions to the Company, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such contributions, the Members and former Members shall have no recourse against the Company or any other Member.

11.5 Authority to Present a Winding up Petition on Behalf of the Company. Subject to Section 6.11(b), the Board of Managers shall have the authority to present a winding up petition on behalf of the Company and/or to issue a summons or make an application for the appointment

of a provisional liquidator on behalf of the Company upon the affirmative vote of a majority of the Managers then in office in accordance with the provisions of this Agreement.

## **ARTICLE XII**

### **MISCELLANEOUS**

12.1 Expenses. Unless otherwise provided herein, the Company shall bear all of the expenses incurred by the Company in connection with the preparation, execution and performance of this Agreement and, the transactions contemplated hereby, including all fees and expenses of agents, counsel and accountants.

12.2 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by Law or as, in the opinion of the Board of Managers, may be necessary or advisable to carry out the intent and purposes of this Agreement.

12.3 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be deemed given and received (a) when transmitted by facsimile or electronic mail or personally delivered on a Business Day during normal business hours, (b) on the Business Day following the date of dispatch by overnight courier, (c) on the third Business Day following the date of mailing by registered or certified mail, return receipt requested, or (d) when made available on an online data site, (i) in the case of clauses (a)-(c), addressed to the Company or the Board of Managers at the address of the principal office of the Company set forth in Section 2.5, or to a Member or at such Members' address as set forth on the Register, or to a Convertible Noteholder at the address as determined in accordance with the terms of the Indenture, in any such case to such other address as the Company or any party hereto shall have last designated to the Company and the Members by notice given in accordance with this Section 12.3 and (ii) in the case of clause (d) in a folder on the Company's data site available to the Members receiving such notice.

12.4 Amendments; Termination. Except as otherwise expressly provided herein, this Agreement may not be modified, amended or restated, and provisions hereof may not be waived (whether by merger, recapitalization or any other similar transaction) without the approval of each of (a) the Members holding at least a majority of the Vote and (b) Managers comprising at least a majority of the Managers; *provided, however*, that any amendment, termination, modification, or waiver that would adversely affect, in any respect, the rights or obligations of a Member without similarly and proportionally affecting the rights or obligations of all other Members (for the avoidance of doubt, without giving effect to any Member's specific holdings of Units, specific tax or economic position or any other matters personal to a Member), shall not be effective as to such Member without such Member's prior written consent; *provided, further, however*, that any amendment, termination, modification, or waiver that would adversely affect, in any respect, the rights or obligations of the Convertible Noteholders (including any of the Designated Convertible Noteholder Provisions) hereunder shall not be effective as to the Convertible Noteholders except upon the affirmative vote of the holders of at least a majority in aggregate principal amount of the then outstanding Convertible Notes voting separately as a single class; *provided, further*, that any amendment, modification or waiver of Sections 7.3, 9.2, 9.3, 9.7 or 9.8 shall require the approval of Managers comprising at least a majority of the

Managers and the Members holding at least two-thirds (2/3) of the Vote; and *provided, further, however*, that (i) subject to compliance with Sections 7.3 and 9.7, the Company shall be permitted to amend and modify this Agreement pursuant to a Permitted Amendment approved by the Board of Managers as contemplated by Section 4.2 without the consent of the Members; (ii) no consent of any Member who only holds unvested Incentive Units shall be required to modify, amend, or restate this Agreement; (iii) the Company shall automatically amend the Register hereto without the consent of the Members; (iv) upon any modification, amendment or restatement of this Agreement, the Company shall distribute to each of the Members a copy of such modification, amendment or restatement of this Agreement; (v) the Company shall be permitted to amend and modify Exhibit A and/or Exhibit B hereto in its reasonable discretion at any time and from time to time, with the approval of the Board of Managers and (vi) the financial reporting obligations in Sections 8.1(b), 8.1(c) and 8.1(d) may not be amended to provide for less financial reporting to Members. Any approval, consent or waiver of or with respect to any provision of this Agreement requested by any party hereto must be in writing by the party granting such approval, consent or waiver; *provided, however*, that any such writing may be by means of an electronic writing or electronic mail. This Agreement shall terminate automatically upon the consummation of an Initial Public Offering.

12.5 Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or contrary to the LLC Law or existing or future applicable Law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it valid, enforceable and legal within the requirements of any applicable Law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid, unenforceable or illegal provisions.

12.6 Headings and Captions. All headings and captions contained in this Agreement and the table of contents hereto are inserted for convenience only and shall not be deemed a part of this Agreement. The Annexes are considered a part of this Agreement.

12.7 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Facsimile counterpart signatures to this Agreement shall be binding and enforceable.

12.8 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE CAYMAN ISLANDS.

12.9 Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, brought by a Member, Beneficial Owner, a Convertible Noteholder or a holder of Units in its capacity as such, shall be brought in the courts of the Cayman Islands. Each Beneficial Owner, a Convertible Noteholder or other holder of Units hereby irrevocably consents to the non-exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit,



action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or other document by registered mail to the address designated in Section 12.3 shall be effective service of process for any suit, action or other proceeding brought in any such court.

12.10 Entire Agreement; Non-Waiver. This Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof and contains the entire agreement between the parties with respect to such subject matter. No delay on the part of any party in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver, express or implied, by any party of any right hereunder or of any failure to perform or breach hereof by any other party constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by the same or any other Member, whether of a similar or dissimilar nature.

12.11 No Third Party Beneficiaries.

(a) Unless expressly provided to the contrary in this Agreement, a Person who is not a party to this Agreement (other than an Indemnitee or other Person referred to in the Designated Convertible Noteholder Provisions) shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce any term of this Agreement.

(b) Notwithstanding any term of this Agreement, the consent of or notice to any Person who is not a party to this Agreement (other than any Convertible Noteholder) shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under this Agreement at any time.

12.12 No Right to Partition. The Members, on behalf of themselves and their successors and assigns, if any, hereby specifically renounce, waive and forfeit all rights, whether arising under contract or statute or by operation of Law, except as otherwise expressly provided in this Agreement, to seek, bring or maintain any action in any court of law or equity for partition of the Company or any asset of the Company, or any Unit which is considered to be Company property, regardless of the manner in which title to such property may be held.

12.13 Investment Representation and Indemnity. Each Member, by becoming a party to this Agreement, (a) represents to each other Member and to the Company that such Member is acquiring a Unit in the Company for the purpose of investment for such Members' own account, with the intent of holding such Units for investment and without the intent of participating directly or indirectly in any sale or distribution thereof in a manner that would violate the Securities Act, (b) acknowledges that such Member must bear the economic risk of loss of such Members' capital contributions to the Company because this Agreement contains restrictions on Transfer and because the Units in the Company may not have not been registered under applicable United States federal and state securities Laws (it being understood that the Company shall be under no obligation so to register such Units in the Company) and may not be able to be Transferred unless registered under such securities Laws or an exemption therefrom is available, and (c) agrees to indemnify each other Member and the Company from any loss, damage, liability, claims and expenses (including reasonable attorneys' fees and expenses) incurred,

suffered or sustained by any of them as a result of the inaccuracy of any representation contained in this Section 12.13; *provided* that any Member (or prospective Member) acquiring or otherwise receiving Units that were initially issued under the exemption provided by Section 1145 of the Bankruptcy Code or a resale pursuant to Rule 144A or Rule 144, each promulgated under the Securities Act, or a transaction under Section 3(a)(9) of the Securities Act, need not make the representation in the foregoing clause (a) of this Section 12.13.

#### 12.14 Confidentiality.

(a) Except as and to the extent as may be required by applicable Law, regulatory authorities or examinations (including FINRA), without the prior written consent of the Board of Managers, the Members shall not make, and shall direct their officers, directors, agents, employees and other representatives not to make, directly or indirectly, any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of Confidential Information or any of the terms, conditions, or other aspects of this Agreement; *provided, however*, that the Members and their respective equity owners may disclose Confidential Information (i) to the extent required under any agreement between the Members or their respective equity owners and their respective investors, limited partners or other similar Persons of the Members and their respective equity owners, as applicable who are subject to obligations of confidentiality and in confidential materials delivered to prospective investors, limited partners or other similar Persons of the Members and their respective equity owners, as applicable who are subject to obligations of confidentiality; *provided, however*, that the Members will use commercially reasonable best efforts to, or cause their respective equity owners, to, enforce their respective rights in connection with a breach of such confidentiality obligations by any Person receiving Confidential Information pursuant to this clause (i), and (ii) to a *bona fide* potential purchaser of Units held by such Member if such *bona fide* potential purchaser executes a confidentiality agreement with such Member containing terms at least as protective as the terms set forth in this Section 12.14 and which, among other things, provides for third-party beneficiary rights in favor of the Company to enforce the terms thereof. As used herein, “**Confidential Information**” means all information, knowledge, systems or data relating to the business, operations, finances, policies, strategies, intentions or inventions of the Company (including any of the terms of this Agreement and any information provided pursuant to Article VIII) from whatever source obtained, except for any such information, knowledge, systems or data which at the time of disclosure was in the public domain. Each Member agrees that money damages would not be a sufficient remedy for any breach of this Section 12.14 by a Member, and that in addition to all other remedies, the Company shall be entitled to injunctive or other equitable relief as a remedy for any such breach. Each Member agrees not to oppose the granting of such relief and agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

(b) If any Member is required by applicable Law to disclose any Confidential Information, it must, to the extent permitted by applicable Law, first provide notice reasonably in advance to the Company with respect to the content of the proposed disclosure, the reasons that such disclosure is required by Law and the time and place that the disclosure will be made. Such Member shall cooperate, at the Company’s sole cost and expense, with the Company to obtain confidentiality agreements or arrangements

with respect to any legally mandated disclosure and in any event shall disclose only such information as is required by applicable Law when required to do so.

(c) Each Member shall indemnify the Company for any Damages incurred, suffered or sustained by any of them as a result of any breach by such Member of this Section 12.14.

\* \* \* \* \*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a deed to be effective as of the Effective Date.

**COMPANY:**

**CHC GROUP LLC**

---

Name:

Title:

**Witnessed by:**

---

Name:

Title:

**INITIAL MEMBER:**

**HELICOPTER MEMBER LTD.**

---

Name:

Title:

**Witnessed by:**

---

Name:

Title:

## EXHIBIT A

### FORM OF TRANSFEROR NOTICE OF TRANSFER

In connection with the Transfer of Units (the “*Units*”) of CHC Group LLC, a Cayman Islands limited liability company (the “*Company*”), the undersigned registered owner of the Units hereby certifies that with respect to the number of Units set forth on Schedule A hereto for which the Transfer is being requested (the “*Transferred Units*”), such Transfer complies with the Amended and Restated Limited Liability Company Agreement of the Company, dated [●], 2017, effective as of the Effective Date, as it may be amended, restated, supplemented or otherwise modified from time to time (the “*Agreement*”)¹ and (ii) such Transfer is being made (select the appropriate clause):

(A) to the Company or any Subsidiary thereof,

(B) to an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act for investment purposes and not with a view to or for offer or sale in connection with any distribution in violation of the Securities Act, in a transaction exempt from the requirements of the Securities Act,

(C) pursuant to the exemption from registration provided by [\_\_\_\_\_] under the Securities Act (if available), or

(D) pursuant to an effective registration statement under the Securities Act and, in each case, in accordance with applicable state securities Laws.

The undersigned understands that the Company will rely upon the completeness and accuracy of the undersigned’s certification in this transfer certificate in order to establish that the contemplated Transfer is exempt from the Securities Act and hereby affirms that all such responses are accurate and complete.

The undersigned further understands that the Company, in its sole discretion, may request additional supporting documentation from such undersigned, and the undersigned hereby agrees to promptly provide any such additional supporting documentation.

[TRANSFEROR]

By: \_\_\_\_\_  
Signature of Authorized Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

¹ Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

Address: \_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule A**  
**Transferred Units**

<b>Transferor (Name / Contact Information)</b>	<b>Transferee (Name / Contact Information)</b>	<b>Number of Units</b>

**EXHIBIT B**

**FORM OF JOINDER AND TRANSFEREE CERTIFICATE OF TRANSFER**

The undersigned is executing and delivering this Joinder, dated \_\_\_\_\_, 20\_\_, to that certain Amended and Restated Limited Liability Company Agreement, effective as of the Effective Date (the “**LLC Agreement**”), of CHC Group LLC, a Cayman Islands limited liability company (the “**Company**”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the LLC Agreement.

By executing and delivering this Joinder to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with all of the provisions, obligations and responsibilities of the LLC Agreement in the same manner as if the undersigned were an original signatory to the LLC Agreement, and to the extent applicable, shall be deemed to make the representations contained in Section 12.13 contained therein. The undersigned also agrees that the undersigned shall be a Member of the Company, as such term is defined in the LLC Agreement.

Additionally, the undersigned agrees and acknowledges that the address provided on the signature page hereto shall be included as part of the Register.

Executed as a deed:

[TRANSFEREE]

By: \_\_\_\_\_  
Signature of Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by:

\_\_\_\_\_

Name:

Title:

**Exhibit A1**

**Blackline of Amended and Restated Reorganized CHC Operating Agreement**

**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF**

**~~HELICOPTER COMPANY~~ CHC GROUP LLC**

(a Cayman Islands limited liability company)

Effective as of

[●], 2017

THE UNITS ISSUED PURSUANT TO THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE OR FOREIGN SECURITIES LAWS AND, AS SUCH, THEY MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER AND EXCEPT IN COMPLIANCE WITH APPLICABLE STATE OR FOREIGN SECURITIES LAWS. TRANSFER OF THE UNITS REPRESENTED BY THIS AGREEMENT ARE FURTHER SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS SET FORTH HEREIN.



## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS .....	2
1.1 Definitions .....	2
1.2 Construction; Usage Generally .....	8
1.3 Cross References to Other Defined Terms .....	9
ARTICLE II THE COMPANY AND ITS BUSINESS .....	11
2.1 Formation .....	11
2.2 Company Name .....	11
2.3 Effective Date .....	11
2.4 Term .....	11
2.5 Offices .....	11
2.6 Filings; Authorized Persons .....	12
2.7 Purposes .....	12
2.8 No Partnership .....	12
ARTICLE III CAPITAL CONTRIBUTIONS; DISTRIBUTIONS .....	12
3.1 Admission .....	12
3.2 Additional Capital Contributions; Additional Capital Commitment .....	14
3.3 No Interest in Company Property .....	14
3.4 Distributions .....	14
3.5 Conversion of Convertible Notes .....	14
3.6 Withdrawal of the Initial Member .....	14
ARTICLE IV UNITS .....	15
4.1 Authorized Units .....	15
4.2 Designation of Units .....	15
4.3 Issue of Units; Register; Transfer Agent .....	15
4.4 Certificates; Book-Entry .....	15
ARTICLE V MANAGEMENT OF THE COMPANY .....	17
5.1 Management and Control of the Company .....	17
5.2 Members Shall Not Manage or Control .....	18
5.3 Board of Managers .....	18
5.4 Board Observers .....	19
5.5 Meetings of the Board of Managers .....	20
5.6 Quorum and Voting .....	21
5.7 Procedural Matters of the Board of Managers .....	21
5.8 Officers .....	22
5.9 Terms of Office; Resignation; Removal .....	22
5.10 Compensation of Officers .....	22
5.11 Related Party Transactions .....	22
5.12 Compliance with Law .....	23

ARTICLE VI MEMBERS AND MEETINGS .....	23
6.1 Members .....	23
6.2 Admission of New Members .....	23
6.3 [reserved] .....	23
6.4 Power of Members .....	23
6.5 Meetings of Members .....	24
6.6 Place of Meetings .....	24
6.7 Notice of Members' Meetings .....	24
6.8 Waiver of Notice .....	24
6.9 Voting .....	25
6.10 Quorum; Vote Required .....	25
6.11 Approval by Members of Certain Matters .....	25
6.12 Action by Written Consent of Members .....	25
6.13 Voting by Ballot .....	26
6.14 No Cumulative Voting .....	26
6.15 Voting by, and Deemed Membership of, Convertible Noteholders .....	26
6.16 FATCA .....	26
ARTICLE VII EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY .....	27
7.1 Exculpation .....	27
7.2 Indemnification .....	27
7.3 Liability; Duties .....	29
7.4 Insurance .....	30
7.5 Limited Liability Company Opportunity .....	30
ARTICLE VIII ACCOUNTING; FINANCIAL AND TAX MATTERS .....	31
8.1 Books and Records; Reports .....	31
8.2 Fiscal Year; Taxable Year .....	32
8.3 Bank and Investment Accounts .....	32
8.4 Tax Treatment .....	33
ARTICLE IX TRANSFERS OF UNITS; TAG-ALONG RIGHT; DRAG-ALONG RIGHT; PRE-EMPTIVE RIGHTS .....	33
9.1 Limitation on Transfer .....	33
9.2 Tag-Along Right .....	34
9.3 Drag-Along Right .....	35
9.4 Condition to Transfers .....	37
9.5 Effect of Transfer .....	38
9.6 Tolling .....	39
9.7 Pre-Emptive Rights .....	39
9.8 Exchange Offers with Respect to the Company .....	41
ARTICLE X INITIAL PUBLIC OFFERING .....	41
10.1 Initial Public Offering .....	41
10.2 Registration Rights Agreement .....	42

ARTICLE XI DISSOLUTION OF COMPANY; LIQUIDATION AND DISTRIBUTION OF ASSETS .....	42
11.1 Events of Dissolution .....	42
11.2 Liquidation; Winding Up .....	42
11.3 Survival of Rights, Duties and Obligations .....	43
11.4 Claims of the Members .....	43
11.5 Authority to Present a Winding up Petition on Behalf of the Company .....	43
ARTICLE XII MISCELLANEOUS .....	43
12.1 Expenses .....	43
12.2 Further Assurances .....	44
12.3 Notices .....	44
12.4 Amendments; Termination .....	44
12.5 Severability .....	45
12.6 Headings and Captions .....	45
12.7 Counterparts .....	45
12.8 GOVERNING LAW .....	45
12.9 Jurisdiction .....	45
12.10 Entire Agreement; Non-Waiver .....	45
12.11 No Third Party Beneficiaries .....	46
12.12 No Right to Partition .....	46
12.13 Investment Representation and Indemnity .....	46
12.14 Confidentiality .....	46
Exhibit A Form of Transfer Notice	
Exhibit B Form of Joinder	

**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
~~HELICOPTER COMPANY I~~ CHC GROUP LLC**

**THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** (as may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, this “*Agreement*”) of ~~Helicopter Company I~~ CHC Group LLC, a Cayman Islands limited liability company (the “*Company*”), effective as of [●], 2017 (the “*Effective Date*”), is adopted and entered into by and among the Company, and the Members (as defined herein) deemed to be parties hereto, Helicopter Member Ltd., a Cayman Islands exempted company (the “*Initial Member*”) and such other Persons (as defined herein) who shall become Members in accordance with the provisions contained herein and pursuant to and in accordance with the LLC Law (as defined herein), in order to amend and restate in its entirety the Initial Limited Liability Company Agreement of the Company, dated December 14, 2016 (as amended, supplemented, or otherwise modified on or prior to the Effective Date, the “*Initial Agreement*”).

WHEREAS, the Company was initially formed as a limited liability company on December 14, 2016, under the name “Helicopter Company I LLC” pursuant to a Statement in Terms of Section 5 of the LLC Law (the “*Section 5 Statement*”), filed with Registrar of Limited Liability Companies of the Cayman Islands on December 14, 2016 (the “*Certificate of Formation*”); which Certificate of Formation was amended on February [●], 2017 by the filing of a Statement in Terms of Section 8 of the LLC Law with the Registrar of Limited Liability Companies, to reflect a change in the Company’s name to “CHC Group LLC”;

~~WHEREAS, the Members pursuant hereto have agreed to change the Company’s name to “[●] LLC” with effect from the Effective Date;~~

WHEREAS, (a) on May 5, 2016, CHC Group Ltd. (“*CHC Parent*”), and certain of its debtor affiliates (collectively, the “*Debtors*”) commenced jointly administered proceedings styled *In re: CHC Group Ltd. et al.* under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “*Bankruptcy Court*”) and (b) on September 30, 2016, the Supreme Court of British Columbia (the “*Canadian Court*”) recognized the Chapter 11 Proceedings as foreign main proceedings in proceedings commenced under Part IV of the Companies’ Creditors Arrangement Act;

WHEREAS, on ~~December 19, 2016~~ February [●], 2017, the Debtors filed with the Bankruptcy Court the Debtors’ ~~Second~~ Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Procedures [Docket No. ~~1373~~ [●]] (as amended and supplemented from time to time, the “*Plan*”);

WHEREAS, on January 10, 2017, the Grand Court of the Cayman Islands (the “*Cayman Islands Court*”) appointed Joint Provisional Liquidators to CHC Parent to assist and oversee CHC Parent’s directors in taking such steps as are necessary in the Cayman Islands to promote and/or facilitate the Plan;

WHEREAS, on [●], 2017, the Bankruptcy Court entered an order confirming the Plan and on [●], 2017, the Canadian Court recognized the confirmation order of the Bankruptcy Court;

WHEREAS, on [●], 2017, the Cayman Islands Court made an order pursuant to section 99 of the Companies Law (2016 Revision) of the Cayman Islands validating the sale and purchase of all of the Assets (as defined in the Plan) of CHC Parent by the Company or its nominee (the “*Cayman Proceedings*”) pursuant to that certain Asset Purchase Agreement, by and between the Company and CHC Parent, dated as of January 6, 2017, and effective as of the Effective Date (the “*Asset Purchase Agreement*”);

WHEREAS, in accordance with the Plan and as validated by the Cayman Islands Court in the Cayman Proceedings, the Company or its nominated wholly-owned entity has acquired all of the Assets (as defined in the Plan) of CHC Parent and pursuant to the Plan, the Company will serve as the parent company for the reorganized business of the Debtors;

WHEREAS, the Company shall be treated as a corporation for U.S. federal income tax purposes;

WHEREAS, pursuant to the Plan, and as of the Effective Date, each Member is to become a member of the Company and is automatically deemed to have accepted the terms of this Agreement (in its capacity as a Member of the Company) and to be a party hereto as a Member without any further action and as if, and with the same effect as if, such Member had delivered a duly executed counterpart signature page to this Agreement; and

WHEREAS, the parties hereto desire to amend and restate the Initial Agreement and to enter into this Agreement to provide for, among other things, the management of the business and affairs of the Company, the allocation of profits and losses among the Members, the respective rights and obligations of the Members to each other and to the Company, the withdrawal of the Initial Member, and certain other matters.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and among the parties hereto as set forth in this Agreement.

## **ARTICLE I** **DEFINITIONS**

### **1.1 Definitions.**

As used in this Agreement, the following terms shall have the meanings set forth below:

“1% Member” means each Member that, together with its Affiliates, holds, as of the applicable date of determination, at least one percent (1%) of the outstanding Common Units.

“Affiliate” means, with respect to any Person (as defined herein), any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, including portfolio companies of such Person and, in the case of any Affiliate that is an Investment Manager, funds and/or accounts that are managed, advised or sub-advised by such Investment Manager or any Affiliate thereof. The term “Affiliated” shall have a correlative meaning.

“Beneficial Owner” means any Person beneficially owning an interest in Common Units through a Nominee, which interest is credited to the account of the Nominee as the registered holder and Member through the book-entry system maintained by DTC, the Company or its transfer agent.

“Board of Managers” means the Board of Managers provided for in Article V.

“Business Day” means any calendar day that is not a Saturday, Sunday or other calendar day on which banks are required or authorized to be closed in New York, New York.

“Capital Contribution” means the contribution made by a Member in accordance with Section 3.1.

“Change of Control” shall be deemed to occur:

(1) if at any time, and other than as contemplated by the Plan, any Person or group (within the meaning of Rule 13d-5 under the Exchange Act as in effect on the Effective Date), other than any combination of the Permitted Holders (or a single Permitted Holder), shall own beneficially (within the meaning of Rule 13d-5 under the Exchange Act as in effect on the Effective Date), directly or indirectly, in the aggregate 50% or more of the Vote;

(2) upon the sale, lease or transfer, in one or a series of related transactions, of all or substantially all the assets of the Company and its Subsidiaries, taken as a whole, to a Person other than any of the Permitted Holders; or

(3) at any time, the Company shall cease to own and control, directly or indirectly, beneficially and of record, 100% of the Voting Stock (as defined in the Convertible Indenture) and other Capital Stock (as defined in the Convertible Indenture) of CHC Helicopter Holding S.à r.l.

“Chief Executive Officer” means the natural person from time to time serving as chief executive officer of the Company in accordance with this Agreement.

“Code” means the U.S. Internal Revenue Code of 1986, as amended, including any successor provisions and transition rules.

“Commission” means the U.S. Securities and Exchange Commission.

“Common Units” means the Units representing limited liability company Securities in the Company as the Company may issue from time to time in accordance with the terms of this Agreement and that are denominated as Common Units.

“Competitor of the Company” means any Person (including a holding company, but not including any private equity fund, hedge fund, alternative investment vehicle or other similar entity, or any of such entities’ Affiliates, which may control such Person) who is a competitor of the Company with substantial revenue/EBITDA from helicopter flight operations or helicopter maintenance, repair and overhaul operations, in each case primarily in support of the offshore oil and gas operations.

“control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Convertible Indenture” means that certain Indenture, dated as of [●], 2017, governing the Convertible Notes, by and among the Company and Finance Corp, certain Subsidiaries of the Company as guarantors, and The Bank of New York Mellon, as trustee and collateral agent, as the same may be amended from time to time.

“Convertible Noteholder” means any Person in whose name a Convertible Note is registered pursuant to the terms of the Convertible Indenture.

“Convertible Notes” means the Zero Interest Second Lien Convertible Notes due 2020 issued jointly by the Company and Finance Corp pursuant to the Convertible Indenture.

“Designated Convertible Noteholder Provisions” means Sections 3.4, 3.5, 6.15 and 12.4.

“DGCL” means the Delaware General Corporation Law, as the same may be amended from time to time.

“Excluded Issuances” means the issuance of equity or debt convertible into equity or equity-linked securities of the Company or its Subsidiaries (i) pursuant to conversion or exchange rights included in equity interests previously issued in compliance with the provisions of Section 9.7, (ii) in connection with a pro rata split, division or dividend of Units, (iii) that are issued pursuant to the Management Incentive Plan or any compensation plan or incentive plan approved by the Board of Managers pursuant to this Agreement (any equity interests issued pursuant to this clause (iii), “***Incentive Units***”), (iv) (a) as consideration in any merger, acquisition, joint venture or similar transaction, so long as such issuance does not involve cash consideration, or (b) as financing to fund such a transaction, (v) in connection with an exchange of equity, debt or debt securities offered on a pro rata basis among all holders of Common Units, (vi) pursuant to underwritten or otherwise widely distributed public offerings, (vii) pursuant to any private placement of warrants to purchase any form of equity interests in the Company to lenders that are not a Member (or an Affiliate thereof) unless approved pursuant to Section 5.11 providing debt financing to the Company or any of its Subsidiaries, (viii) by a Subsidiary to the Company or any of its wholly owned Subsidiaries and (ix) pursuant to any Note Conversion in accordance with the provisions of Section 3.5.



“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

“FATCA” means one or more of the following, as the context requires:

(a) Sections 1471 to 1474 of the Code and any associated legislation, regulations or guidance, commonly referred to as the U.S. Foreign Account Tax Compliance Act, the Common Reporting Standard (“CRS”) issued by the Organization for Economic Cooperation and Development, or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting and/or withholding tax regimes;

(b) any intergovernmental agreement, treaty or any other arrangement between the Cayman Islands and any of the U.S., the U.K. or any other jurisdiction (including between any government bodies in each relevant jurisdiction), entered into to facilitate, implement, comply with or supplement the legislation, regulations or guidance described in clause (a); and

(c) any legislation, regulations or guidance implemented in the Cayman Islands to give effect to the matters outlined in the preceding clauses.

“Federal Income Tax” means any Tax (as defined herein) imposed under Subtitle A of the Code or any other provision of United States federal income tax law (including the Taxes imposed by Sections 11, 55, 59A, and 1201(a) of the Code), and any interest, additions to Tax or penalties applicable or related to such Tax.

“Finance Corp” means ~~Helicopter~~CHC Finance ~~Limited~~Ltd., a Cayman Islands exempted limited company.

“FINRA” means the Financial Industry Regulatory Authority.

“GAAP” means generally accepted accounting principles in Canada, the United States or under International Financial Reporting Standards, as applicable, set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such in effect from time to time.

“Governmental Authority” means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

“Independent Manager” means any Manager of the Company who meets the independence requirements of the New York Stock Exchange as in effect from time to time.

“Initial Public Offering” means a public offering of the equity interests of the Company or any successor thereto, pursuant to an effective registration statement filed under the Securities Act.

“Investment Manager” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, has the power to direct or control the investment decisions of such Person.

“Law” means any federal, state, local or foreign or provincial law, statute, ordinance, rule, regulation, judgment, Order, injunction, decree or agency requirement having the force of law or any undertaking to or agreement with any governmental authority, including common law.

“LLC Law” means the Limited Liability Companies Law, 2016, of the Cayman Islands, as the same may be amended from time to time.

“Manager” means a natural person serving as a member of the Board of Managers in accordance with this Agreement.

“Management Incentive Plan” means the management incentive plan of the Company adopted by the Board of Managers on or as soon as reasonably practicable after, the Effective Date, pursuant to the Plan.

“Members” means the Persons who are parties hereto as listed on the Register as of the applicable time of determination; *provided, however*, that such term shall also include such other Persons who shall become members of the Company in accordance with the terms of this Agreement and pursuant to and in accordance with the LLC Law and shall also be deemed to include, for purposes of the provisions herein relating to the calling of, giving notice of, and voting at, meetings of Members (including the proceedings of such meetings), the Convertible Noteholders; *provided, further, however*, that, a Person shall cease to be a Member for purposes of this Agreement at such time as such Person ceases to own any Units. For the avoidance of doubt, the Convertible Noteholders shall be deemed to be Members for the purposes set forth in Section 6.15 and Section 12.4.

“Nominee” means a broker, dealer, commercial bank, trust company or other nominee holding Units for the benefit of a Beneficial Owner.

“Order” means a subpoena, order, judgment or decree of a court or governmental or regulatory agency of competent jurisdiction.

“Person” means any individual, corporation, company, voluntary association, partnership, joint venture, limited liability company, trust, estate, unincorporated organization, Governmental Authority or other entity and shall include any “group” within the meaning of the regulations promulgated by the Commission under Section 13(d) of the Exchange Act.

“Permitted Holder” means each of (i) any Person (together with their Affiliates) owning beneficially (within the meaning of Rule 13d-5 under the Exchange Act as in effect on the Effective Date) directly or indirectly, in the aggregate 7.5% or more of the Vote as of the

Effective Date and any of their Affiliates and (ii) any “group” (within the meaning of Rule 13d-5 under the Exchange Act as in effect on the Effective Date) of which any of the foregoing Persons identified in clause (i) are members, provided that such “group” shall own beneficially (within the meaning of Rule 13d-5 of the Exchange Act as in effect on the Effective Date), directly or indirectly, at least 50% of the Vote.

“Pre-Emptive Rights Member” means each (a) 1% Member and (b) Convertible Noteholder holding at least 1% of the Vote, in each case, solely to the extent such Member or Convertible Noteholder is an “accredited investor” (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act).

“Related Person” means (i) any Affiliate of the Company and (ii) any other Person if such other Person, together with its Affiliates, beneficially owns (within the meaning of Rule 13d-3 under the Exchange Act) in the aggregate more than ten percent (10%) of the outstanding Units; *provided*, that for the purposes of this definition, portfolio companies (i.e., operating companies acting in the ordinary course of their business and that are not formed for the purposes of, or in contemplation of, the subject transaction) of any such Person shall be excluded.

“Register” means the register of Units maintained by the transfer agent on behalf of the Company in which the Company will provide for the registration and Transfer of Units.

“Securities” means “securities” as defined in Section 2(a)(1) of the Securities Act and includes, with respect to any Person, such Person’s capital stock or other equity interests or any options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such Person’s capital stock.

“Securities Act” means the Securities Act of 1933, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

“Subsidiary” means, with respect to any Person, any other Person, whether incorporated or unincorporated, in which the Company or any one or more of its other Subsidiaries, directly or indirectly, owns or controls: (i) fifty percent (50%) or more of the securities or other ownership interests, including profits, equity or beneficial interests; or (ii) securities or other interests having by their terms ordinary voting power to elect more than fifty percent (50%) of the board of directors or others performing similar functions with respect to such other Person that is not a corporation.

“Tax” and “Taxes” means any U.S. federal, state or local, or non-U.S. taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Transfer” means any, direct or indirect, transfer, sale, assignment, pledge, hypothecation or other disposition of any Unit, whether voluntary or involuntary, or any agreement to transfer, sell, assign, pledge, hypothecate or otherwise dispose of any Unit, including any such transfer, sale, assignment, pledge, hypothecation, disposition by operation of

Law or otherwise to an heir, successor or assign; *provided, however*, that (i) a transaction that is a pledge shall not be deemed to be a Transfer but a foreclosure pursuant thereto shall be deemed to be a Transfer; (ii) with respect to any Member that is a widely held “investment company” as defined in the Investment Company Act of 1940, as amended (the “*Investment Company Act*”), or any publicly traded company whose securities are registered under the Exchange Act, a transfer, sale, assignment, pledge, hypothecation, or other disposition of ownership interests in such investment company or publicly traded company shall not be deemed a Transfer; and (iii) with respect to any Member that is a private equity fund, hedge fund or similar vehicle, any Transfer of limited partnership or other similar non-controlling interests in any entity which is a pooled investment vehicle holding other material investments and which is an equityholder (directly or indirectly) of a Member, or the change in control of any general partner, manager or similar person of such entity, will not be deemed to be a Transfer for purposes hereof. The term “Transferred” shall have a correlative meaning.

“Unit Percentage Interest” means, with respect to any Member’s or Convertible Noteholder’s share as of a given determination date, a fraction, (i) the numerator of which is the total number of Common Units held by such Person (with respect to any Convertible Noteholder, treating such Convertible Noteholder as if such Convertible Noteholder held the total amount of Common Units such Convertible Noteholder would be entitled to receive as of such date if it elected to have all of its outstanding Convertible Notes converted into Common Units pursuant to the terms of the Convertible Indenture) and (ii) the denominator of which is the total number of Common Units issued and outstanding at the determination date (including for this purpose all Common Units which would be issuable upon the conversion of all outstanding Convertible Notes pursuant to the terms of the Convertible Indenture as of such date), excluding, from each of the numerator and the denominator above, any options, Incentive Units or similar Securities.

“Units” means the Common Units of the Company issued pursuant to the terms of this Agreement.

“Vote” means, the outstanding Common Units, excluding Incentive Units, and all Common Units issuable upon the Note Conversion as of such date.

## 1.2 Construction; Usage Generally.

(a) The definitions in this Article I or the Schedules to this Agreement shall apply equally to both the singular and plural forms of the terms defined.

(b) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” and shall not be construed to limit any general statement that they follow to the specific or similar items or matters immediately following them.

(c) Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates.

(d) All references to days (excluding references to Business Days) or months shall be deemed references to calendar days or months.

(e) Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

(f) All references herein to “Articles,” “Sections” and “Schedules” shall be deemed to be references to Articles and Sections of, and Schedules to, this Agreement unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein and, unless otherwise defined therein, all terms used in any Schedule shall have the meaning ascribed to such term in this Agreement. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) All accounting terms not defined in this Agreement shall have the meanings determined by GAAP. Any reference in this Agreement to “\$” or “dollars” shall mean United States dollars.

(h) In calculating any Member’s or Convertible Noteholder’s Unit Percentage Interest or Vote for the purposes of determining whether such Person shall have any rights under this Agreement, all Units and Convertible Notes held by Affiliated Members and Affiliated Convertible Noteholders shall be aggregated for the purposes of such calculation and determination; *provided, however*, that no Units or Convertible Notes shall be attributed to more than one Member, Convertible Noteholder or Person within any such group of Affiliated Members or Affiliated Convertible Noteholders. Except as may be otherwise provided in this Agreement, and pursuant to Sections 6.9 and 6.15, each holder of Common Units shall be entitled to one (1) vote for each Common Unit owned by such holder and each Convertible Noteholder shall be entitled to that number of votes equal to the whole number of Common Units (rounded to the near nearest whole Unit (with one-half (1/2) rounded upward)) into which such Convertible Noteholder’s aggregate principal amount of outstanding Convertible Notes is convertible immediately after the close of business on the record date for the determination of the Members entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of Members is solicited.

(i) The language used in this Agreement has been chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

1.3 Cross References to Other Defined Terms. Each capitalized term listed below is defined on the corresponding page of this Agreement:

<u>Term</u>	<u>Page</u>
<u>No.</u>	
Additional Capital Contribution .....	14
Agreement .....	1
Asset Purchase Agreement .....	2
Bain .....	18
Bain Manager .....	18
Bain Manager Threshold .....	18
Bankruptcy Court .....	1
Beneficial Ownership Transfer .....	33
Board Observer .....	19
Buyout Notice .....	36
Canadian Court .....	1
Cayman Islands Court .....	1
Cayman Proceedings .....	2
CEO Manager .....	18
Certificate of Formation .....	1
CHC Parent .....	1
Company .....	1
Confidential Information .....	47
Damages .....	28
Debtors .....	1
Designated Independent Manager .....	18
Determination Date .....	18
Drag Third Party Purchaser .....	35
Drag-Along Outside Date .....	36
Drag-Along Sale .....	35
Dragging Members .....	35
DTC .....	13
Effective Date .....	1
Effective Transfer Time .....	38
Election Period .....	39
Event of Dissolution .....	42
Exchange Offer .....	41
Fund Indemnitee .....	28
Fund Indemnitors .....	28
Incentive Units .....	4
Indemnitee .....	27
Initial Agreement .....	1
Initial Member .....	1
Investment Company Act .....	7
Issuance .....	39
Majority Managers .....	18
New Securities .....	39
Noncompetitor Certification .....	32
Note Conversion .....	14
Notice of Acceptance .....	40

Offered Securities .....	39
Permitted Amendment .....	15
Plan .....	1
Pre-Emptive Offer Notice .....	39
Pre-Emptive Right .....	39
Proportionate Percentage .....	39
Proposed Transfer .....	34
Protected Person .....	27
Related Party Approval .....	23
Section 5 Statement .....	1
Selling Tag Member .....	34
Stock .....	42
Subject Purchaser .....	39
Successor Corporation .....	41
Tag Third Party Purchaser .....	34
Tag-Along Notice .....	34
Tag-Along Notice Period .....	34
Tag-Along Rightholder .....	34

## **ARTICLE II**

### **THE COMPANY AND ITS BUSINESS**

2.1 Formation. The Members hereby agree to continue the Company, which was formed pursuant to the provisions of the LLC Law and the Section 5 Statement, and hereby agree that the Company shall be governed by the terms and conditions of this Agreement and, except as otherwise provided herein, the LLC Law. This Agreement shall constitute the “LLC agreement” (as that term is used in the LLC Law) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the LLC Law and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the LLC Law in the absence of such provision, this Agreement shall, to the extent permitted by the LLC Law, control.

2.2 Company Name. The Members hereby agree that the name of the Company shall be “~~Insert Name~~ CHC Group LLC”. The Board of Managers may (without the consent or approval of any Member) change the Company’s name at any time and from time to time in accordance with the provisions of the LLC Law and upon notice to the other Members.

2.3 Effective Date. This Agreement is entered into, and is effective, as of the Effective Date.

2.4 Term. The Company shall continue until dissolved and its affairs wound up in accordance with the LLC Law and the terms of this Agreement.

2.5 Offices. The address of the Company’s registered office in the Cayman Islands is c/o Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman, KY1-9008, Cayman Islands or at such other or additional place or

places as the Board of Managers shall determine from time to time. The name and address of the registered agent in the Cayman Islands for service of process are c/o Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman, KY1-9008, Cayman Islands. The Company shall maintain a principal place of business and office(s) at such place or places as the Board of Managers may from time to time designate. The Company shall provide prompt written notice to the Members of any change in the Company's principal place of business.

2.6 Filings; Authorized Persons. The Members shall execute and deliver such documents and perform such acts consistent with the terms of this Agreement as may be necessary to comply with the requirements of Law for the formation, qualification and operation of a limited liability company, the ownership of property and the conduct of business under the Laws of the Cayman Islands and each other jurisdiction in which the Company shall own property or conduct business. Steven Manning was designated as an "authorized person," within the meaning of the LLC Law, to execute, deliver such documents and instruments on behalf of the Company and to take such other action on behalf of the Company, as directed by the "Managing Member" from time to time under the Initial Agreement, including in connection with the Restructuring Transactions and the Rights Offering (each as defined in the Plan). The Members hereby approve and ratify the execution and delivery of such documents and instruments by Steven Manning for and on behalf of the Initial Member and/or the Company, as the case may be, and any other actions taken by Steven Manning for and on behalf of the Initial Member and/or the Company, as the case may be, as an authorized person of the Company from execution of the Initial Agreement up to and including the execution of this Agreement. Furthermore, the Members as members of the Company, and the Company for itself and as member and/or shareholder of any Subsidiary of the Company, hereby confirm, ratify and approve all such actions taken by Steven Manning, the Initial Member and/or the Company up to and including the closing of the transactions contemplated herein and in the Asset Purchase Agreement, including in connection with the Restructuring Transactions and the Rights Offering (each as defined in the Plan). On the Effective Date, and following closing of the transactions contemplated by the Asset Purchase Agreement, Steven Manning's powers as an authorized person shall cease, and officers of the Company or such other natural persons as the Board of Managers may thereafter designate in writing shall be deemed authorized persons within the meaning of the LLC Law and are authorized to execute such documents and instruments on behalf of the Company and to take such other action on behalf of the Company, as, in each case, is directed by the Board of Managers from time to time.

2.7 Purposes. The Company is formed for the purposes of engaging in any lawful acts or activities for which limited liability companies may be organized under the LLC Law and to engage in any and all activities necessary or incidental thereto. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the LLC Law.

2.8 No Partnership. The Members intend that the Company shall not be a partnership (including a limited partnership) or joint venture, and that no Member, Manager or officer of the Company shall be a partner or joint venturer of any other Member, Manager or officer of the Company as a result of this Agreement.



### ARTICLE III

#### CAPITAL CONTRIBUTIONS; DISTRIBUTIONS

##### 3.1 Admission.

(a) On the Effective Date and pursuant to the Plan (or such later date as provided for under the Plan as a result of resolved Disputed Claims (as defined in the Plan)), each of the Beneficial Owners has exchanged, or is deemed to have exchanged, directly or indirectly, such Beneficial Owner's Allowed Senior Secured Notes Claims (as defined in the Plan), such Beneficial Owner's Allowed Unsecured Notes Claims (as defined in the Plan) or such Beneficial Owner's Allowed General Unsecured Claims (as defined in the Plan), as applicable (or such Beneficial Owner has received a Substitute Distribution (as defined in the Plan)), for newly authorized and issued Common Units of the Company, which are registered in the name of such Beneficial Owner's Nominee as set forth on the Register and as described in the last sentence of this Section 3.1(a). Such exchange shall be deemed capital contributions to the Company. Pursuant to the Plan, each Member is automatically deemed to have accepted the terms of this Agreement (in its capacity as a Member of the Company) and is automatically deemed to be a party hereto as a Member as if, and with the same effect as if, such Member had delivered a duly executed counterpart signature page to this Agreement, in each case, without any further action by any party. Notwithstanding anything to the contrary contained herein, no further approval of the Board of Managers, any Member or any other Person shall be required with respect to the foregoing. All Common Units on the Effective Date (or such later date as provided for under the Plan as a result of resolved Disputed Claims) to be delivered under the Plan (including in connection with the Substitute Distribution as part of the Rights Offering) shall be registered in the name of the Nominee that acted as the participant of The Depository Trust Company (the "**DTC**") for the Claims (as defined in the Plan) giving rise to the right to receive such Common Units and such Nominees receiving such Common Units shall be deemed to be bound by the terms of this Agreement as if an original party hereto. Subject to Section 3.5, the Company shall take commercially reasonable efforts to cause all Common Units issued after the Effective Date to be registered in the name of Nominees acting as participants of DTC.

(b) No additional Person shall be admitted as a Member other than in connection with (i) a Transfer of Units, (ii) a Note Conversion (as defined below) or (iii) the issuance of New Securities in compliance with the terms of this Agreement, but only if such Person has also complied with all the restrictions and conditions imposed by this Agreement on such Transfer, exercise or issuance, including, without limitation, those conditions and restrictions set forth in Article IX. A Person so consented to be admitted as a Member shall be so admitted on the terms and conditions of this Agreement.

(c) The Register sets forth the name and address of each Member as of the Effective Date, and will be amended from time to time to accurately reflect the name and address of each of the existing Members and each of the Persons who become Members after the Effective Date. The Company shall not be bound to recognize any equitable or other claim with respect to or interest in any Unit on the part of any

Person (including a Beneficial Owner) not reflected on the Register, regardless of whether the Company shall have actual or other notice thereof. Any reference in this Agreement to the Register shall be deemed to be a reference to the Register as amended and in effect from time to time. Without limiting the foregoing, when a Member is acting as Nominee, agent or in some other representative capacity for any Beneficial Owner in acquiring and/or holding Units, such Beneficial Owner shall have no rights as a Member.

(d) Each Person designated for admission to the Company as an additional Member in accordance with this Agreement (other than in connection with a Transfer made in accordance with Article IX or a Note Conversion) shall contribute cash, other property (including Securities) or services rendered in the amount and of the type designated by the Board of Managers and the Register shall be amended at the time of such additional Members' admission as a Member to reflect such contribution.

3.2 Additional Capital Contributions; Additional Capital Commitment. No Member shall be obligated to make any additional capital contribution to the Company. All amounts paid to the Company by a Member as additional equity capital (excluding the initial capital contributions described in Section 3.1) shall be deemed to be an additional capital contribution (each, an “***Additional Capital Contribution***”) by such Member for the purposes of this Agreement, and the Register shall be amended to reflect each such Additional Capital Contribution.

3.3 No Interest in Company Property. A Member's Units shall for all purposes be personal property. A Member has no interest in specific Company property.

3.4 Distributions. No Member shall be entitled to receive any distribution from the Company except as provided in this Agreement. Pursuant to the terms of the Convertible Indenture, distributions (whether interim distributions or distributions on liquidation) made after the Effective Date shall be made in amounts determined by the Board of Managers to the Members and, other than a distribution in the form of Common Units, the Convertible Noteholders, subject to the restrictions and terms set forth in the LLC Law and, in respect of the Convertible Noteholders, the Convertible Indenture (including, for the avoidance of doubt, Section 13.12 of the Convertible Indenture); *provided that*, to avoid duplication, no distribution, dividend or redemption shall be paid to any Convertible Noteholder unless the Convertible Indenture provides that such dividend, distribution or redemption, if actually paid, will not result in an adjustment to the Conversion Price (as defined in the Convertible Note Indenture) of such Convertible Noteholder's Convertible Notes. All such distributions, dividends, or redemptions shall be made to or among Members and the Convertible Noteholders in accordance with their Unit Percentage Interests; *provided, however*, for the avoidance of doubt, that unvested Incentive Units shall receive distributions in accordance with the rights provided under the Management Incentive Plan; *provided, further, however*, that if for any reason the Convertible Noteholders are not entitled to a particular distribution or dividend in connection with this Section 3.4 pursuant to the terms of the Convertible Indenture (including, for the avoidance of doubt, Section 13.12 of the Convertible Indenture), such distribution or dividend shall be made to the Members on a pro rata basis.

3.5 Conversion of Convertible Notes. Upon the conversion of any Convertible Note into Common Units in accordance with the terms and conditions of the Indenture (a “**Note Conversion**”) (and in accordance with the procedures of the DTC), a Convertible Noteholder shall be issued the number of Common Units to which it is entitled in accordance with the terms of the Indenture and shall be admitted to the Company as a Member. ~~[Such Common Units issued upon a Note Conversion shall be directly registered in the name of the Beneficial Owner (i.e., the former Convertible Noteholder) and not in the name of a Nominee; provided, however, that if an opinion of counsel referenced in Section 4.4(c) is delivered to the Company, such Common Units shall be held in the name of the Nominee.]~~ Each former Convertible Noteholder upon a Note Conversion is automatically deemed to have accepted the terms of this Agreement as a Member of the Company as if, and with the same effect as if, such Member had delivered a duly executed counterpart signature page to this Agreement, and the Register shall be amended at the time of such Note Conversion to reflect the issuance of the Common Units for which such Convertible Note was converted.

3.6 Withdrawal of the Initial Member. Upon the execution of this Agreement by the Initial Member, with effect from the Effective Date, the Initial Member shall be deemed to have withdrawn from the Company, have received the return of its capital contributions and will have no further interest in, or liability to, the Company, or owe any obligation to the Company or the Members.

## **ARTICLE IV**

### **UNITS**

4.1 Authorized Units. As of the Effective Date, the ownership interests in the Company are evidenced by one class of Units, designated as Common Units. Common Units to be issued and delivered in connection with the conversion in full of all Convertible Notes pursuant to the Note Conversion are authorized.

4.2 Designation of Units. The Board of Managers shall have the power to designate the ownership interests in the Company to be issued after the Effective Date into one or more classes and/or series of Units and to fix for such class or series such voting powers, full or limited, or no voting powers to the extent permitted by the last sentence of this Section 4.2, and such distinctive designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the properly approved resolution or resolutions of the Board of Managers providing for such designation, and such resolution or resolutions of the Board of Managers shall set forth such amendments to this Agreement as shall be necessary or reasonable in the sole judgment of the Board of Managers to effect such resolution and, subject to Sections 6.9, 6.12, and 12.4, such amendments shall be binding upon all of the Members of the Company upon a properly adopted resolution by the Board of Managers (each such amendment to this Agreement, including any amendment to the provision set forth in the last sentence of this Section 4.2, a “**Permitted Amendment**”); *provided* that no such amendment or other exercise of rights under this Section 4.2 may adversely affect rights provided under Section 3.4. To the

extent provided by Section 1123(a)(6) of the Bankruptcy Code, the Company shall not be permitted to issue any non-voting equity securities.

4.3 Issue of Units; Register; Transfer Agent. Subject to Sections 3.2, 3.5, and 9.7, the Board of Managers may issue Units from time to time in such portions of the entire interests in the Company as the Board of Managers shall properly approve, either for cash, services, Securities, property or other value, or in exchange for other Units, and at such price and upon such terms as the Board of Managers may, subject to the terms of this Agreement, determine. The Board of Managers (i) shall provide that a register of holders of any or all Units shall be kept and (ii) may appoint one or more transfer agents and one or more registrars, all in accordance with such rules, regulations and procedures as the Board of Managers may determine.

4.4 Certificates; Book-Entry.

(a) Subject to Section 4.5(b), Units for each Member will be evidenced by a book-entry notation in the book-entry account of such Member established with a transfer agent and as registered on the Register maintained by the transfer agent. The Company and the transfer agent may establish reasonable book-entry procedures with respect to the Register and the regulation of such book entry accounts. Each Member in whose name any Units are issued and registered in the Register shall for all purposes be deemed to have become the holder of record of such Units as of the date of issuance or Transfer to such Member. Prior to the registration of any Transfer of a Unit in the Register, the Company, the transfer agent, and any agent of the Company or the transfer agent may treat the Person in whose name such Unit is registered in the Register as a Member and the owner thereof for all purposes, any notice to the contrary notwithstanding. Upon a proper Transfer of Units in accordance with Article IX, the Company shall (or shall cause the transfer agent to) register the Transfer in the Register.

(b) A Member may provide a written request to be issued a physical certificate, representing the Units held by such Member. Any such certificate shall be signed by an authorized officer.

(c) (i) Each certificate or book entry position evidencing Common Units (including the Common Units issued pursuant to the Note Conversion but excluding Common Units Transferred pursuant to an effective registration statement under the Securities Act or in reliance on the exemption from registration requirements under Section 5 of the Securities Act provided by ~~section~~Section 1145 of the Bankruptcy Code), shall (A) in the case of book entry position, reflect and (B) in the case of a certificate, be stamped or otherwise imprinted with a legend substantially in the following form:

THE UNITS REPRESENTED HEREBY, HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN

EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER AND EXCEPT IN COMPLIANCE WITH APPLICABLE STATE OR FOREIGN SECURITIES LAWS.

THE UNITS REPRESENTED HEREBY ARE SUBJECT TO THE PROVISIONS OF THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, EFFECTIVE AS OF [●], 2017 (THE “AGREEMENT”) OF ~~HELICOPTER COMPANY~~ CHC GROUP LLC (THE “COMPANY”), AS IT MAY BE AMENDED FROM TIME TO TIME. THE AGREEMENT CONTAINS PROVISIONS LIMITING THE RIGHTS OF CERTAIN HOLDERS, INCLUDING, WITHOUT LIMITATION, RESTRICTIONS ON SALES, TRANSFERS AND OTHER DISPOSITIONS OF UNITS (INCLUDING A PROHIBITION ON TRANSFERS THAT WOULD RESULT IN THE NUMBER OF RECORD HOLDERS TO EXCEED 250 HOLDERS). COPIES OF THE AGREEMENT ARE ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF THE COMPANY. HOLDERS OF THE UNITS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

If a requesting Member provides, at its expense, an opinion of counsel satisfactory to the Company that the first paragraph of such legend is no longer required under applicable requirements of the Securities Act or state securities Laws, such first paragraph of such legend shall be removed. In the event of effectiveness of any registration of Common Units under Section 12 of the Exchange Act, the parenthetical in the second sentence of the second paragraph of such legend shall be removed.

(ii) Each certificate or book entry position evidencing Common Units (other than Common Units subject to the legends in [Section 4.4\(c\)\(i\)](#)) shall (A) in the case of book entry position, reflect and (B) in the case of a certificate, be stamped or otherwise imprinted with a legend substantially in the following form:

THE UNITS REPRESENTED HEREBY ARE SUBJECT TO THE PROVISIONS OF THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED [●], 2017 (THE “AGREEMENT”) OF ~~HELICOPTER COMPANY~~ CHC GROUP LLC (THE “COMPANY”), AS IT MAY BE AMENDED FROM TIME TO TIME. THE AGREEMENT CONTAINS PROVISIONS LIMITING THE RIGHTS OF CERTAIN HOLDERS, INCLUDING, WITHOUT LIMITATION, RESTRICTIONS ON SALES, TRANSFERS AND OTHER DISPOSITIONS OF UNITS (INCLUDING A PROHIBITION ON TRANSFERS THAT WOULD RESULT IN

THE NUMBER OF RECORD HOLDERS TO EXCEED 250 HOLDERS). COPIES OF THE AGREEMENT ARE ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF THE COMPANY. HOLDERS OF THE UNITS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

In the event of effectiveness of any registration of Common Units under Section 12 of the Exchange Act, the parenthetical in the second sentence of such legend shall be removed.

(d) The Company shall issue a new certificate in place of any certificate previously issued and alleged to have been lost, stolen or destroyed if the holder of the Unit(s) evidenced by such previously issued certificate, as reflected on the books and records of the transfer agent, (x) makes proof by affidavit, in form and substance satisfactory to the Company, that such previously issued certificate has been lost, stolen or destroyed, and (y) requests the issuance of a new certificate before the Company has notice that such previously issued certificate has been acquired by a transferee in a Transfer permitted by this Agreement.

## **ARTICLE V**

### **MANAGEMENT OF THE COMPANY**

5.1 Management and Control of the Company. The management, operation and control of the business and affairs of the Company shall be vested exclusively in the Board of Managers, except as otherwise expressly provided for in this Agreement. The Board of Managers shall have full and complete power, authority and discretion for, on behalf of and in the name of the Company, to enter into and perform all contracts and other undertakings that it may deem necessary or advisable to carry out any and all of the objects and purposes of the Company. A Manager acting individually, in his or her capacity as such, will not have the power to bind the Company. The power and authority of the Board of Managers may be delegated by the Board of Managers to a committee consisting of one or more Managers, to any officer of the Company or to any other Person engaged to act on behalf of the Company. The Board of Managers shall adopt, institute, amend, modify or revoke the governance policies or initiatives of the Company, which shall be intended to set forth the guiding principles and policies of the Company and the Board of Managers on various governance related matters as the Board of Managers shall determine by resolution from time to time.

5.2 Members Shall Not Manage or Control. The Members, other than as they may act by and through the Board of Managers, shall take no part in the management of the business and affairs of the Company and shall transact no business for the Company, in each case, other than as specifically delegated by the Board of Managers.

#### 5.3 Board of Managers.

(a) A Board of Managers shall be established and shall consist of five (5) natural persons as of the Effective Date, all in accordance with this Section 5.3. The initial Board of Managers as of the Effective Date shall be comprised of [●], [●], [●],



and [●] as the Designated Independent Manager (as defined below) and Karl Fessenden as the CEO Manager (as defined below). Thereafter, the Board of Managers shall be elected every two years at the annual meeting of the Members (with the first such annual meeting to take place in 2019), which election may also be conducted through action by written consent pursuant to Section 6.12, and, subject to Section 5.3(e), shall be comprised of (i) as long as there is a Chief Executive Officer in office, the Chief Executive Officer (the “**CEO Manager**”); *provided, however*, that if the individual serving as the CEO Manager shall cease to serve as the Chief Executive Officer, such individual shall automatically resign from the Board of Managers and be replaced with the individual next serving as the Chief Executive Officer (if one is then in office, and if not, such CEO Manager position shall remain vacant until such time as a Chief Executive Officer is appointed by the Board of Managers pursuant to the terms of this Agreement); (ii) three (3) Managers, each elected by the Members holding at least a majority of the Vote (the “**Majority Managers**”) and (iii) one (1) Manager (the “**Bain Manager**”) appointed by Bain Capital Credit, LP (“**Bain**”) so long as Bain, together with its Affiliates, holds in the aggregate an amount of the Vote equal to at least sixteen percent (16%) (the “**Bain Manager Threshold**”) on the date of such annual meeting or the date of such written consent (the “**Determination Date**”); *provided that* if Bain’s ownership falls below the Bain Manager Threshold, Bain shall promptly inform the Company, the Bain Manager shall resign from the Board, the vacancy shall be filled as set forth in Section 5.3(e) and the number of Majority Managers on the Board shall be increased from three (3) to four (4) as of such time. One of the Managers specified in clause (ii) above must be an Independent Manager (the “**Designated Independent Manager**”) and notwithstanding any provision herein to the contrary, the individual elected and appointed as the Designated Independent Manager must always be an Independent Manager.

(b) The initial Chairman of the Board of Managers shall be designated by a majority vote of the Board of Managers, from one of the initial Managers (other than the CEO Manager) listed in Section 5.3(a), to serve as Chairman until such time as such Chairman resigns or is removed by majority vote of the Board of Managers. Thereafter, the Board of Managers shall from time to time elect a member of the Board of Managers to serve as Chairman. The Chairman shall not have any special voting privileges or the ability to break ties.

(c) The Company shall send prompt written notice to all Members of the annual meeting and any change in the composition of the Board of Managers. Bain shall have the right to remove the Bain Manager at any time, with or without cause, for so long as Bain is entitled to appoint the Bain Manager to the Board of Managers in accordance with Section 5.3(a).

(d) Any Manager may resign at any time by notifying the Chairman in writing. Such resignation shall take effect upon receipt of such notice by the Chairman or at such later time as is therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

(e) If at any time a vacancy is created or exists on the Board of Managers by reason of the incapacity, death, removal or resignation of any Manager or if a seat

on the Board of Managers has not previously been filled, the vacancy shall be filled by another individual selected in accordance with the following provision and Section 5.3(a) to serve until the next annual meeting of the Members at which Managers are to be elected: (i) the CEO Manager vacancy shall be filled by the next duly appointed Chief Executive Officer, (ii) the Bain Manager shall be appointed by Bain to the extent Bain maintains the Bain Manager Threshold, and (iii) a vacancy in respect of any of the other Managers shall be filled by the vote of a majority of the Managers then holding such position, to serve until the next annual meeting of the Members unless the Members and the Convertible Noteholders holding a majority of the Vote decide to fill such vacancy sooner acting by written consent in accordance with Section 6.12; *provided, however*, that if Bain is no longer entitled to designate a Bain Manager pursuant to Section 5.3(a), the vacancy created by the resignation of such Bain Manager shall be filled in accordance with the provisions of the foregoing clause (iii).

(f) The designation of an individual as a Manager shall not of itself create a right to continued membership on the Board of Managers, attendance of the meetings of the Board of Managers, or employment with the Company.

(g) The compensation of the Managers, other than the CEO Manager, shall be fixed by the Board of Managers from time to time. All Managers shall be entitled to reimbursement of their reasonable and documented out-of-pocket expenses incurred in connection with their attendance of meetings of the Board of Managers and any committees of the Board of Managers.

#### 5.4 Board Observers.

(a) Each of Bain, Alliance Bernstein L.P. and Wayzata Investment Partners LLC shall have the right to designate one non-voting observer to the Board of Managers (each, a “**Board Observer**”) for so long as such Member (together with its Affiliates) either holds (i) at least 50% of the Vote it held as of the Effective Date or (ii) 6% of the Vote as of the applicable Determination Date.

(b) Subject to the provisions of this Section 5.4, each Board Observer shall have right to attend all meetings of the Board of Managers, and the Company shall give the Board Observer copies of all notices, minutes, consents and other materials that it provides to the Managers, it being understood that the rights of the Board Observer to receive such notices or materials or to attend such meetings shall be conditional upon the Company, the Board Observer and the Member owning Units having rights pursuant to this Section 5.4 with respect to such Board Observer entering into a customary confidentiality and restriction on usage agreement in form and substance reasonably satisfactory to the Board of Managers.

(c) Notwithstanding the foregoing, the Company reserves the right to withhold any information and to exclude any Board Observer from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel, serve to waive the work product doctrine or any other similarly protective privilege or



doctrine, or result in disclosure of trade secrets or a conflict of interest, in each case upon the affirmative vote of a majority of the members of the Board of Managers not affiliated with such Board Observer, acting in good faith.

(d) For the avoidance of doubt, no Board Observer shall be permitted to vote at any meeting of the Board of Managers or be counted for purposes of determining whether there is a sufficient quorum for the Board of Managers to conduct its business. Each Board Observer shall be reimbursed by the Company upon written request (including submission of reasonable documentation) for any reasonable out-of-pocket travel and other reasonable out-of-pocket expenses incurred in order to attend Board of Managers meetings.

(e) Each Board Observer shall automatically cease to have any rights hereunder on the date that the holder of Units appointing such Board Observer no longer has the right to designate a Board Observer pursuant to this Agreement. A Board Observer may be removed or replaced at any time by the holder of Units entitled to designate such Board Observer.

5.5 Meetings of the Board of Managers. The Board of Managers shall hold regular meetings at least once during each fiscal quarter at such time and place as shall be determined by the Board of Managers. Special meetings of the Board of Managers may be called at any time by any two (2) or more Managers. Written notice shall be required with respect to any meeting of the Board of Managers, and written notice of any special meetings shall specify the purpose of the special meeting. Unless waived by all of the Managers then in office in writing (before, during or after a meeting) or with respect to any Manager at such meeting, prior notice of any regular or special meeting (including reconvening a meeting following any adjournments or postponements thereof) shall be given to each Manager then in office at least one (1) Business Day before the date of such meeting. Notice of any meeting need not be given to any Manager then in office who shall submit, either before, during or after such meeting, a signed waiver of notice. Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except when the Manager attends the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly noticed, called or convened.

#### 5.6 Quorum and Voting.

(a) No action may be taken by the Board of Managers unless a quorum is present. A quorum shall consist of the presence, in person or by proxy, of a majority of the Managers then in office.

(b) Except as otherwise provided herein, the Board of Managers shall act by vote of a majority of the Managers then in office, and each Manager shall have one vote.

(c) Subject to Section 5.11, no Manager shall be disqualified from acting on any matter because such Manager, or any Member that appointed such Manager, if applicable, is interested in the matter to be acted upon by the Board of Managers so long as all material aspects of such matter have been disclosed in reasonable detail to all

Managers who are to act on such matter. Each Manager may authorize in writing another natural person or natural persons to vote and act for such Manager by proxy, and such natural person or natural persons holding such proxy shall be counted towards the determination of whether a quorum of the Board of Managers is present. One natural person may hold more than one proxy and each such proxy held by such natural person shall be counted towards the determination of whether a quorum of the Board of Managers exists.

#### 5.7 Procedural Matters of the Board of Managers.

(a) Any action required or permitted to be taken by the Board of Managers (or any committee thereof) may be taken without a meeting, if all of the Managers consent in writing (including by e-mail) to such action. Such consent shall have the same effect as a vote of the Board of Managers.

(b) The Board of Managers (and each committee thereof) shall cause to be kept a book of minutes of all of its actions by written consent and in which there shall be recorded with respect to each meeting of the Board of Managers (or any committee thereof) the time and place of such meeting, whether regular or special (and if special, how called), the names of those present and the proceedings thereof.

(c) Managers may attend and participate in a meeting of the Board of Managers (or any committee thereof) by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute presence in person at such meeting. Meetings of the Board of Managers shall be on not less than 24 hours' notice, unless waived by all members of the Board of Managers.

(d) At each meeting of the Board of Managers, the Chairman shall preside and, in his or her absence, Managers holding a majority of the votes present may appoint any member of the Board of Managers to preside at such meeting. The secretary (or such other person as shall be designated by the Board Managers) shall act as secretary at each meeting of the Board of Managers. In case the secretary shall be absent from any meeting of the Board of Managers, an assistant secretary shall perform the duties of secretary at such meeting or the person presiding at the meeting may appoint any person to act as secretary of the meeting.

(e) The Board of Managers may, by majority vote, designate one or more committees to take any action that may be taken hereunder by the Board of Managers, which committees shall take actions under such procedures (not inconsistent with this Agreement) as shall be designated by it; *provided, however*, that the Manager appointed by Bain may serve on any committee he or she wishes to.

#### 5.8 Officers.

(a) All officers of the Company, if any, shall have such authority and perform such duties as may be provided in this Agreement or, to the extent not so provided, by resolution passed by the Board of Managers. The officers of the

Company, if any, shall be appointed by the Board of Managers. Each officer shall be a natural person eighteen years of age or older. One person may hold more than one office. In all cases where the duties of any officer, agent, or employee are not prescribed by this Agreement, such officer, agent or employee shall follow the orders and instructions of the Chief Executive Officer unless otherwise directed by the Board of Managers, or solely the instructions of the Board of Managers if there is no Chief Executive Officer. The officers, to the extent of their powers as set forth in this Agreement or as delegated to them by the Board of Managers, are agents of the Company and the actions of the officers taken in accordance with such powers shall bind the Company.

(b) The secretary of the Company, if any, will generally perform all the duties usually appertaining to the office of secretary of a limited liability company.

#### 5.9 Terms of Office; Resignation; Removal.

(a) Each officer shall hold office until he or she is removed in accordance with clause (c) below or his or her earlier death, disability or resignation. Any vacancy occurring in any of the officers of the Company, for any reason, shall be filled by action of the Board of Managers.

(b) Any officer may resign at any time by giving written notice to the Board of Managers. Such resignation shall take effect at the time specified in such notice or, if the time be not specified, upon receipt thereof by the Board of Managers. Unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

(c) Each officer shall be subject to removal by the Board of Managers, subject to the terms of any applicable employment agreement.

5.10 Compensation of Officers. The compensation and terms of employment of all of the officers shall be fixed by the Board of Managers from time to time.

5.11 Related Party Transactions. Neither the Company nor any of its Subsidiaries shall enter into, modify (including by waiver) or terminate any transaction, agreement or arrangement with any Related Person other than employment or indemnification arrangements with Managers, officers or employees of the Company in the ordinary course of business unless such transaction, agreement or arrangement is (a) on an arms-length basis and (b) approved by at least a majority of the Managers who are not designated by the Related Person or one of its Affiliates or otherwise Affiliated with the Related Person and are otherwise disinterested with respect to such transaction, agreement or arrangement (collectively, the “***Related Party Approval***”).

5.12 Compliance with Law. The Company will implement, maintain and enforce policies and procedures reasonably designed to: (a) comply with all statutory and regulatory requirements under the U.S. Foreign Corrupt Practices Act (as amended from time to time), the U.S. Anti-Kickback Act of 1986 (as amended from time to time), the Organization for Economic Cooperation and Development Convention Against Bribery of Foreign Officials in

International Business Transactions and all legislation implementing such convention and all other international anti-bribery conventions, and all other anti-corruption, bribery, money laundering and similar Laws (including any applicable written standards, requirements, directives or policies of any Governmental Authority); and (b) avoid any investment in the Company and its Subsidiaries by, and to avoid transactions with, (i) any Person appearing on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control in the United States Department of the Treasury, any other relevant anti-money laundering legislation, regulation or order administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, including Subtitle B, Chapter V of Title 31 of the U.S. Code of Federal Regulations, in each case as amended from time to time and to the extent applicable, (ii) any other Person with whom a transaction is prohibited by Executive Order 13224, the USA PATRIOT Act, the Trading with the Enemy Act or the foreign asset control regulations of the United States Treasury Department, in each case as amended from time to time and to the extent applicable or (iii) any Person known by the Company (after reasonable inquiry) to be controlled by any Person described in the foregoing items (i) or (ii) (with ownership of 20% or more of outstanding voting securities being presumptively a control position).

## **ARTICLE VI**

### **MEMBERS AND MEETINGS**

6.1 Members. The name, address, class and number and type of Units of each Member are set forth on the Register. Such Register shall be amended from time to time to reflect the admission of new Members, Additional Capital Contributions of the Members, any Note Conversions, and the Transfer of Units, each only as permitted by the terms of this Agreement.

6.2 Admission of New Members. New Members, subject to the terms of this Agreement, (a) may be admitted by the Board of Managers and (b) shall be admitted (1) in connection with any Note Conversion pursuant to Section 3.5 or (2) in accordance with the transfer provisions contained in Article IX. Each new Member, prior to being admitted, shall represent and warrant to the Company, if applicable, as set forth under Section 12.13.

6.3 [reserved].

6.4 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the LLC Law. The Members shall elect the Board of Managers in accordance with Section 5.3. Except as otherwise specifically provided by this Agreement or required by the LLC Law, no Member shall have the power to act for or on behalf of, or to bind, the Company. All Members shall constitute one class or group of members for purposes of the LLC Law.

6.5 Meetings of Members. Meetings of the Members shall be called by the Board of Managers. The Members may vote, approve a matter or take any action by vote of the Members at a meeting, in person or by proxy, or without a meeting by written consent of the Members pursuant to Section 6.12.

6.6 Place of Meetings. The Board of Managers or a duly authorized committee thereof may designate any place, either within or outside of the Cayman Islands, as the place of

meeting for any annual meeting or for any special meeting of the Members. If no designation is made, the place of meeting shall be the principal executive offices of the Company. Members may participate in a meeting by means of a conference telephone or electronic media by means of which all persons participating in the meeting can communicate concurrently with each other, and any such participation in a meeting shall constitute presence in person of such Member at such meeting.

6.7 Notice of Members' Meetings.

(a) In connection with the calling of any meeting of the Members, the Board of Managers may set a record date for determining the Members entitled to vote at such meeting. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally, by facsimile or by mail, by or at the direction of any Manager calling the meeting to each Member, whether or not such Member is entitled to vote at such meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting, the matters that are intended to be presented, and, in the case of annual general meetings, the name of any nominee who the Board of Managers intend to present for election.

(b) Notice to Members shall be given in accordance with Section 12.3.

(c) When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

6.8 Waiver of Notice.

(a) When any notice is required to be given to any Member of the Company under the provisions of this Agreement, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

(b) By attending a meeting, a Member:

(i) Waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; and

(ii) Waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

6.9 Voting. Each holder of Common Units (excluding, for the avoidance of doubt, any Incentive Units) shall be entitled to one (1) vote for each Common Unit (excluding, for the avoidance of doubt, any Incentive Unit) owned by such holder, except as expressly provided otherwise in this Agreement. Convertible Noteholders may vote as provided for in Section 6.15.

6.10 Quorum; Vote Required.

(a) Subject to Section 6.15, the presence at a meeting, in person or by proxy, of Members owning at least a majority of the Vote entitled to vote on the subject matter of the meeting at the time of the action taken constitutes a quorum for the transaction of business required. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned to a period not to exceed sixty (60) days at any one adjournment.

(b) When a quorum is present, the affirmative vote, in person or by proxy, of Members owning at least a majority of the Vote entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by the LLC Law or by this Agreement.

6.11 Approval by Members of Certain Matters. The following actions may not be undertaken by or on behalf of the Company or its Subsidiaries without, in addition to any other vote or consent required by Law or this Agreement, the affirmative vote or prior written consent of at least a majority of the Vote:

(a) the Company's effecting any Change of Control or other direct or indirect sale or other Transfer (including by way of merger, consolidation or amalgamation) of at least a majority of the Vote of the Company or of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, in one transaction or a series of related transactions (other than a sale of Units by Members under Section 9.2 or 9.3);

(b) the liquidation, winding up or dissolution of the Company pursuant to Section 11.1; and

(c) subject to Section 12.4, the amendment, modification, repeal or restatement of any provision of this Agreement.

6.12 Action by Written Consent of Members. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members holding not less than the minimum number of Votes that would be necessary to approve the action pursuant to the terms of this Agreement, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Members. In no instance where action is authorized by written consent shall a meeting of Members be required to be called or notice required to be given prior to such action; *provided, however*, a copy of the action taken by written consent shall be with the records of the Company. Reasonably prompt notice of the taking of any action taken without a meeting by less than unanimous written consent shall be given to those Members and Convertible Noteholders who have not consented in writing and



who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of Members and Convertible Noteholder to take the action were obtained; *provided, however*, that the effectiveness of such action is not dependent on the giving of such notice. Written consent pursuant to this Section 6.12 shall have the same force and effect as a vote taken at a duly held meeting and may be stated as such in any document.

6.13 Voting by Ballot. Voting on any question or in any election shall be by ballot.

6.14 No Cumulative Voting. No holder of Votes shall be entitled to cumulative voting in any circumstance.

6.15 Voting by, and Deemed Membership of, Convertible Noteholders. Except as otherwise required by Law or as provided in this Agreement, so long as any obligations under the Convertible Notes remain outstanding pursuant to the Indenture, notwithstanding anything to the contrary, each Convertible Noteholder shall be entitled to vote on all matters submitted to a vote of the holders of Common Units, and shall be entitled to that number of votes equal to the whole number of Common Units (rounded to the near nearest whole Unit (with one-half (½) rounded upward)) into which such Convertible Noteholder's aggregate principal amount of outstanding Convertible Notes is convertible immediately after the close of business on the record date for the determination of the Members entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of Members is solicited. The Convertible Noteholders shall be deemed to be Members, and their Convertible Notes shall be deemed to have been converted into Common Units in accordance with this Agreement and the Convertible Indenture, for the purpose of any provision of the LLC Law which requires the vote of Members as a prerequisite to any corporate action. Except as expressly otherwise provided herein or as required by Law, the Convertible Noteholders shall vote together with the holders of Common Units as a single class on all matters. The Convertible Noteholders shall be entitled to notice of, and have the right to attend, all Members' meetings in accordance with this Agreement and the LLC Law.

6.16 FATCA. Each Member agrees to provide to the Company or its agents, upon request, any documentation or other information regarding the Member and its Beneficial Owners that the Company or its agents may require from time to time in connection with the Company's obligations under, and compliance with, applicable Laws and regulations including, but not limited to FATCA. Each Member waives any provision under the Laws and regulations of any jurisdiction that would, in the absence of such waiver, prevent or inhibit the Company's compliance with applicable Law as described in this paragraph including, but not limited to preventing (i) the Member from providing any requested information or documentation, or (ii) the disclosure by the Company or its agents of the provided information or documentation to applicable Governmental Authorities. Each Member further acknowledges that the Company may take such action as it considers necessary in relation to such Member's interest in the Company to ensure that any withholding tax payable by the Company, and any related costs, interest, penalties and other losses and liabilities suffered by the Company or any other Member, or any agent, delegate, employee, director, officer or Affiliate of any of the foregoing Persons, arising from such Member's failure to provide any requested documentation or other information to the Company, is economically borne by such Member.

## ARTICLE VII

### EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY

#### 7.1 Exculpation.

(a) No Manager, officer or Member, in any way, guarantees the return of any Members' capital contributions or a profit for the Members from the operations of the Company. To the fullest extent permitted by the LLC Law, but subject to Section 7.3(d), none of (i) the Managers, (ii) the Members (including a Member appointing and each Investment Manager directing the appointment of a Manager, whether in its capacity as such appointing Member, Investment Manager, or otherwise and each Fund Indemnitor related to such Member, Manager, and/or Investment Manager), (iii) the Convertible Noteholders, or (iv) any of the Managers', the Members' or the Convertible Noteholders' respective Affiliates, Investment Managers, or any of their respective officers, directors, employees, partners, members, representatives or equityholders (each, a "***Protected Person***") shall be liable to the Company or its Members for any monetary loss or damage resulting from any act or omission taken or suffered by such Manager in connection with the conduct of the affairs of the Company or otherwise in connection with this Agreement or the matters contemplated hereby. Any Protected Person or any officer of the Company may consult with legal counsel, accountants, advisors or other similar persons with respect to the Company's affairs and shall be fully protected and justified in any action or inaction that is taken or omitted in good faith, in reliance upon and in accord with the opinion or advice of such persons; *provided, however*, such legal counsel, accountants, advisors or other similar persons shall have been selected in good faith. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the LLC Law.

(b) None of the Members, by reason of their execution of this Agreement or their status as Members or equityholders of the Company shall be responsible or liable for any indebtedness, liability or obligation of any other Member incurred either before or after the execution of this Agreement.

#### 7.2 Indemnification.

(a) To the fullest extent permitted under the LLC Law and applicable Law, the Company shall indemnify and hold harmless each of the Protected Persons and each officer of the Company and its Subsidiaries (each, an "***Indemnitee***") from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated (collectively, "***Damages***"), that are incurred by any Indemnitee, and arise out of, are related to, or are in connection with (i) the affairs or operations of the Company or the performance by such Indemnitee of any of the Indemnitee's responsibilities hereunder, and (ii) the service at the request of the Company by such Indemnitee as a partner, member, manager, director, officer, trustee, employee or agent of any other Person; *provided, however*, that the Indemnitee (A) acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best



interests of the Company, (B) did not violate any applicable fiduciary duties set forth in Section 7.3, and, (C) with respect to any criminal action or proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Indemnitee's conduct was unlawful. The indemnification obligations of the Company pursuant to this Section 7.2 shall be satisfied from and limited to the Company's assets and no Member shall have any personal liability on account thereof.

(b) The Company shall pay reasonable, documented expenses incurred by any Indemnitee in defending any action, suit or proceeding described in subsection (a) of this Section 7.2 in advance of the final disposition of such action, suit or proceeding, as such Damages are incurred; *provided, however*, that any such advance shall only be made if such Indemnitee provides written affirmation to repay such advance if it shall ultimately be determined by a court of competent jurisdiction that such Indemnitee is not entitled to be indemnified by the Company pursuant to this Section 7.2.

(c) Certain Indemnitees that are directors, officers, employees, stockholders, partners, limited partners, members, equityholders, managers, or advisors of any Member or any of such Member's Affiliates or that are otherwise Managers (each such Person, a "**Fund Indemnitee**") may have certain rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of such Member and/or its Affiliates or such Indemnitees personally (collectively, the "**Fund Indemnitors**"). Notwithstanding anything to the contrary in this Agreement or otherwise: (i) the Company is the indemnitor of first resort (*i.e.*, the Company's obligations to each Fund Indemnitee are primary and any obligation of the Fund Indemnitors to advance Damages or to provide indemnification for such Damages incurred by each Fund Indemnitee are secondary), (ii) the Company shall be required to advance the full amount of Damages incurred by each Fund Indemnitee and will be liable for the full amount of all such Damages paid in settlement to the extent legally permitted and as required by this Agreement, without regard to any rights each Fund Indemnitee may have against the Fund Indemnitors, and (iii) the Company irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, no advancement or payment by the Fund Indemnitors on behalf of a Fund Indemnitee with respect to any claim for which such Fund Indemnitee has sought indemnification or advancement of Damages from the Company shall affect the foregoing and the Fund Indemnitors will have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Fund Indemnitee against the Company. The Fund Indemnitors are express third party beneficiaries of the terms of this Section 7.2(c).

(d) Without limiting Section 7.2(c), the indemnification provided by this Section 7.2 shall not be deemed exclusive of any other rights to indemnification to

which those seeking indemnification may be entitled under any agreement, determination of the Board of Managers or otherwise. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 7.2 shall continue as to an Indemnitee who has ceased to be a Member, Manager or officer (or other Person indemnified hereunder) and shall inure to the benefit of the successors, executors, administrators, legatees and distributees of such Person.

(e) The provisions of this Section 7.2 shall be a contract between the Company, on the one hand, and each Indemnitee who served at any time while this Section 7.2 is in effect in any capacity entitling such Indemnitee to indemnification hereunder, on the other hand, pursuant to which the Company and each such Indemnitee intend to be legally bound. No repeal or modification of this Section 7.2 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon such state of facts.

(f) The Company may enter into indemnity contracts with Indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 7.2 hereof and containing such other procedures regarding indemnification as are appropriate. For the avoidance of doubt, each of the Managers shall be entitled to receive indemnity contracts with the Company on terms no less favorable than any other indemnity contract entered into between the Company (or any of its Subsidiaries) and any other Manager.

### 7.3 Liability; Duties.

(a) No Member, Manager or officer of the Company shall be personally liable for any indebtedness, liability or obligation of the Company, except as specifically provided for in this Agreement or required pursuant to the LLC Law or any other applicable Law.

(b) Any duties (including fiduciary duties) of a Member (but not the duties of the Managers and the officers of the Company, in their capacity as such) that would otherwise apply at Law or in equity (including the duty of loyalty and the duty of care) are hereby waived and eliminated to the fullest extent permitted under Delaware law as if the Company were a Delaware corporation; *provided, however*, that (i) the foregoing shall not eliminate the obligation of each Member to act in compliance with the express terms of this Agreement and (ii) the foregoing shall not be deemed to eliminate the implied contractual covenant of good faith and fair dealing. In furtherance of the foregoing (but subject to the proviso in the foregoing sentence), when any Member (but not the Managers and officers of the Company, in their capacity as such) takes any action under this Agreement to give or withhold its consent or approval, such Member shall have no duty (fiduciary or other) to consider the interests of the Company, its Subsidiaries or the other Members or creditors, and may act exclusively in its own interest.

(c) The Members acknowledge and agree that the foregoing is intended to comply with the provisions of the LLC Law (including Section 26(5)) permitting members of a limited liability company to eliminate fiduciary duties of the Members (in their capacity as such) to the fullest extent permitted under the LLC Law.

(d) The Managers and the officers of the Company, in their capacity as such, shall owe the same duties (including fiduciary duties of care and loyalty) to the Company and the Members as the duties that directors and officers, respectively, of a Delaware corporation owe to such corporation and its stockholders pursuant to the DGCL as if the Company were a Delaware corporation, including, without limitation, with respect to a Manager, any action, decision or consent taken, made, or given that is taken, made or given in the sole discretion, reasonable discretion or good faith (or similar standards) of the Board of Managers. In particular, and without limiting the foregoing, no Manager shall be liable to the Company or any of its Members or any other Person for monetary damages for breach of its fiduciary or other duties as a Manager, except for liability for:

- (i) any breach of such Manager's duty of loyalty to the Company or its Members;
- (ii) such Manager's acts or omissions not in good faith or that involve such Manager's intentional misconduct or a knowing violation of Law or this Agreement;
- (iii) unlawful payments of dividends, repurchases of Units or redemptions; or
- (iv) any transaction from which such Manager derived an improper personal benefit.

7.4 Insurance. The Company shall purchase and maintain insurance, on behalf of such Indemnitees, and may purchase and maintain insurance on behalf of the Company, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such Indemnitees, and in such amounts, as the Board of Managers reasonably determines are customary for similarly-situated businesses such as the Company and its Subsidiaries, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

7.5 Limited Liability Company Opportunity.

(a) Each Member acknowledges and affirms that the other Members may have, and may continue to, participate, directly or indirectly, in investments in assets and businesses which are, or will be, suitable for the Company or competitive with the Company's business.

(b) Each Member, individually and on behalf of the Company, expressly (i) acknowledges and agrees that no Member nor any of their respective representatives (including any Manager) will have any duty to disclose to the Company or any other

Member any such business opportunities, whether or not competitive with the Company's business and whether or not the Company might be interested in such business opportunity for itself (except to the extent that such representative (including any Member or Manager) is a consultant or employee of the Company or its Subsidiaries, in which case such representative will be subject to the same "corporate opportunity" doctrine as would apply to them if the Company were a corporation organized under the DGCL), (ii) agrees that the terms of this Section 7.5, to the extent that they modify or limit a duty or other obligation (including fiduciary duties), if any, that such Member, Manager or other Person may have to the Company or any other Person under the LLC Law or other applicable Law, rule or regulation, are reasonable in form, scope and content; and (iii) waives to the fullest extent permitted by the LLC Law any duty or other obligation, if any, that such Member, Manager or other Person may have to the Company or another Person, pursuant to the LLC Law or any other applicable Law, rule or regulation, to the extent necessary to give effect to the terms of this Section 7.5.

## **ARTICLE VIII**

### **ACCOUNTING; FINANCIAL AND TAX MATTERS**

#### **8.1 Books and Records; Reports.**

(a) The books of the Company will be maintained at the Company's principal place of business. The Company shall maintain, or cause to be maintained, a register of Members (which register is not available for public inspection) containing the name and address of each Person who is a member of the Company, the date on which such Person became a Member and the date on which such Person ceased to be a Member. Proper books of account including material underlying documentation, including contracts and invoices with respect to money received and expended by the Company, all sales and purchases of goods by the Company and the assets and liabilities of the Company will be maintained in compliance with Cayman Islands law for a minimum period of six years. The Company will also maintain a record of the amount and date of the contributions of Members, and any return of contributions or distributions to Members.

(b) As soon as reasonably practicable after the close of each fiscal year of the Company, but in any event not later than one hundred-twenty (120) days after the end of each fiscal year of the Company, the Company shall provide (or make available through a restricted electronic data room) to each Member and Beneficial Owner a copy of the audited consolidated financial statements of the Company and its Subsidiaries as of the end of such fiscal year.

(c) As soon as reasonably practicable after the end of each of the first three quarters of each fiscal year, but in any event not later than sixty (60) days after the end of each such quarter, the Company shall provide (or make available through a restricted electronic data room) to each Member and Beneficial Owner a copy of the quarterly unaudited financial information with respect to the Company and its Subsidiaries.

(d) Management of the Company shall hold quarterly earnings conference calls with the Members and Beneficial Owners to discuss the results of the Company's operations and the financial performance of the Company.

(e) The Company shall make the information and reports to be provided pursuant to Sections 8.1(b) and 8.1(c) available (including by making available through a restricted electronic data room) to each Member, Beneficial Owner or any bona fide potential transferees of a Member's Units subject, in each case, to such Member, Beneficial Owner or bona fide potential transferee entering into a customary non-disclosure agreement with the Company (including on a click-through basis) which shall include a certification by such Person that it is not a Competitor of the Company (such certification, a "***Noncompetitor Certification***").

(f) In no event shall any financial information required to be furnished pursuant to this Agreement be required to include any information required by, or to be prepared or approved in accordance with, or otherwise be subject to, any provision of the Commission's Regulation S-K, Section 404 of the Sarbanes-Oxley Act of 2002 or any rules, regulations, or accounting guidance adopted pursuant to that thereunder.

(g) If the Company determines that it was a "passive foreign investment company" for U.S. federal income tax purposes for a taxable year, it shall provide or cause to be provided to any Member who so requests a "PFIC Annual Information Statement" as described in Treasury Regulation section 1.1295-1(g) (or in any successor IRS release or Treasury regulation) with respect to the Company and any of its Subsidiaries which the Company also determined was a "passive foreign investment company" for such taxable year, in each case, including all representations required by such Statement, and will take commercially reasonable steps to facilitate a "qualified electing fund" election for U.S. federal income tax purposes with respect to the Member's interest in the Company and such Subsidiaries; *provided, however*, that any information or rights provided to a Member pursuant to this Section 8.1(g) or the "PFIC Annual Information Statement" may be used or exercised, respectively, solely for purposes of complying with U.S. federal income tax laws. Notwithstanding the foregoing, the Company shall have no obligations under this Section 8.1(g) with respect to a taxable year if it determines in good faith that neither the Company nor any of its Subsidiaries was a "passive foreign investment company" for the taxable year.

(h) If at any time the Company fails to furnish the information required by Sections 8.1(b) and 8.1(c), the Company will make available (including by making available through a restricted electronic data room) to the Members, Beneficial Owners, and any bona fide potential transferees of a Member's Units (subject, in each case, to such Member, Beneficial Owner or bona fide potential transferee entering into a customary non-disclosure agreement with the Company (including on a click-through basis) which shall include a Noncompetitor Certification), the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

8.2 Fiscal Year; Taxable Year. The fiscal year of the Company for financial accounting purposes shall end on April 30. The taxable year of the Company for federal, state

and local income tax purposes shall end on April 30 unless another date is required by the Code or, as applicable, under such state or local Law.

8.3 Bank and Investment Accounts. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board of Managers, in such checking, savings or other accounts, or held in its name in the form of such other investments, as shall be designated by the Board of Managers. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such officer or officers of the Company as the Board of Managers may designate.

8.4 Tax Treatment. The Company shall be treated as a corporation for U.S. federal and applicable state income Tax purposes.

**ARTICLE IX**  
**TRANSFERS OF UNITS;**  
**TAG-ALONG RIGHT; DRAG-ALONG RIGHT; PRE-EMPTIVE RIGHTS**

9.1 Limitation on Transfer.

(a) A Member may Transfer Units except as prohibited by the provisions of this Agreement. Any attempt to Transfer any Units in violation of the provisions of this Article IX shall be null and void *ab initio* and the Company shall not register or effect any such Transfer. Any Transfer of Units to the Company or pursuant to Section 9.2 or 9.3 shall not be prohibited by or subject to the provisions of this Section 9.1.

(b) No Transfer of any Units shall be permitted if (i) such Transfer would violate the Securities Act or any state securities or “blue sky” laws applicable to the Company or to the Units to be Transferred, (ii) such Transfer would impose liability or reporting obligations on the Company or any Member thereof under the Exchange Act or would otherwise require the Company or any Member to make any filing with the Commission, (iii) such Transfer would cause an Event of Dissolution or, to the actual knowledge of the transferor, a Change of Control or (iv) following such proposed Transfer, the Company would have in the aggregate, more than two hundred and fifty (250) holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) (determined in the Company’s sole discretion), unless the Board of Managers otherwise approves such Transfer under clauses (ii) – (iv). The Company may institute legal proceedings to force rescission of a Transfer prohibited by this Section 9.1(b) and to seek any other remedy available to it at Law, in equity or otherwise, including an injunction prohibiting any such Transfer.

(c) The Board of Managers shall have the power to determine all matters related to this Section 9.1, including matters necessary or desirable to administer or to determine compliance with this Section 9.1 and, absent actual fraud, bad faith, manifest error, or self-dealing, the determinations of the Board of Managers with respect to such matters related to this Section 9.1 shall be final and binding on the Company and the Members and any proposed transferee.



(d) Notwithstanding anything to the contrary herein other than compliance with the terms and conditions of Section 9.1(b) and subject to the procedures of the applicable Member, a Beneficial Owner may freely Transfer its beneficial interest in Common Units to any Person to the extent that the applicable Common Units are not Transferred by the applicable Nominee serving as a Member for the benefit of the Beneficial Owner (the “**Beneficial Ownership Transfer**”). By acceptance of the Transfer of Units from any Beneficial Owner through a Beneficial Ownership Transfer, each such Transferee of Units takes such Units subject to the terms and condition of this Agreement whether or not they are a party hereto and shall be deemed bound by the terms and conditions contained herein.

## 9.2 Tag-Along Right.

(a) If a Member or group of Members (the “**Selling Tag Member**”) elects to Transfer Units or Beneficial Ownership in Units comprising at least a majority of all then outstanding Common Units (including, for the purposes of this calculation, Common Units issuable upon the Note Conversion but excluding Incentive Units) to any Person other than to an Affiliate of the Selling Tag Member (and other than a Transfer by a Transferring Member in its capacity as a Nominee to the applicable Beneficial Owner who has a beneficial interest in such Transferring Member’s Common Units (including pursuant to Section 9.1(d)) (a “**Tag Third Party Purchaser**”), in one or a series of related transactions, then such Selling Tag Member shall offer the other Members (which, for the avoidance of doubt, shall include any former Convertible Noteholder which elects to become a Member pursuant to a Note Conversion during the Tag-Along Notice Period as described below in Section 9.2(b)) (each a “**Tag-Along Rightholder**”) the right to include in such Selling Tag Member’s Transfer to the Tag Third Party Purchaser the Tag-Along Rightholder’s pro rata portion of the Units (excluding Incentive Units) proposed to be Transferred by the Selling Tag Member determined based on the relative ownership of Units held by Selling Tag Member, at the same price and on the same terms and conditions described in the Tag-Along Notice (as defined below).

(b) Prior to the consummation of any proposed Transfer described in Section 9.2(a) (a “**Proposed Transfer**”), the Selling Tag Member proposing to make the Proposed Transfer shall offer to the other Tag-Along Rightholders the right to be included in the Proposed Transfer by sending written notice (the “**Tag-Along Notice**”) to the Company, the Tag-Along Rightholders and each Convertible Noteholder (which, if it elects to pursue a Note Conversion upon receiving such Tag-Along Notice, shall become a Member and Tag-Along Rightholder for purposes of the Proposed Transfer), which notice shall (i) state the name of such Selling Tag Member, (ii) state the name and address of the proposed Tag Third Party Purchaser, (iii) state the portion of such Selling Tag Member’s Units to be sold, (iv) state the proposed purchase price and form of consideration of payment and all other material terms and conditions of such sale, (v) include a calculation of the consideration to be received by each Tag-Along Rightholder, (vi) include a representation that the Tag Third Party Purchaser has been informed of the “tag-along” rights provided in this Section 9.2 and has agreed to purchase the Units in accordance with the terms hereof and (vii) be accompanied by a written offer from the Tag Third Party Purchaser. Such right shall be exercisable by

written notice to the Selling Tag Member (with a copy to the Company) given within fifteen (15) days after delivery of the Tag-Along Notice (the “**Tag-Along Notice Period**”) specifying the number of Units with respect to which such Tag-Along Rightholder has elected to exercise its rights under this Section 9.2. If the Tag Third Party Purchaser elects to purchase less than all of the Units offered for sale as a result of the Tag-Along Rightholders’ exercise of their “tag-along” rights provided in this Section 9.2, the Selling Tag Member and each Tag-Along Rightholder exercising its rights shall have the right to include its pro rata portion of the Units to be Transferred to the Tag Third Party Purchaser on the same terms and conditions as the Selling Tag Member including, in exchange for the pro rata share of consideration to be received by the Selling Tag Member. Failure by a Tag-Along Rightholder to respond within the Tag-Along Notice Period shall be regarded as a rejection of the offer made pursuant to the Tag-Along Notice and a waiver by such Tag-Along Rightholder of its rights under this Section 9.2.

(c) Each Tag-Along Rightholder shall agree (i) to make such representations, warranties, covenants, indemnities and agreements to the Tag Third Party Purchaser as made by the Selling Tag Member in connection with the tag-along Transfer (other than any noncompetition or similar agreements or covenants that would bind the Tag-Along Rightholder or its Affiliates), and (ii) to substantially the same terms and conditions to the Transfer as the Selling Tag Member agrees (including the same consideration the Selling Tag Member receives); *provided, however*, that (A) the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such tag-along Transfer shall in no event be broader or more burdensome than those given by the Selling Tag Member, (B) all such representations, warranties, covenants, indemnities and agreements shall be made by each Tag-Along Rightholder and the Selling Tag Member severally and not jointly and severally, (C) a Tag-Along Rightholder’s liability under the definitive purchase agreement with respect to such transaction will not exceed the total purchase price received by such Tag-Along Rightholder in such transaction except for liability resulting from fraud or knowing and willful breach, and (D) any consideration, including escrow or holdbacks, applicable to such tag-along transaction shall be applied pro rata among the Members participating in the Tag-Along transaction, it being further agreed that in no event shall any Affiliate (other than any Affiliate of such Tag-Along Rightholder that is selling its Units in such transaction) of such Tag-Along Rightholder be liable under such transaction, in any respect.

### 9.3 Drag-Along Right.

(a) If a Member or Convertible Noteholder or group of Members or group of Convertible Noteholders (or any combination thereof) holding at least a majority of the then outstanding Common Units (including, for the purposes of this calculation, Common Units issuable upon the Note Conversion but excluding Incentive Units) (the “**Dragging Members**”), propose to consummate a Change of Control to any Person (other than to an Affiliate of the Company, its Subsidiaries or any of the Dragging Members, (a “**Drag Third Party Purchaser**”, and such a transaction, a “**Drag-Along Sale**”), then such Dragging Members shall have the right, in lieu of complying with the provisions of Section 9.4, to require the other Members (which, for the avoidance of



doubt, shall include any former Convertible Noteholder which elects to become a Member pursuant to a Note Conversion upon receipt of a Buyout Notice as described below) to include the *pro rata* portion of their Units in such sale and/or vote their Units and Convertible Notes and take any other actions in furtherance thereof on the same terms and conditions applicable to the selling Members (if applicable), including by consenting to raise no objection against, have no dissenters' rights, appraisal rights or similar rights with respect to the Drag-Along Sale and executing any action by written consent of the Members and Convertible Noteholders. Such right shall be exercisable by written notice (a "**Buyout Notice**") given to each Member and Convertible Noteholder (which, if it elects to pursue a Note Conversion upon receiving such Buyout Notice, shall become a Member for purposes of the Drag-Along Sale) other than the Dragging Members which shall state (i) that such Dragging Members propose to effect the sale of all of the Units of every Member of the Company to such Drag Third Party Purchaser, (ii) the name of the Drag Third Party Purchaser, and (iii) the purchase price the Drag Third Party Purchaser is paying for the Units and which attaches a copy of any definitive agreements in connection with such Drag-Along Sale. Each such Member agrees that, upon receipt of a Buyout Notice, each such Member shall be obligated to sell all of its Units for the purchase price set forth in the Buyout Notice (on the same price and with the same amount of consideration or choice of consideration given to all other Members) and upon the other terms and conditions of such transaction (and otherwise take all reasonably necessary action to cause consummation of the proposed transaction, including voting such Units in favor of such transaction); *provided, however*, that the consideration in any Drag-Along Sale shall only consist of cash, equity securities listed on a national securities exchange and freely tradable upon receipt, or a combination or election thereof. No Dragging Member nor any of its Affiliates shall receive any direct or indirect consideration in connection with a Drag-Along Sale (including by way of fees, consulting arrangements or a non-compete payment) other than consideration received in exchange for its Units on the terms described in the Buyout Notice.

(b) The closing with respect to any Drag-Along Sale pursuant to this Section 9.3 shall be held as soon as practicable and at the time and place specified in the Buyout Notice but in any event within nine (9) months of the date the Buyout Notice is delivered to the Members (the "**Drag-Along Outside Date**"). Consummation of the Transfer of Units by any Member to the Drag Third Party Purchaser in a Drag-Along Sale (i) shall be conditioned upon consummation of the Transfer by each Dragging Member, if applicable, to such Drag Third Party Purchaser of the Units proposed to be Transferred by the Dragging Members and (ii) may be effected by a Transfer of the Units or the merger, consolidation or other combination of the Company with or into the Drag Third Party Purchaser or its Affiliate, in one or a series of related transactions. If the proposed Transfer with respect to the applicable Units subject to the Buyout Notice does not meet the requirements of Section 9.3(a) prior to the Drag-Along Outside Date, such Dragging Members shall be deemed to have forfeited their rights to require the other Members to sell all of their Units to such Drag Third Party Purchaser in connection with such Drag-Along Sale.

(c) In connection with any Transfer pursuant to a Buyout Notice, each other Member shall execute the applicable transaction agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities, agreements, escrows and holdback arrangements as the Dragging Members, if applicable, in connection with the Drag-Along Sale (such representations, warranties, covenants, indemnities, agreements, escrows and holdback arrangements shall be included in the Buyout Notice); *provided, however*, that each other Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against such Member, and other matters relating to such Member, but not with respect to any of the foregoing with respect to any other Members, the Dragging Members or their Units; *provided, further, however*, that all representations, warranties, covenants and indemnities in the applicable transaction agreement shall be made by the Dragging Members and the other Members severally and not jointly and any indemnification obligation shall be *pro rata* based on the consideration received by the Dragging Members and each other Member, in each case, in an amount not to exceed the aggregate proceeds received by the Dragging Members and each other Member in the Drag-Along Sale; *provided, further*, in no event shall any other Member be required to enter into a non-compete or any other restrictive covenant. Any transaction costs, including transfer taxes and legal, accounting and investment banking fees incurred by the Company and the Dragging Members and any other Member participating in a Transfer pursuant to a Buyout Notice shall be borne by the Members on a *pro rata* basis based on the consideration received by each Member in such Transfer.

(d) Notwithstanding the foregoing, in connection with any Transfer pursuant to a Buyout Notice, each Member hereby irrevocably appoints the Chief Executive Officer of the Company, as such Member's proxy and true and lawful attorney-in-fact with power to sign its name to vote or consent in writing with respect to such Member's Units in accordance with such Member's agreements contained in this Agreement and to execute any documents or agreements which such attorney-in-fact deems reasonably necessary to effect any Transfer pursuant to this Section 9.3. The voting agreements, proxy and power of attorney contained herein are intended to secure an interest in property and the obligations of the relevant Member hereunder and may not be revoked, except by an amendment, modification or termination.

9.4 Condition to Transfers. In addition to all other terms and conditions contained in this Agreement, no Transfers permitted under this Article IX (excluding Transfers pursuant to Section 9.2) shall be completed or effective unless each of the following has been satisfied or waived by the Board of Managers on the date of such Transfer:

(a) To the extent any Common Units are directly registered in the name of a Member or such Common Units are not exempt from registration requirements under Section 5 of the Securities Act provided by Section 1145 of the Bankruptcy Code, the Member making such Transfer shall have provided to the Company, at least three (3) Business Days' prior to the proposed Transfer, a duly executed Certificate of Transfer, in substantially the form attached hereto as Exhibit A, and (ii) such other information or documents, including a legal opinion to the extent required under Section 9.4(b) below,

as may be reasonably requested by the Company in order for it to make such determination. Any transferee of Units who received such Units in a Transfer recognized by the Company shall be deemed to be a party to the Agreement and bound by the terms of this Agreement as a Member of the Company, as if, and with the same effect as if, such transferee executed a joinder agreement and transfer certificate, in substantially the form attached hereto as Exhibit B. A Member shall reimburse the Company promptly upon request for all reasonable out-of-pocket fees and expenses (including attorney's fees) incurred by the Company in connection with the Transfer of Units hereunder.

(b) In addition to any other restrictions on the Transfer of Units contained in this Agreement, notwithstanding anything in this Agreement to the contrary, no Transfer of any Units shall be made if such Transfer would violate then applicable Law, including U.S. federal or state securities Laws or rules and regulations of the Commission, any state securities commission or any other applicable securities Laws of a governmental entity (including those outside the jurisdiction of the U.S.) with jurisdiction over such Transfer or have the effect of rendering unavailable any exemption under applicable Law relied upon for a prior Transfer of such Units. In furtherance of the foregoing, no Member or Beneficial Owner of Units may offer, sell or otherwise Transfer any of its Units other than (x) the sale of Units that were originally issued in a transaction exempt from registration requirements under Section 5 of the Securities Act provided by Section 1145 of the Bankruptcy Code or (y) (a) to the Company; (b) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act; (c) within the United States in accordance with (i) Rule 144A under the Securities Act to a person who the seller reasonably believes is a Qualified Institutional Buyer (as defined therein) that is purchasing for its own account or for the account of another Qualified Institutional Buyer to whom notice is given that the offer, sale, or transfer is being made in reliance on Rule 144A, if available, or (ii) the exemption from registration under the Securities Act provided by Rule 144 thereunder, if applicable; (d) in a transaction that does not require registration under the Securities Act or any applicable United States state Laws and regulations governing the offer and sale of Units; or (e) pursuant to an effective registration statement under the Securities Act, *provided* that with respect to Transfers under clauses (x) in the case of any "control" Units held by an Affiliate and subject to the transfer restrictions under Rule 144 and (y)(b), (y)(c) or (y)(d), only if the Member or Beneficial Owner has furnished to the Company and the transfer agent an opinion of counsel, at the expense of such Member making such Transfer, reasonably satisfactory to the Company and the transfer agent, prior to such Transfer to the extent requested by the Company following reasonable notice thereof, and in each case in accordance with any applicable state securities Laws in the United States or securities Laws of any other applicable jurisdiction. By accepting an interest in such Units, each Member and Beneficial Owner consents to the Company and/or the Nominee of such Beneficial Owner making a notation on its records and giving instructions to its transfer agent or any registrar and transfer agent not to record any Transfer of Units without first being notified by the Company that it is reasonably satisfied that such Transfer is exempt from, or not subject to, the registration requirements of the Securities Act and is a permitted Transfer in accordance with this Agreement. The Company shall promptly notify the transfer agent

upon reasonably determining that a proposed Transfer is exempt from, or not subject to, the registration requirements of the Securities Act and is a permitted Transfer in accordance with this Agreement. No Member acting as a Nominee for a Beneficial Owner shall permit such Beneficial Owner to Transfer its Equity Securities in violation of this Section 9.4(b).

9.5 Effect of Transfer. Upon the close of business on the effective date of any Transfer of Units (the “**Effective Transfer Time**”) in accordance with the provisions of this Agreement, (a) the transferee shall be admitted as a Member (if not already a Member) and for purposes of this Agreement such transferee shall be deemed a Member, and (b) the Transferred Units shall continue to be subject to all the provisions of this Agreement. Unless the transferor and transferee otherwise agree in writing, and give written notice of such agreement to the Company at least seven (7) days prior to such Effective Transfer Time, all distributions declared to be payable to the transferor at or prior to such Effective Transfer Time shall be made to the transferor. No Transfer shall relieve the transferor (or any of its Affiliates) of any of their obligations or liabilities under this Agreement arising prior to the closing of the consummation of such Transfer.

9.6 Tolling. All time periods specified in this Article IX are subject to reasonable extension for the purpose of complying with requirements of Law or regulation as determined by the Board of Managers.

9.7 Pre-Emptive Rights.

(a) If the Company or any of its Subsidiaries shall propose to issue and sell any equity securities or any other securities convertible into equity securities (other than any Excluded Issuances) of the Company or any Subsidiary (collectively, the “**New Securities**”) or enter into any contracts relating to the issuance or sale of any New Securities to any Person (the “**Subject Purchaser**”), each Pre-Emptive Rights Member as of the date of issuance of such New Securities shall have the right (a “**Pre-Emptive Right**”) to purchase such Pre-Emptive Rights Member’s Unit Percentage Interest of the New Securities at the same price and on the same other terms proposed to be issued and sold (excluding from such Person’s allocated portion an amount of Units necessary to account for any options, warrants, SARs or other equity rights of Members or Convertible Noteholders if the holders of any such options, warrants, SARs or other equity rights are entitled to preemptive rights in any transaction to which this Section 9.7 applies, such that the number of New Securities to be purchased by Members and Convertible Noteholders pursuant to this Section 9.7 shall be reduced to permit such pre-emptive rights following the issuance of the New Securities to such holders upon exercise of their Pre-Emptive Rights) (the “**Proportionate Percentage**”). The Company shall offer to sell to any such Member and Convertible Noteholder its Proportionate Percentage of such New Securities (the “**Offered Securities**”) and to sell to any such Member and Convertible Noteholder such of the Offered Securities as shall not have been subscribed for by the other Members and Convertible Noteholders as hereinafter provided, at the price and on the terms described above, which shall be specified by the Company in a written notice delivered to any such Member, which notice shall also state (x) the number of New Securities proposed to be issued and (y) the portion of the New Securities available for purchase by such Member or Convertible

Noteholder, and shall be delivered to such Members and Convertible Noteholders not later than seven (7) Business Days prior to any issuance giving rights under this Section 9.7(a) (the “**Pre-Emptive Offer Notice**”). The Pre-Emptive Offer Notice shall by its terms remain open for a period of five (5) Business Days from the date of receipt thereof (the “**Election Period**”) and shall specify the date on which the Offered Securities will be sold to accepting Members and Convertible Noteholders (which shall be at least five (5) but not more than one hundred and eighty (180) days from the date of the Pre-Emptive Offer). The failure of any Member to respond to the Pre-Emptive Offer Notice during the Election Period shall be deemed a waiver of such Member’s or Convertible Noteholder’s Pre-Emptive Rights.

(b) Notwithstanding the advance notice requirements in Section 9.7(a), if the Board of Managers determines that special circumstances warrant, the Company may provide a Pre-Emptive Offer Notice after the issuance of the New Securities (the “**Issuance**”), in which case (1) if the Issuance was to an existing Member or Convertible Noteholders, the Company shall ensure that each Pre-Emptive Rights Member that elects to exercise its Pre-Emptive Rights within the Election Period is offered the right to acquire from the Company (or the issuing Subsidiary, as applicable), promptly following the Issuance, such Pre-Emptive Rights Member’s Proportionate Percentage (calculated disregarding all Units held by the existing Member or Convertible Noteholder to which the Issuance was made) of the number of Offered Securities that was issued in the Issuance and otherwise on the terms set forth in Sections 9.7(a) and (c) or (2) if the Issuance was not to an existing Member or Convertible Noteholder, the Company shall ensure that each Pre-Emptive Rights Member that elects to exercise its Pre-Emptive Rights within the Election Period is offered the right to acquire from the Person to whom the Issuance is made (or from the Company following a corresponding redemption from such Person), promptly following the Issuance, such number of Offered Securities that such Pre-Emptive Rights Member would have been entitled to acquire had the Issuance (including any such subsequent Issuance) occurred following the expiration of the Election Period and otherwise on the terms set forth in Sections 9.7(a) and (c) and the Company shall ensure that any such Issuance is made on terms that provide for the Company to ensure compliance with this provision.

(c) Each Pre-Emptive Rights Member shall have the right, during the Election Period, to purchase any or all of its Proportionate Percentage of the Offered Securities at the purchase price and on the terms stated in the Pre-Emptive Offer. Notice by any Member or Convertible Noteholder of its acceptance, in whole or in part, of a Pre-Emptive Offer shall be in writing (a “**Notice of Acceptance**”) signed by such Pre-Emptive Rights Member and delivered to the Company prior to the end of the specified period of the Pre-Emptive Offer, setting forth the Offered Securities such Pre-Emptive Rights Member elects to purchase.

(d) At the closing of the purchase of New Securities subscribed for by the Pre-Emptive Rights Member under this Article IX, the Company shall deliver certificates (if applicable) representing the New Securities and update the Register, and such New Securities shall be issued free and clear of all liens and the Company shall so represent and warrant, and further represent and warrant that such New Securities shall



be, upon issuance thereof to the Members and Convertible Noteholders that elected to purchase New Securities and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. Each Member and Convertible Noteholder purchasing the New Securities shall deliver at the closing payment in full in immediately available funds for the New Securities purchased by it. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

(e) In the case of any Pre-Emptive Offer, if Notices of Acceptance given by the Members and Convertible Noteholders do not cover in the aggregate all of the Offered Securities, the Company may during the period of one hundred and eighty (180) days following the date of expiration of such Pre-Emptive Offer sell to any other Person or Persons all or any part of the New Securities not covered by a Notice of Acceptance, but only on terms and conditions that are no more favorable to such Person or Persons or less favorable to the Company than those set forth in the Pre-Emptive Offer. If such sale is not consummated within such one hundred and eighty (180) day period for any reason, then the restrictions provided for herein shall again become effective, and no issuance and sale of New Securities may be made thereafter by the Company without again offering the same in accordance with this Article IX. The closing of any issuance and purchase pursuant to this Section 9.7 shall be held at a time and place as the parties to the transaction may agree.

9.8 Exchange Offers with Respect to the Company. In the event that an exchange offer involving an exchange of Units for other Securities of the Company or any Affiliate or Related Person of the Company (for the avoidance of doubt, excluding any repurchase by the Company or any other Person of Units for cash) (each, an “**Exchange Offer**”) is proposed by the Company or is otherwise effected or to be effected with the consent, recommendation or approval of the Board of Managers of the Company, each holder of Units shall be permitted to participate in such Exchange Offer in accordance with the terms thereof. Notwithstanding the foregoing, the Company shall be permitted in any Exchange Offer to exclude holders of Units in any jurisdiction or of any category where (1) the solicitation of any such holder of Units to participate in such Exchange Offer, or (2) the payment or issuance of any form of consideration to such holder of Units in connection with such Exchange Offer could reasonably be interpreted, in either instance, as requiring the Company to file a registration statement, prospectus or similar document under any applicable securities Laws or listing requirements (including, but not limited to, the United States federal securities Laws and the Laws of the European Union or any of its member states), which the Company in its sole discretion determines (acting in good faith) (a) would be materially burdensome (it being understood that it would not be materially burdensome to file the consent documents used in other jurisdictions, any substantially similar documents or any summary thereof with the securities or financial services authorities in such jurisdiction); or (b) such solicitation would otherwise not be permitted under applicable Law in such jurisdiction or with respect to such category of holders of Units.

**ARTICLE X**  
**INITIAL PUBLIC OFFERING**

10.1 Initial Public Offering.

(a) In connection with an Initial Public Offering of the Company, all Members shall and shall cause their Affiliates to take all necessary or desirable actions in connection with the consummation of such transaction, to, if and as the Board of Managers may reasonably request, convert the Company to a corporate form in a Tax-free transaction (except to the extent of taxable income or gain required to be recognized by a Member in an amount that does not exceed the amount of cash or any property or rights (other than stock) received by such Member upon the consummation of such transaction and/or any concurrent transaction), with the result that each Member shall hold capital stock of the resulting corporation (the “**Successor Corporation**”).

(b) The Company and the Board of Managers will use their respective best efforts to perform any conversion or restructuring contemplated in this Section 10.1 in the most Tax efficient manner for the Members, including any Members that are treated as corporations for Federal Income Tax purposes. Upon the unanimous vote of the Board of Managers that such action is necessary to preserve the benefits of “tacking” under Rule 144 of the Securities Act, such conversion or merger may be structured to occur without any action on the part of any Member, and each Member hereby consents in advance to any action that the Board of Managers shall deem necessary to accomplish such result.

(c) In connection with an Initial Public Offering, all of the outstanding Common Units of the Company shall automatically convert into shares of common stock of the Successor Corporation (the “**Stock**”) immediately prior to the consummation of the Initial Public Offering or at such other time as the Board of Managers may determine.

(d) In the event that the Company determines to permit sales of shares of Stock held by Members in connection with an Initial Public Offering, all Members shall have the right to include in such offering a *pro rata* number of such Member’s Common Units.

10.2 Registration Rights Agreement. Any registration rights agreement entered into by the Company on or after the Effective Date shall survive the termination of this Agreement in accordance with its terms and continue to bind the Company or any successor; *provided, however*, that, in the event there is a Successor Corporation to the Company in accordance with Section 10.1, any references in such registration rights agreement to the Company, Units or Common Units shall apply to equivalent concepts for the entity type of such successor.

**ARTICLE XI**  
**DISSOLUTION OF COMPANY;**  
**LIQUIDATION AND DISTRIBUTION OF ASSETS**

11.1 Events of Dissolution. This Section 11.1 sets forth the exclusive events which will cause the winding-up and dissolution of the Company. The Company shall be dissolved upon any of the following events (each, an “*Event of Dissolution*”):

(a) The determination of the Board of Managers, subject to Section 6.11(b), to elect to dissolve the Company; or

(b) A dissolution is required under Section 37 of the LLC Law or there is entered a decree of judicial dissolution under Section 37 of the LLC Law.

11.2 Liquidation; Winding Up. Upon the occurrence of an Event of Dissolution, the Board of Managers shall wind up the affairs of the Company in accordance with and subject to the LLC Law and shall supervise the liquidation of the assets and property of the Company and, except as hereinafter provided, shall have full, complete and absolute discretion in the mode, method, manner and timing of effecting such liquidation. The Board of Managers shall have absolute discretion in determining whether to sell or otherwise dispose of Company assets or to distribute the same in kind. The Board of Managers (subject as otherwise provided by the LLC Law) shall liquidate and wind up the affairs of the Company as follows:

(a) The Board of Managers shall prepare (or cause to be prepared) a balance sheet of the Company in accordance with GAAP as of the date of dissolution.

(b) The assets, properties and business of the Company shall be liquidated by the Board of Managers in an orderly and businesslike manner so as not to involve undue sacrifice. Notwithstanding the foregoing, if it is determined by the Board of Managers not to sell all or any portion of the properties and assets of the Company, such properties and assets shall be distributed in kind in the order of priority set forth in subsection (c); *provided, however*, that the fair market value of such properties and assets (as determined by the Board of Managers in good faith, which determination shall be binding and conclusive) shall be used in determining the extent and amount of a distribution in kind of such properties and assets in lieu of actual cash proceeds of any sale or other disposition thereof.

(c) The proceeds of the sale of all or substantially all of the properties and assets of the Company and all other properties and assets of the Company not sold, as provided in subsection (b) above, and valued at the fair market value thereof as provided in such subsection (b), shall be applied and distributed in one or more installments as follows, and in the following order of priority:

(i) First, to the payment of all debts and liabilities of the Company and the expenses of liquidation not otherwise adequately provided for and the setting up of any reserves that are reasonably necessary for any contingent,



conditional or unmatured liabilities or obligations of the Company or of the Members arising out of, or in connection with, the Company; and

(ii) Second, the remaining proceeds to the Members and the Convertible Noteholders in accordance with the applicable provisions of Section 3.4.

(d) A cancellation of the Company's certificate of registration, as required by the LLC Law, shall be filed by the Board of Managers to be recorded by the Registrar of Limited Liability Companies.

11.3 Survival of Rights, Duties and Obligations. Termination, dissolution, liquidation or winding up of the Company for any reason shall not release any Person from liability which at the time of such termination, dissolution, liquidation or winding up already had accrued to any other party or which thereafter may accrue with respect to any act or omission prior to such termination, dissolution, liquidation or winding up, or of any indemnity rights of Persons as against the Company.

11.4 Claims of the Members. Members and former Members shall look solely to the Company's assets for the return of their contributions to the Company, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such contributions, the Members and former Members shall have no recourse against the Company or any other Member.

11.5 Authority to Present a Winding up Petition on Behalf of the Company. Subject to Section 6.11(b), the Board of Managers shall have the authority to present a winding up petition on behalf of the Company and/or to issue a summons or make an application for the appointment of a provisional liquidator on behalf of the Company upon the affirmative vote of a majority of the Managers then in office in accordance with the provisions of this Agreement.

## **ARTICLE XII** **MISCELLANEOUS**

12.1 Expenses. Unless otherwise provided herein, the Company shall bear all of the expenses incurred by the Company in connection with the preparation, execution and performance of this Agreement and, the transactions contemplated hereby, including all fees and expenses of agents, counsel and accountants.

12.2 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by Law or as, in the opinion of the Board of Managers, may be necessary or advisable to carry out the intent and purposes of this Agreement.

12.3 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be deemed given and received (a) when transmitted by facsimile or electronic mail or personally delivered on a Business Day during normal business hours, (b) on the Business Day following the date of dispatch by overnight courier, (c) on the

third Business Day following the date of mailing by registered or certified mail, return receipt requested, or (d) when made available on an online data site, (i) in the case of clauses (a)-(c), addressed to the Company or the Board of Managers at the address of the principal office of the Company set forth in Section 2.5, or to a Member or at such Members' address as set forth on the Register, or to a Convertible Noteholder at the address as determined in accordance with the terms of the Indenture, in any such case to such other address as the Company or any party hereto shall have last designated to the Company and the Members by notice given in accordance with this Section 12.3 and (ii) in the case of clause (d) in a folder on the Company's data site available to the Members receiving such notice.

12.4 Amendments; Termination. Except as otherwise expressly provided herein, this Agreement may not be modified, amended or restated, and provisions hereof may not be waived (whether by merger, recapitalization or any other similar transaction) without the approval of each of (a) the Members holding at least a majority of the Vote and (b) Managers comprising at least a majority of the Managers; *provided, however*, that any amendment, termination, modification, or waiver that would adversely affect, in any respect, the rights or obligations of a Member without similarly and proportionally affecting the rights or obligations of all other Members (for the avoidance of doubt, without giving effect to any Member's specific holdings of Units, specific tax or economic position or any other matters personal to a Member), shall not be effective as to such Member without such Member's prior written consent; *provided, further, however*, that any amendment, termination, modification, or waiver that would adversely affect, in any respect, the rights or obligations of the Convertible Noteholders (including any of the Designated Convertible Noteholder Provisions) hereunder shall not be effective as to the Convertible Noteholders except upon the affirmative vote of the holders of at least a majority in aggregate principal amount of the then outstanding Convertible Notes voting separately as a single class; *provided, further*, that any amendment, modification or waiver of Sections 7.3, 9.2, 9.3, 9.7 or 9.8 shall require the approval of Managers comprising at least a majority of the Managers and the Members holding at least two-thirds (2/3) of the Vote; and *provided, further, however*, that (i) subject to compliance with Sections 7.3 and 9.7, the Company shall be permitted to amend and modify this Agreement pursuant to a Permitted Amendment approved by the Board of Managers as contemplated by Section 4.2 without the consent of the Members; (ii) no consent of any Member who only holds unvested Incentive Units shall be required to modify, amend, or restate this Agreement; (iii) the Company shall automatically amend the Register hereto without the consent of the Members; (iv) upon any modification, amendment or restatement of this Agreement, the Company shall distribute to each of the Members a copy of such modification, amendment or restatement of this Agreement; (v) the Company shall be permitted to amend and modify Exhibit A and/or Exhibit B hereto in its reasonable discretion at any time and from time to time, with the approval of the Board of Managers and (vi) the financial reporting obligations in Sections 8.1(b), 8.1(c) and 8.1(d) may not be amended to provide for less financial reporting to Members. Any approval, consent or waiver of or with respect to any provision of this Agreement requested by any party hereto must be in writing by the party granting such approval, consent or waiver; *provided, however*, that any such writing may be by means of an electronic writing or electronic mail. This Agreement shall terminate automatically upon the consummation of an Initial Public Offering.

12.5 Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or contrary to the LLC Law or existing or future applicable Law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it valid, enforceable and legal within the requirements of any applicable Law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid, unenforceable or illegal provisions.

12.6 Headings and Captions. All headings and captions contained in this Agreement and the table of contents hereto are inserted for convenience only and shall not be deemed a part of this Agreement. The Annexes are considered a part of this Agreement.

12.7 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Facsimile counterpart signatures to this Agreement shall be binding and enforceable.

12.8 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE CAYMAN ISLANDS.

12.9 Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, brought by a Member, Beneficial Owner, a Convertible Noteholder or a holder of Units in its capacity as such, shall be brought in the courts of the Cayman Islands. Each Beneficial Owner, a Convertible Noteholder or other holder of Units hereby irrevocably consents to the non-exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or other document by registered mail to the address designated in Section 12.3 shall be effective service of process for any suit, action or other proceeding brought in any such court.

12.10 Entire Agreement; Non-Waiver. This Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof and contains the entire agreement between the parties with respect to such subject matter. No delay on the part of any party in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver, express or implied, by any party of any right hereunder or of any failure to perform or breach hereof by any other party constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by the same or any other Member, whether of a similar or dissimilar nature.

12.11 No Third Party Beneficiaries.

(a) Unless expressly provided to the contrary in this Agreement, a Person who is not a party to this Agreement (other than an Indemnitee or other Person referred to in the Designated Convertible Noteholder Provisions) shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce any term of this Agreement.

(b) Notwithstanding any term of this Agreement, the consent of or notice to any Person who is not a party to this Agreement (other than any Convertible Noteholder) shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under this Agreement at any time.

12.12 No Right to Partition. The Members, on behalf of themselves and their successors and assigns, if any, hereby specifically renounce, waive and forfeit all rights, whether arising under contract or statute or by operation of Law, except as otherwise expressly provided in this Agreement, to seek, bring or maintain any action in any court of law or equity for partition of the Company or any asset of the Company, or any Unit which is considered to be Company property, regardless of the manner in which title to such property may be held.

12.13 Investment Representation and Indemnity. Each Member, by becoming a party to this Agreement, (a) represents to each other Member and to the Company that such Member is acquiring a Unit in the Company for the purpose of investment for such Members' own account, with the intent of holding such Units for investment and without the intent of participating directly or indirectly in any sale or distribution thereof in a manner that would violate the Securities Act, (b) acknowledges that such Member must bear the economic risk of loss of such Members' capital contributions to the Company because this Agreement contains restrictions on Transfer and because the Units in the Company may not have not been registered under applicable United States federal and state securities Laws (it being understood that the Company shall be under no obligation so to register such Units in the Company) and may not be able to be Transferred unless registered under such securities Laws or an exemption therefrom is available, and (c) agrees to indemnify each other Member and the Company from any loss, damage, liability, claims and expenses (including reasonable attorneys' fees and expenses) incurred, suffered or sustained by any of them as a result of the inaccuracy of any representation contained in this Section 12.13; *provided* that any Member (or prospective Member) acquiring or otherwise receiving Units that were initially issued under the exemption provided by Section 1145 of the Bankruptcy Code or a resale pursuant to Rule 144A or Rule 144, each promulgated under the Securities Act, or a transaction under Section 3(a)(9) of the Securities Act, need not make the representation in the foregoing clause (a) of this Section 12.13.

12.14 Confidentiality.

(a) Except as and to the extent as may be required by applicable Law, regulatory authorities or examinations (including FINRA), without the prior written consent of the Board of Managers, the Members shall not make, and shall direct their officers, directors, agents, employees and other representatives not to make, directly or indirectly, any public comment, statement, or communication with respect to, or

otherwise disclose or permit the disclosure of Confidential Information or any of the terms, conditions, or other aspects of this Agreement; *provided, however*, that the Members and their respective equity owners may disclose Confidential Information (i) to the extent required under any agreement between the Members or their respective equity owners and their respective investors, limited partners or other similar Persons of the Members and their respective equity owners, as applicable who are subject to obligations of confidentiality and in confidential materials delivered to prospective investors, limited partners or other similar Persons of the Members and their respective equity owners, as applicable who are subject to obligations of confidentiality; *provided, however*, that the Members will use commercially reasonable best efforts to, or cause their respective equity owners, to, enforce their respective rights in connection with a breach of such confidentiality obligations by any Person receiving Confidential Information pursuant to this clause (i), and (ii) to a *bona fide* potential purchaser of Units held by such Member if such *bona fide* potential purchaser executes a confidentiality agreement with such Member containing terms at least as protective as the terms set forth in this Section 12.14 and which, among other things, provides for third-party beneficiary rights in favor of the Company to enforce the terms thereof. As used herein, “**Confidential Information**” means all information, knowledge, systems or data relating to the business, operations, finances, policies, strategies, intentions or inventions of the Company (including any of the terms of this Agreement and any information provided pursuant to Article VIII) from whatever source obtained, except for any such information, knowledge, systems or data which at the time of disclosure was in the public domain. Each Member agrees that money damages would not be a sufficient remedy for any breach of this Section 12.14 by a Member, and that in addition to all other remedies, the Company shall be entitled to injunctive or other equitable relief as a remedy for any such breach. Each Member agrees not to oppose the granting of such relief and agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

(b) If any Member is required by applicable Law to disclose any Confidential Information, it must, to the extent permitted by applicable Law, first provide notice reasonably in advance to the Company with respect to the content of the proposed disclosure, the reasons that such disclosure is required by Law and the time and place that the disclosure will be made. Such Member shall cooperate, at the Company’s sole cost and expense, with the Company to obtain confidentiality agreements or arrangements with respect to any legally mandated disclosure and in any event shall disclose only such information as is required by applicable Law when required to do so.

(c) Each Member shall indemnify the Company for any Damages incurred, suffered or sustained by any of them as a result of any breach by such Member of this Section 12.14.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a deed to be effective as of the Effective Date.

**COMPANY:**

~~[HELICOPTER COMPANY]~~ [CHC GROUP LLC]

\_\_\_\_\_  
Name:

Title:

**Witnessed by:**

\_\_\_\_\_  
Name:

Title:

**INITIAL MEMBER:**

**HELICOPTER MEMBER LTD.**

---

Name:

Title:

**Witnessed by:**

---

Name:

Title:



**EXHIBIT A**

**FORM OF TRANSFEROR NOTICE OF TRANSFER**

In connection with the Transfer of Units (the “*Units*”) of ~~Helicopter Company~~ ICHC Group LLC, a Cayman Islands limited liability company (the “*Company*”), the undersigned registered owner of the Units hereby certifies that with respect to the number of Units set forth on Schedule A hereto for which the Transfer is being requested (the “*Transferred Units*”), such Transfer complies with the Amended and Restated Limited Liability Company Agreement of the Company, dated [●], 2017, effective as of the Effective Date, as it may be amended, restated, supplemented or otherwise modified from time to time (the “*Agreement*”)<sup>1</sup> and (ii) such Transfer is being made (select the appropriate clause):

(A) to the Company or any Subsidiary thereof,

(B) to an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act for investment purposes and not with a view to or for offer or sale in connection with any distribution in violation of the Securities Act, in a transaction exempt from the requirements of the Securities Act,

(C) pursuant to the exemption from registration provided by [\_\_\_\_\_] under the Securities Act (if available), or

(D) pursuant to an effective registration statement under the Securities Act and, in each case, in accordance with applicable state securities Laws.

The undersigned understands that the Company will rely upon the completeness and accuracy of the undersigned’s certification in this transfer certificate in order to establish that the contemplated Transfer is exempt from the Securities Act and hereby affirms that all such responses are accurate and complete.

The undersigned further understands that the Company, in its sole discretion, may request additional supporting documentation from such undersigned, and the undersigned hereby agrees to promptly provide any such additional supporting documentation.

[TRANSFEROR]

By: \_\_\_\_\_  
Signature of Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

Address: \_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule A**  
**Transferred Units**

<b>Transferor (Name / Contact Information)</b>	<b>Transferee (Name / Contact Information)</b>	<b>Number of Units</b>

**EXHIBIT B**

**FORM OF JOINDER AND TRANSFEREE CERTIFICATE OF TRANSFER**

The undersigned is executing and delivering this Joinder, dated \_\_\_\_\_, 20\_\_, to that certain Amended and Restated Limited Liability Company Agreement, effective as of the Effective Date (the “**LLC Agreement**”), of ~~{Helicopter Company}~~ **CHC Group** LLC, a Cayman Islands limited liability company (the “**Company**”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the LLC Agreement.

By executing and delivering this Joinder to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with all of the provisions, obligations and responsibilities of the LLC Agreement in the same manner as if the undersigned were an original signatory to the LLC Agreement, and to the extent applicable, shall be deemed to make the representations contained in Section 12.13 contained therein. The undersigned also agrees that the undersigned shall be a Member of the Company, as such term is defined in the LLC Agreement.

Additionally, the undersigned agrees and acknowledges that the address provided on the signature page hereto shall be included as part of the Register.

Executed as a deed:

[TRANSFEREE]

By: \_\_\_\_\_  
Signature of Authorized Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by:

\_\_\_\_\_  
Name:

**Exhibit B**

**Amended and Restated ABL Credit Agreement**

\$52,000,000

AMENDED AND RESTATED CREDIT AGREEMENT

among

6922767 HOLDING SARL,  
as Parent Guarantor,

CHC CAYMAN ABL HOLDINGS LTD.,  
as Holdings,

CHC CAYMAN ABL BORROWER LTD.  
and

THE SUBSIDIARY BORROWERS PARTY HERETO,  
as Borrowers,

THE LENDERS  
FROM TIME TO TIME PARTY HERETO,

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Administrative Agent,

and

BNP PARIBAS S.A.,  
as Collateral Agent

---

dated as of [\_\_\_\_], 2017

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## Table of Contents

	<u>Page</u>
SECTION 1. Definitions.....	1
Subsection 1.1    Defined Terms.....	1
Subsection 1.2    Other Definitional and Interpretive Provisions .....	49
SECTION 2. Amount and Terms of Loans .....	51
Subsection 2.1    Loans .....	51
Subsection 2.2    [Reserved] .....	52
Subsection 2.3    [Reserved] .....	52
Subsection 2.4    [Reserved] .....	52
Subsection 2.5    Repayment of Loans.....	52
Subsection 2.6    Incremental Facilities .....	53
Subsection 2.7    Refinancing Amendments .....	54
Subsection 2.8    Extension of Commitments .....	55
SECTION 3. [Reserved] .....	57
SECTION 4. General Provisions Applicable to Loans.....	57
Subsection 4.1    Interest Rates and Payment Dates .....	57
Subsection 4.2    [Reserved] .....	58
Subsection 4.3    [Reserved] .....	58
Subsection 4.4    Optional and Mandatory Prepayments .....	58
Subsection 4.5    [Reserved] .....	59
Subsection 4.6    Computation of Interest and Fees.....	59
Subsection 4.7    [Reserved] .....	59
Subsection 4.8    Pro Rata Treatment and Payments .....	59
Subsection 4.9    [Reserved] .....	60
Subsection 4.10    Requirements of Law .....	60
Subsection 4.11    Taxes .....	61
Subsection 4.12    [Reserved] .....	61
Subsection 4.13    Certain Rules Relating to the Payment of Additional Amounts .....	62
Subsection 4.14    [Reserved] .....	63
Subsection 4.15    Defaulting Lenders .....	63
SECTION 5. Representations and Warranties.....	64
Subsection 5.1    Status .....	64
Subsection 5.2    Non-Conflict.....	64
Subsection 5.3    Legal Validity.....	64
Subsection 5.4    Consents .....	65
Subsection 5.5    Legal Validity.....	65
Subsection 5.6    Liens .....	65



Table of Contents  
(continued)

	<u>Page</u>
SECTION 6. Conditions Precedent .....	65
Subsection 6.1    Conditions to Effectiveness.....	65
SECTION 7. Affirmative Covenants .....	67
Subsection 7.1    Financial Statements.....	67
Subsection 7.2    Certificates; Other Information .....	68
Subsection 7.3    Payment of Taxes .....	69
Subsection 7.4    Conduct of Business and Maintenance of Existence; Compliance with Contractual Obligations and Requirements of Law.....	69
Subsection 7.5    Maintenance of Property; Insurance.....	69
Subsection 7.6    Inspection of Property; Books and Records; Discussions .....	70
Subsection 7.7    Notices .....	71
Subsection 7.8    Environmental Laws.....	72
Subsection 7.9    [Reserved] .....	73
Subsection 7.10   [Reserved] .....	73
Subsection 7.11   Accounting Changes.....	73
SECTION 8. Negative Covenants .....	73
Subsection 8.1    [Reserved] .....	73
Subsection 8.2    Fundamental Changes .....	73
Subsection 8.3    Limitation on Restricted Payments .....	74
Subsection 8.4    Limitations on Certain Acquisitions.....	78
Subsection 8.5    Limitation on Dispositions of Collateral .....	78
Subsection 8.6    [Reserved] .....	79
Subsection 8.7    [Reserved] .....	79
Subsection 8.8    Limitation on Negative Pledge Clauses .....	79
Subsection 8.9    [Reserved] .....	82
Subsection 8.10   [Reserved] .....	82
Subsection 8.11   Limitations on Transactions with Affiliates .....	82
Subsection 8.12   [Reserved] .....	86
Subsection 8.13   Limitations on Indebtedness.....	86
Subsection 8.14   Limitations on Liens.....	92
SECTION 9. Events of Default .....	95
Subsection 9.1    Events of Default.....	95
Subsection 9.2    Remedies Upon an Event of Default .....	99
SECTION 10. The Agents .....	99
Subsection 10.1   Appointment.....	99
Subsection 10.2   The Agents and Affiliates.....	100
Subsection 10.3   Action by an Agent.....	100

Table of Contents  
(continued)

		<u>Page</u>
Subsection 10.4	Exculpatory Provisions.....	100
Subsection 10.5	Acknowledgement and Representations by Lenders.....	101
Subsection 10.6	Indemnity; Reimbursement by Lenders .....	102
Subsection 10.7	Right to Request and Act on Instructions.....	103
Subsection 10.8	Collateral Matters .....	103
Subsection 10.9	Successor Agent .....	106
Subsection 10.10	[Reserved] .....	106
Subsection 10.11	Withholding Tax.....	106
Subsection 10.12	[Reserved] .....	107
Subsection 10.13	Appointment of Borrower Representatives .....	107
Subsection 10.14	Administrative Agent May File Proofs of Claim .....	107
Subsection 10.15	Application of Proceeds .....	108
Subsection 10.16	FATCA Information.....	109
SECTION 11. Miscellaneous.....		109
Subsection 11.1	Amendments and Waivers.....	109
Subsection 11.2	Notices.....	113
Subsection 11.3	No Waiver; Cumulative Remedies.....	115
Subsection 11.4	Survival of Representations and Warranties .....	115
Subsection 11.5	Payment of Expenses and Taxes .....	115
Subsection 11.6	Successors and Assigns; Participations and Assignments .....	117
Subsection 11.7	Adjustments; Set-off; Calculations; Computations .....	126
Subsection 11.8	Judgment .....	126
Subsection 11.9	Counterparts .....	127
Subsection 11.10	Severability.....	127
Subsection 11.11	Integration .....	127
Subsection 11.12	Governing Law .....	128
Subsection 11.13	Submission to Jurisdiction; Waivers .....	128
Subsection 11.14	Acknowledgements .....	129
Subsection 11.15	Waiver of Jury Trial .....	129
Subsection 11.16	Confidentiality.....	129
Subsection 11.17	Incremental Indebtedness; Additional Indebtedness .....	130
Subsection 11.18	USA PATRIOT Act Notice.....	131
Subsection 11.19	Electronic Execution of Assignments and Certain Other Documents .....	131
Subsection 11.20	Reinstatement .....	131
Subsection 11.21	Joint and Several Liability; Postponement of Subrogation .....	131
Subsection 11.22	Designated Cash Management Agreements and Designated Hedging Agreements .....	132
Subsection 11.23	Service of Process .....	133
Subsection 11.24	Effect of Amendment and Restatement.....	133
Subsection 11.25	Releases .....	134
Subsection 11.26	Contractual Recognition of Bail-In .....	134

Table of Contents  
(continued)

SCHEDULES

- 1.1(a) -- Abandoned Aircraft
- 1.1(b) -- Chapter 11 Debtors
- 2.5(a) -- Amortization Schedule
- 4.4(d) -- Monthly Payment Recalculation Parameters
- 7.2 -- Website Address for Electronic Financial Reporting

EXHIBITS

- A -- Form of Note
- B -- [Reserved]
- C -- [Reserved]
- D -- [Reserved]
- E -- [Reserved]
- F -- [Reserved]
- G -- [Reserved]
- H -- Form of Compliance Certificate
- I -- Form of Assignment and Acceptance
- J -- Form of Lender Joinder Agreement
- K -- Form of Affiliated Lender Assignment and Assumption
- L -- Form of Subsidiary Borrower Joinder
- M -- Form of Subsidiary Borrower Termination

AMENDED AND RESTATED CREDIT AGREEMENT, dated as of [\_\_\_\_], 2017, among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Grand Duchy of Luxembourg (“Luxembourg”), registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778 (as further defined in Subsection 1.1, the “Parent Guarantor”), CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (as further defined in Subsection 1.1, “Holdings”), CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly owned subsidiary of Holdings (as further defined in Subsection 1.1, the “Parent Borrower”), and the Subsidiary Borrowers from time to time party hereto (together with the Parent Borrower, collectively, the “Borrowers” and each individually, a “Borrower”), the several banks and other financial institutions from time to time party hereto (as further defined in Subsection 1.1, the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity and as further defined in Subsection 1.1, the “Administrative Agent”) for the Lenders hereunder, and BNP PARIBAS S.A., as collateral agent (in such capacity and as further defined in Subsection 1.1, the “Collateral Agent”) for the Secured Parties (as defined below).

W I T N E S S E T H:

WHEREAS, on May 5, 2016 (the “Petition Date”), Borrowers and the other Chapter 11 Debtors filed voluntary petitions for reorganization under the Bankruptcy Code (the “Chapter 11 Cases”) with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”);

WHEREAS, pursuant to Credit Agreement dated as of June 12, 2015, among the Borrowers, the Parent Guarantor, the Lenders, the Administrative Agent and the Collateral Agent (the “Prior Credit Agreement”), the Lenders provided financing to the Borrowers up to an aggregate principal amount of \$145,000,000; and

WHEREAS, pursuant to that certain settlement term sheet dated October 26, 2016 (the “Settlement Agreement”), the parties hereto agreed to restructure the Prior Credit Agreement and amend and restate the terms thereof.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

SECTION 1. Definitions

Subsection 1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Abandoned Aircraft”: the collective reference to Helicopter Equipment (including Manuals and Technical Records) in respect of the aircraft set forth on Schedule 1.1(a).

“Accelerated”: as defined in Subsection 9.1(e).

“Acceleration”: as defined in Subsection 9.1(e).

“Account Debtor”: each Person who is obligated on an Account, Chattel Paper or General Intangible.

“Accounts”: “accounts” as defined in the UCC and, with respect to any Person, all such Accounts of such Person, whether now existing or existing in the future, including (a) all accounts receivable of such Person (whether or not specifically listed on schedules furnished to the Administrative Agent), including all accounts created by or arising from all of such Person’s sales of goods or rendition of services made under any of its trade names, or through any of its divisions, (b) all unpaid rights of such Person (including rescission, replevin, reclamation and stopping in transit) relating to the foregoing or arising therefrom, (c) all rights to any goods represented by any of the foregoing, including returned or repossessed goods, (d) all reserves and credit balances held by such Person with respect to any such accounts receivable of any Account Debtors, (e) all letters of credit, guarantees or collateral for any of the foregoing and (f) all insurance policies or rights relating to any of the foregoing.

“Acquisition Consideration”: the purchase consideration for any acquisition and all other payments by the Parent Guarantor or any of its Restricted Subsidiaries in exchange for, or as part of, or in connection with, any acquisition, consisting of cash or by exchange of property (other than Capital Stock of any Parent Entity) or the assumption of Indebtedness payable at or prior to the consummation of such acquisition or deferred for payment at any future time (provided that any such future payment is not subject to the occurrence of any contingency). For purposes of the foregoing, any Acquisition Consideration consisting of property shall be valued at the fair market value thereof (as determined in good faith by the Borrower Representative).

“Additional Agent”: as defined in the Guarantee and Collateral Agreement.

“Additional Assets”: (a) any property or assets that replace the property or assets that are the subject of an Asset Sale; (b) any property or assets (other than Indebtedness and Capital Stock) used or to be used by the Parent Borrower or a Restricted Subsidiary or otherwise useful in its business, and any capital expenditures (including in respect of any property or assets already so used); (c) the Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Parent Borrower or another Restricted Subsidiary; or (d) Capital Stock of any Person that at such time is a Restricted Subsidiary acquired from a third party.

“Additional Lender”: as defined in Subsection 2.6(a).

“Administrative Agent”: as defined in the Preamble hereto and shall include any successor to the Administrative Agent appointed pursuant to Subsection 10.9.

“Affiliate”: as to any specified Person, any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly,

whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Affiliate Guarantors”: the collective reference to the Parent Guarantor, Holdco and the Company; individually, an “Affiliate Guarantor”.

“Affiliated Debt Fund”: any Affiliated Lender that is primarily engaged in, or advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, notes, bonds and similar extensions of credit or securities in the ordinary course, so long as (i) any such Affiliated Lender is managed as to day-to-day matters (but excluding, for the avoidance of doubt, as to strategic direction and similar matters) independently from any Plan Sponsor and any Affiliate of any Plan Sponsor that is not primarily engaged in the investing activities described above, (ii) any such Affiliated Lender has in place customary information screens between it and any Plan Sponsor and any Affiliate of any Plan Sponsor that is not primarily engaged in the investing activities described above, and (iii) neither Holdings nor any of its Subsidiaries directs or causes the direction of the investment policies of such entity.

“Affiliated Lender”: any Lender that is a Permitted Affiliated Assignee.

“Affiliated Lender Assignment and Assumption”: as defined in Subsection 11.6(h)(i)(1).

“Affiliated Lender Cap”: as defined in Subsection 11.6(h)(i)(2).

“Agents”: the collective reference to the Administrative Agent and the Collateral Agent and “Agent” shall mean any of them.

“Aggregate Lender Exposure”: the principal amount of all Loans then outstanding (including, in the case of Loans then outstanding in any Designated Foreign Currency, the Dollar Equivalent of the aggregate principal amount thereof).

“Aggregate Outstanding Credit”: as to any Lender at any time, the aggregate principal amount of all Loans made by such Lender then outstanding (including, in the case of Loans then outstanding in any Designated Foreign Currency, the Dollar Equivalent of the aggregate principal amount thereof).

“Agreed Security Principles”: as defined in the Guarantee and Collateral Agreement.

“Agreement”: this Credit Agreement, as amended, supplemented, waived or otherwise modified from time to time.

“Airframe”: a helicopter (excluding the engines from time to time associated with such airframe and/or installed thereon) and all Parts installed on such helicopter (excluding such engines) (A) owned by a Qualified Loan Party at the date of this Agreement or (if later) the date on which a Qualified Loan Party acquired title to such helicopter or (B) removed from such helicopter (excluding such engines) so long as title thereto shall remain vested in the relevant

Qualified Loan Party, together with all replacements, renewals and additions made to the foregoing Parts.

“Amendment”: as defined in Subsection 8.8(d).

“Asset Sale”: any sale, issuance, conveyance, transfer, lease, Part-Out or other disposition (a “Disposition”), by the Parent Guarantor or any Restricted Subsidiary in one or a series of related transactions, of any real or personal, tangible or intangible, property (including Capital Stock) of the Parent Guarantor or any of its Restricted Subsidiaries, other than (but, in each case of clauses (a) through (q), other than and excluding any Helicopter Equipment):

(a) any Disposition of obsolete, worn-out or surplus property (including Inventory that is no longer useful (as determined in good faith by the Borrower Representative) in the business of the Parent Guarantor and its Subsidiaries taken as a whole), whether now owned or hereafter acquired;

(b) any Disposition of any property (including Inventory) in the ordinary course of business;

(c) any sale or discount of accounts receivable or notes receivable arising in the ordinary course of business, or the conversion or exchange of accounts receivable into or for notes receivable in connection with the compromise or collection thereof;

(d) pursuant to any Sale and Leaseback Transaction;

(e) (x) Dispositions of any assets or property by any Restricted Subsidiary of the Parent Guarantor other than the Qualified Loan Parties to the Parent Guarantor or any of its Restricted Subsidiaries and (y) Dispositions by the Parent Borrower or any of its Restricted Subsidiaries to any Qualified Loan Party or any Wholly Owned Subsidiary of the Parent Borrower;

(f) (i) any Disposition of patents, trademarks or other intellectual property that are, in the reasonable judgment of the Borrower Representative, no longer economically practicable to maintain or useful in the conduct of the business of the Parent Guarantor and its Subsidiaries taken as a whole, and (ii) any license, sublicense or other grant of rights in or to any trademark, copyright, patent or other intellectual property;

(g) any Disposition of any property (other than Helicopter Equipment) for aggregate consideration not to exceed \$25,000,000;

(h) any sale of assets received by the Parent Guarantor or any of its Restricted Subsidiaries upon the foreclosure on a Lien by the Parent Guarantor or any of its Restricted Subsidiaries;

(i) [reserved];

(j) the sale or lease of inventory, products or services or the lease, assignment or sub-lease of any real or personal property;



(k) any Disposition of cash, Cash Equivalents, Temporary Cash Investments, Investment Grade Securities or Marketable Securities;

(l) a sale of accounts receivable and related assets of the type specified in the definition of “Receivables Financing” to a Receivables Subsidiary in a Qualified Receivables Financing;

(m) a transfer of accounts receivable and related assets of the type specified in the definition of “Receivables Financing” (or a fractional undivided interest therein) by a Receivables Subsidiary in a Qualified Receivables Financing;

(n) any sale of Capital Stock in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(o) the granting of Permitted Liens;

(p) the surrender or waiver of contract rights or leases, or the settlement, release or surrender of contract, tort or other claims; and

(q) any exchange of assets (other than Helicopter Equipment) related to a Permitted Business of comparable market value, as determined in good faith by the Borrower Representative.

“Assignee”: as defined in Subsection 11.6(b)(i).

“Assignment and Acceptance”: an Assignment and Acceptance, substantially in the form of Exhibit I hereto.

“Available Excluded Contribution Amount Basket”: as of any date, the excess, if any, of (a) the Net Proceeds from Excluded Contributions received by the Parent Guarantor as of such date over (b) the Net Proceeds from Excluded Contributions as of such date designated or applied prior to such date, or on such date in a separate designation or application, to a Restricted Payment made pursuant to Subsection 8.3(f) or 8.3(g).

“Available Incremental Amount”: at any time, the excess, if any, of (a) \$405,000,000 over (b) the sum of (x) the Loans (other than Incremental Loans) plus (y) the sum of the aggregate principal amount of all Incremental Loans made in each case prior to such date pursuant to Subsection 2.6; provided that the sum of clause (x) plus clause (y) may not at any time exceed \$405,000,000.

“Aviation Authority”: each aviation authority or other Governmental Authority which shall from time to time have control and/or supervision of the registration, airworthiness and operation of helicopters or other matters relating to civil aviation in the country, place or jurisdiction where a Helicopter owned by a Qualified Loan Party is registered from time to time.

“Bail-In Action”: the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation”: with respect to any EEA Member Country implementing Article 55 of the Bank Recovery and Resolution Directive, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Bank Products Affiliate”: as defined in the Guarantee and Collateral Agreement.

“Bank Products Agreement”: any agreement pursuant to which a bank or other financial institution agrees to provide (a) treasury services, (b) credit card, merchant card, purchasing card or stored value card services (including the processing of payments and other administrative services with respect thereto), (c) cash management services (including controlled disbursements, automated clearinghouse transactions, return items, netting, overdrafts, depository, lockbox, stop payment, electronic funds transfer, information reporting, wire transfer and interstate depository network services) and (d) other banking products or services as may be requested by the Parent Borrower or any Restricted Subsidiary (other than letters of credit and other than loans and advances except indebtedness arising from services described in clauses (a) through (c) of this definition), including, for the avoidance of doubt, bank guarantees.

“Bank Recovery and Resolution Directive”: Directive 2014/59/EU of the European Parliament and of the Council of the European Union.

“Bankruptcy Code”: Title 11 of the United States Code entitled “Bankruptcy”, as amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder, or any other federal or state bankruptcy or insolvency law.

“Bankruptcy Court”: as defined in the recitals.

“Bankruptcy Proceeding”: as defined in Subsection 11.6(h)(iv).

“Benefited Lender”: as defined in Subsection 11.7(a).

“Board”: the Board of Governors of the Federal Reserve System.

“Board of Directors”: for any Person, the board of directors or other governing body of such Person or, if such Person does not have such a board of directors or other governing body and is owned or managed by a single entity, the board of directors or other governing body of such entity, or, in either case, any committee thereof duly authorized to act on behalf of such board of directors or other governing body. Unless otherwise provided, “Board of Directors” means the Board of Directors of the Borrower Representative.

“Borrower Representative”: the Parent Borrower or such other Borrower as may be designated as the “Borrower Representative” by the Borrowers from time to time, in each case in its capacity as Borrower Representative pursuant to the provisions of Subsection 10.13.

“Borrowers”: as defined in the Preamble hereto.

“Borrowing”: the borrowing of the Loans from all the Lenders.

“Business Day”: a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

“Canadian Case”: the ancillary proceeding pending as of the Closing Date in the Supreme Court of British Columbia with respect to CHC Global Operations Canada (2008) ULC, CHC Global Operations International ULC, CHC Global Operations (2008) ULC, Heli-One Leasing ULS, and Heli-One Canada ULC.

“Canadian JV”: any joint venture formed with a Canadian investor for the purpose of holding all the Capital Stock of CHC Global Operations Canada (2008) Inc.

“Cape Town Convention”: collectively, the official English language text of (a) the Convention on International Interests in Mobile Equipment, and (b) the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, in each case adopted on November 16, 2001, at a diplomatic conference in Cape Town, South Africa, and from and after the effective date of the Cape Town Convention in the relevant country, means when referring to the Cape Town Convention with respect to that country, the Cape Town Convention as in effect in such country, unless otherwise indicated, and (c) all rules and regulations adopted pursuant thereto and, in the case of each of the foregoing described in clauses (a) through (c), all amendments, supplements, and revisions thereto.

“Capital Lease Obligations”: at the time any determination is to be made, the amount of the liability in respect of a lease that would at that time be required to be capitalized on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP; provided that any obligations of the Parent Guarantor or its Restricted Subsidiaries, or of a special purpose or other entity not consolidated with the Parent Guarantor and its Restricted Subsidiaries, either existing on the Closing Date or created prior to any re-characterization described below (or any refinancings thereof) (i) that were not included on the consolidated balance sheet of the Parent Guarantor as capital lease obligations and (ii) that are subsequently recharacterized as capital lease obligations or, in the case of such a special purpose or other entity becoming consolidated with the Parent Guarantor and its Restricted Subsidiaries, due to a change in accounting treatment or otherwise, shall for all purposes not be treated as Capital Lease Obligations or Indebtedness.

“Capital Stock”: as to any Person, any and all shares or units of, rights to purchase, warrants or options for, or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

“Cash Equivalents”: any of the following: (1) money and (2) (a) securities issued or fully guaranteed or insured by the United States of America, a member state of the European Union, Canada, Luxembourg, Norway, the United Kingdom, Ireland, South Africa, Holland or Australia or any agency or instrumentality of any thereof, (b) time deposits, certificates of deposit or bankers’ acceptances of (i) any bank or other institutional lender under this Agreement or any affiliate thereof or (ii) any commercial bank having capital and surplus in excess of \$500,000,000 (or the foreign currency equivalent thereof as of the date of such investment) and the commercial paper of the holding company of which is rated at least A-2 or the equivalent

thereof by S&P or at least P-2 or the equivalent thereof by Moody's (or, if at such time neither is issuing ratings, a comparable rating of another nationally recognized rating agency), (c) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2)(a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (2)(b) above, (d) money market instruments, commercial paper or other short-term obligations rated at least A-2 or the equivalent thereof by S&P or at least P-2 or the equivalent thereof by Moody's (or, if at such time neither is issuing ratings, a comparable rating of another nationally recognized rating agency), (e) investments in money market funds subject to the risk limiting conditions of Rule 2a-7 or any successor rule of the SEC under the Investment Company Act of 1940, as amended, and (f) investments similar to any of the foregoing denominated in foreign currencies approved by the Board of Directors.

"Cash Management Arrangements": any agreement or arrangement relating to any service provided pursuant to a Bank Products Agreement.

"Cash Management Party": any Bank Products Affiliate party to a Bank Products Agreement.

"Cash Management Reserves": reserves in an amount equal to the then reasonably anticipated monetary obligations of the Loan Parties under any Designated Cash Management Agreements owing to any Cash Management Party. Such anticipated monetary obligations shall be the amount calculated by the relevant Cash Management Party and provided to the Administrative Agent, the relevant Loan Party and the Borrower Representative together with the supporting calculations therefor (a) on or prior to the date on which the applicable Bank Products Agreement is designated as a Designated Cash Management Agreement and (b) thereafter promptly (but in any case not later than three Business Days) following (x) the last calendar day of each calendar month and (y) such other date on which a request was made by the Administrative Agent, the relevant Loan Party or the Borrower Representative, as applicable.

"Cayman Case": the ancillary proceeding pending as of the Closing Date in the Grand Court of the Cayman Islands Financial Services Division with respect to CHC Group Ltd.

"Chapter 11 Cases": as defined in the recitals.

"Chapter 11 Debtors": as set forth on Schedule 1.1(b).

"Chapter 11 Plan": any plan of reorganization of the Chapter 11 Debtors in the Chapter 11 Cases.

"Chattel Paper": chattel paper (as such term is defined in Article 9 of the UCC).

"Claims": claims (as defined in section 101(5) of the Bankruptcy Code), causes of action, suits, debts, obligations, liabilities, accounts, damages, defenses or demands (including, without limitation, under any tax indemnity, general indemnity, reimbursement, rental or any other provision in any Prior Loan Document or in any Loan Document or in any other agreement relating to any of the foregoing), of whatsoever kind and nature, character and description, whether pre-petition unsecured, priority, administrative or post-petition/administrative, whether sounding in tort, contract or under other applicable law of any

jurisdiction, whether known or unknown, whether anticipated or unanticipated, whether presently existing or existing at any time in the future, whether or not asserted, and whether founded in fact or law or in equity.

“Closing Date”: the date on which all the conditions precedent set forth in Subsection 6.1 shall be satisfied or waived.

“Code”: the Internal Revenue Code of 1986, as amended from time to time.

“Collateral”: all assets of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

“Collateral Agent”: as defined in the Preamble hereto, and shall include any successor to the Collateral Agent appointed pursuant to Subsection 10.9.

“Collateral Representative”: if any Intercreditor Agreement is then in effect, the Person acting as representative for the Collateral Agent (or for the Administrative Agent in its capacity as agent for perfection of the Collateral Agent) and the Secured Parties thereunder for the applicable purpose contemplated by this Agreement and the Guarantee and Collateral Agreement.

“Commitment Percentage”: of any Lender at any time shall be that percentage which is equal to a fraction (expressed as a percentage) the numerator of which is the Loans of such Lender at such time and the denominator of which is the aggregate Loans at such time.

“Commodities Agreement”: in respect of a Person, any commodity futures contract, forward contract, option or similar agreement or arrangement (including derivative agreements or arrangements), as to which such Person is a party or beneficiary and that is designed to protect such Person against fluctuation in commodity prices.

“Commonly Controlled Entity”: an entity, whether or not incorporated, which is under common control with the Parent Guarantor within the meaning of Section 4001 of ERISA or is part of a group which includes the Parent Guarantor and which is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Sections 414(m) and (o) of the Code.

“Company”: CHC Helicopter S.A., a public limited liability company (“*société anonyme*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B139.673, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, and any legal or functional successor in interest thereto.

“Compliance Certificate”: as defined in Subsection 7.2(b).

“Conduit Lender”: any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument delivered to the Administrative Agent (a

copy of which shall be provided by the Administrative Agent to the Borrower Representative on request); provided that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations under this Agreement, including its obligation to fund a Loan if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to any provision of this Agreement, including Subsection 4.10 or 11.5, than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender if such designating Lender had not designated such Conduit Lender hereunder, or (b) be designated if such designation would otherwise increase the costs of any Facility to any Borrower.

“Consolidated Total Assets”: as of any date of determination, the total assets, in each case reflected on the consolidated balance sheet of the Parent Guarantor as at the end of the Most Recent Four Quarter Period, determined on a consolidated basis in accordance with GAAP (and, in the case of any determination relating to any incurrence of Indebtedness or Liens or any Investment or any acquisition pursuant to Subsection 8.4, on a pro forma basis, including any property or assets being acquired in connection therewith).

“Contingent Obligations”: with respect to any Person, any obligation of such Person guaranteeing any performance, leases, dividends, taxes or other obligations that do not constitute Indebtedness (“primary obligations”) of any other Person in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent:

(i) to purchase any such primary obligation or any property constituting direct or indirect security thereof;

(ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor;

(iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such obligation against loss in respect thereof; or

(iv) to perform contractual services.

“Contracting State”: the meaning given to such term under the Cape Town Convention.

“Contractual Obligation”: as to any Person, any provision of any material security issued by such Person or of any material agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Contribution Indebtedness”: Indebtedness of the Parent Guarantor or any of its Restricted Subsidiaries in an aggregate principal amount not greater than twice the aggregate amount of cash contributions (other than Excluded Contributions) made to the equity capital of the Parent Guarantor or such Restricted Subsidiary on or after the Closing Date, provided that

(i) if the aggregate principal amount of such Contribution Indebtedness is greater than one times such cash contributions to the equity capital of the Parent Guarantor or such Restricted Subsidiary, as applicable, the amount in excess shall be Indebtedness (other than secured Indebtedness) with a Stated Maturity later than the Stated Maturity of the Senior Secured Notes, and (ii) such Contribution Indebtedness (x) is incurred within 180 days after the making of such cash contributions and (y) is designated as Contribution Indebtedness pursuant to an officers' certificate on the incurrence date thereof.

"Covered Liabilities": as defined in Subsection 11.26.

"Credit Agreement Refinancing Indebtedness": any secured Indebtedness incurred or otherwise obtained by the Borrowers under and in accordance with the terms of this Agreement in the form of revolving commitments or term loans in exchange for, or to extend, renew, replace or refinance, in whole or part, existing Loans hereunder (including any successive Credit Agreement Refinancing Indebtedness obtained pursuant to a prior Refinancing Amendment) ("Refinanced Debt"); provided that:

(a) such Refinanced Debt shall be repaid and the commitments with respect thereto terminated and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained; and

(b) such Indebtedness shall:

(i) be governed by the terms of this Agreement (as amended by any Refinancing Amendment) and the Security Documents and no other loan agreement, note purchase agreement or other similar agreement and the Lenders with respect to such Indebtedness shall execute an assumption agreement, reasonably satisfactory to the Administrative Agent and the Collateral Agent, pursuant to which such Lenders agree to be bound by the terms of this Agreement as Lenders; provided that the terms and conditions of such Indebtedness (as amended, subject to Subsection 11.1(a)(vii), by such Refinancing Amendment but excluding pricing and optional prepayment or redemption terms) shall be substantially similar to, or (taken as a whole) not more favorable to the investors providing such Indebtedness than the terms and conditions of the applicable Refinanced Debt as reasonably determined by the Borrower Representative in good faith (except with respect to any terms (including covenants) and conditions contained in such Indebtedness that are applicable only after the then Termination Date); provided, further, that the terms and conditions applicable to such Indebtedness may provide for any additional or different financial or other covenants or other provisions that are agreed between the Borrower Representative and the applicable Lenders and applicable only during periods after the Termination Date that is in effect on the date such Credit Agreement Refinancing Indebtedness is incurred or obtained,

(ii) be in an original aggregate principal amount not greater than the aggregate principal amount of the Refinanced Debt except by any amount equal to unpaid accrued interest and premium (including applicable prepayment penalties) thereon plus



underwriting discounts, original issue discount, commissions, fees and other costs and expenses incurred in connection therewith,

(iii) not mature or have scheduled amortization, as applicable, sooner or greater than the same under such Refinanced Debt and not be subject to mandatory redemption, repurchase, prepayment or sinking fund obligation (except, subject to Subsection 11.1(a)(vii), for customary asset sale or change of control provisions), in each case prior to the Termination Date,

(iv) only be secured by assets consisting of Collateral (other than Restructured Aircraft Collateral) on a *pari passu* basis (but without regard to the control of remedies) with the Obligations and not be secured by any property or assets of Holdings, the Borrowers or any of their respective Restricted Subsidiaries other than the Collateral; provided that such Obligations (including the Credit Agreement Refinancing Indebtedness) shall be secured by the Security Documents and the Lenders with respect to such Credit Agreement Refinancing Indebtedness shall have authorized (1) the Collateral Agent to act as their Agent to take any action with respect to any applicable Collateral or Security Documents which may be necessary to perfect and maintain perfected the security interest in and liens upon the Collateral granted pursuant to the Security Documents and (2) the Administrative Agent (either in its own name or in the name of the Collateral Agent) to take or to instruct the Collateral Agent to take any enforcement actions in respect of the Collateral and under any Security Document, and

(v) rank *pari passu* in right of payment and of security with the Refinanced Debt (including being entitled to the benefits of the same place in the waterfall as the Refinanced Debt) and at any time that a Default or an Event of Default exists, all prepayments of Other Loans shall be made on a pro rata basis; provided that no Credit Agreement Refinancing Indebtedness may have any Lien on Restructured Aircraft Collateral, and all payments in respect of Credit Agreement Refinancing Indebtedness pursuant to clause “fourth” of Subsection 10.15 shall be made pursuant to subclause (y)(A), rather than clause (x), thereof.

“Currency Agreement”: in respect of a Person, any foreign exchange contract, currency swap agreement or other similar agreement or arrangements (including derivative agreements or arrangements), as to which such Person is a party or a beneficiary.

“Customary Permitted Liens”: (a) Each of the following Liens (collectively, the “Restructured Aircraft Liens”):

(i) Liens for Taxes, assessments and similar charges levied or assessed by any Governmental Authority, including charges by Eurocontrol and any other supranational body, that are not yet delinquent or the nonpayment of which in the aggregate would not reasonably be expected to have a Material Adverse Effect, or which are being contested in good faith by appropriate proceedings and adequate reserves with respect thereto are maintained on the books of the Parent Borrower or its Restricted Subsidiaries, as the case may be, in conformity with GAAP;

(ii) Liens with respect to outstanding motor vehicle fines, liens of landlords or of mortgagees of landlords arising by statute and liens of suppliers, mechanics, carriers, materialmen, repairers, airports, air navigation and other aviation authorities, airport hangar keepers, warehousemen or workmen, liens in respect of flight charges arising by way of contract or incurred in the ordinary course of business and other liens imposed by law created in the ordinary course of business for amounts not overdue for a period of more than 120 days or that are being contested in good faith by appropriate proceedings and adequate reserves with respect thereto are maintained on the books of the Parent Borrower or its Restricted Subsidiaries, as the case may be, in conformity with GAAP;

(iii) financing statements with respect to a lessor's rights in and to personal property leased to such Person in the ordinary course of such Person's business;

(iv) Liens arising by reason of any judgment, decree or order of any court or other Governmental Authority, unless the judgment, decree or order it secures has not, within 30 days after entry of such judgment, been discharged or execution stayed pending appeal, or has not been discharged within 30 days after the expiration of any such stay;

(v) the rights of any Affiliate of the Parent Borrower or any of its Restricted Subsidiaries arising under pooling arrangements in respect of Helicopter Equipment;

(vi) Liens on property (including Helicopter Equipment) arising under leases between the Parent Guarantor or any of its Restricted Subsidiaries, as lessor, and the Parent Guarantor or any of its Restricted Subsidiaries, as lessee;

(vii) Liens on Helicopter Equipment arising under leases between the Parent Guarantor or any of its Restricted Subsidiaries, as lessor, and any person, provided that the Collateral Agent has been granted a security interest or other Lien in such lease pursuant to the Guarantee and Collateral Agreement;

(viii) Liens over Helicopter Equipment or other assets of the Parent Borrower or any of its Restricted Subsidiaries resulting from any right or claim of a Secured Party that is not related to the transactions contemplated by the Loan Documents;

(ix) Liens relating to installation of (A) any leased or owned engine or part that is subject to another financing onto the Airframe or Engine of a Restructured Aircraft and (B) any Engine or Part that has been removed from the Airframe or Engine of a Restructured Aircraft onto another aircraft in the CHC fleet; and

(x) Liens relating to power-by-the-hour or other maintenance, repair and overhaul arrangements entered into in the ordinary course of business;

(b) deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance or other types of social security benefits or other insurance related obligations (including pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements);

(c) encumbrances arising by reason of zoning restrictions, easements, licenses, reservations, covenants, rights-of-way, utility easements, building restrictions, title defects and other similar encumbrances on the use of real property not materially detracting from the value of such real property or not materially interfering with the ordinary conduct of the business conducted and proposed to be conducted at such real property;

(d) encumbrances arising under leases or subleases of real property that do not, in the aggregate over all such encumbrances, materially detract from the value of such real property or interfere with the ordinary conduct of the business conducted and proposed to be conducted at such real property;

(e) Liens, pledges or deposits securing the performance of (x) bids, contracts (other than for borrowed money), obligations for utilities, leases and statutory or regulatory obligations, or (y) performance, bid, surety, appeal, judgment, replevin and similar bonds, other surety arrangements, and other similar obligations, all in, or relating to liabilities or obligations incurred in, the ordinary course of business;

(f) Liens existing on assets or properties at the time of the acquisition thereof by the Parent Borrower or any of its Restricted Subsidiaries which do not materially interfere with the use, occupancy, operation and maintenance of structures existing on the property subject thereto or extend to or cover any assets or properties of the Parent Borrower or such Restricted Subsidiary other than the assets or property being acquired; and

(g) Liens on goods in favor of customs and revenue authorities arising as a matter of law to secure customs duties in connection with the importation of such goods.

“Debt Obligations”: with respect to any Indebtedness, any principal, premium (if any), interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization whether or not a claim for post-filing interest is allowed in such proceedings), fees, charges, expenses, reimbursement obligations, other monetary obligations of any nature and all other amounts payable thereunder or in respect thereof.

“Default”: any of the events specified in Subsection 9.1, whether or not any requirement for the giving of notice (other than, in the case of Subsection 9.1(e), a Default Notice), the lapse of time, or both, or any other condition specified in Subsection 9.1, has been satisfied.

“Default Notice”: as defined in Subsection 9.1(e).

“Defaulting Lender”: any Lender or Agent whose acts or failure to act, whether directly or indirectly, cause it to meet any part of the definition of Lender Default.

“Deposit Account”: any deposit account (as such term is defined in Article 9 of the UCC).

“Deposit Financings”: Indebtedness incurred by the Parent Borrower or any Restricted Subsidiary to an aircraft lessor or other party to finance the deposit of funds in

connection with aircraft sale and leaseback transactions, including in connection with pre-delivery novations of aircraft contracts.

“Designated Cash Management Agreements”: Bank Products Agreements that are (i) secured by Liens on Collateral (other than Restructured Aircraft Collateral) that are *pari passu* in priority with the Liens on such Collateral securing the amounts due under this Agreement, pursuant to the Security Documents (but only to the extent that any such Bank Products Agreement secured under a Security Document has also been designated as a Designated Cash Management Agreement in accordance with clause (ii) hereof) and (ii) designated as a “Designated Cash Management Agreement” as contemplated by Subsection 11.22.

“Designated Foreign Currency”: Euro, or any other freely available currency reasonably requested by the Borrower Representative and acceptable to the Administrative Agent and each Lender.

“Designated Hedging Agreements”: Hedging Agreements that are (i) secured by Liens on Collateral (other than Restructured Aircraft Collateral) that are *pari passu* in priority with the Liens on such Collateral securing the amounts due under this Agreement, pursuant to the Security Documents and (ii) designated as a “Designated Hedging Agreement” to the Administrative Agent as contemplated by Subsection 11.22.

“Designated Hedging Reserves”: reserves in an amount equal to the then aggregate outstanding mark-to-market (“MTM”) exposure of all Loan Parties to the relevant Hedging Parties under all Designated Hedging Agreements as provided by the applicable Hedging Party from time to time in accordance with the succeeding requirements. Such exposure shall be the sum of the positive aggregate MTM values to each Hedging Party of all Designated Hedging Agreements with such Hedging Party outstanding at the time of the relevant calculation. The aggregate MTM value to a Hedging Party of all Designated Hedging Agreements with such Hedging Party shall be calculated by such Hedging Party (i) on a net basis by taking into account the netting provision contained in the ISDA Master Agreement (or other similar agreement with netting provisions substantially similar to an ISDA Master Agreement) with such Hedging Party and (ii) if applicable, by taking into account any master netting agreement or arrangement in place among such Hedging Party, any Subsidiary or Affiliate thereof that is also party to a Designated Hedging Agreement and the relevant Loan Party, in which case the positive aggregate MTM value of all relevant Designated Hedging Agreements to such Hedging Party and such Subsidiaries or Affiliates who are parties to such master netting agreements shall be calculated in respect of all of the relevant Designated Hedging Agreements on a net basis across all such Designated Hedging Agreements; provided that the Borrower Representative (i) certifies to the Administrative Agent that such master netting agreement shall apply to all such Designated Hedging Agreements in all cases including upon the occurrence of an event of default by the relevant Loan Party in respect of any such Designated Hedging Agreement and (ii) upon request, provides to the Administrative Agent a copy of the master netting agreement. The Hedging Party, in calculating the positive aggregate MTM value to such Hedging Party, shall take into account the value of collateral posted to such Hedging Party in respect of such Designated Hedging Agreements, such that the value of such collateral shall reduce the MTM value of such Designated Hedging Agreements that is out-of-the-money to the

relevant Loan Party by an amount equal to (x) the amount of cash collateral or (y) the value of non-cash collateral with such value as determined by the relevant Hedging Party or the relevant valuation agent in accordance with the relevant credit support annex or other collateral agreement (for the avoidance of doubt, taking into account any haircut provision applicable to such non-cash collateral); provided that the Borrower Representative shall provide any supporting documentation for such value as may be reasonably requested by the Administrative Agent. For the avoidance of doubt, if the MTM value of all Designated Hedging Agreements with a Hedging Party is a negative amount to such Hedging Party (i.e., if all such Designated Hedging Agreements with such Hedging Party are in-the-money to the relevant Loan Party on a net basis), such MTM value shall be treated as zero in calculating the amount of the Designated Hedging Reserves. The MTM value of a Designated Hedging Agreement for this purpose shall be calculated and provided to the Administrative Agent, the relevant Loan Party and the Borrower Representative together with the supporting calculations therefor (i) on or prior to the date on which the applicable Hedging Agreement is designated as a Designated Hedging Agreement and (ii) thereafter promptly (but in any case not later than three Business Days) following (x) the last calendar day of each calendar month and (y) such other date on which a request was made by the Administrative Agent, the relevant Loan Party or the Borrower Representative, as applicable, for such MTM value. Upon receipt of such MTM value of a Designated Hedging Agreement from the relevant Hedging Party, the Borrower Representative may, within three Business Days of such receipt, notify the Administrative Agent that the Borrower Representative does not agree with such MTM value provided by such Hedging Party and seek a Dealer Polling (as defined below) with respect to the relevant Designated Hedging Agreement as set forth below. In the event the Borrower Representative does not provide such notice to the Administrative Agent, the Administrative Agent shall use such MTM value in calculating the relevant portion of the Designated Hedging Reserves. Prior to any Hedging Party providing the MTM value of any Hedging Agreement, the applicable Hedging Agreement will not be designated as a Designated Hedging Agreement for the purposes of this Agreement, until such time as an MTM value is provided by such Hedging Party or an alternative value is provided by the Borrower Representative pursuant to a Dealer Polling. The Borrower Representative may commence a Dealer Polling (i) at any time if a Hedging Party fails to provide an MTM value or (ii) within three Business Days of the receipt by the Administrative Agent of an MTM value provided by a Hedging Party. In the case of the immediately preceding subclause (ii), until Dealer Polling results in an alternative MTM value, the MTM value provided by the Hedging Party shall be used for purposes of calculating the Designated Hedging Reserves. If a Hedging Party provides an MTM value in respect of the relevant Designated Hedging Agreement subsequent to the determination of an MTM value in accordance with a Dealer Polling, such MTM value so provided by the Hedging Party shall be used in calculating the relevant portion of the Designated Hedging Reserves; provided that the Borrower Representative may disagree with such new MTM value and commence a new Dealer Polling in accordance with these provisions. A “Dealer Polling” for purposes hereof is a procedure by which the Borrower Representative seeks mid-market quotations (which may be firm or indicative) from at least two (and not more than three) recognized dealers in Hedging Agreements of the same or similar type of the MTM value of a Designated Hedging Agreement. In seeking such quotations, the Borrower Representative shall (x) instruct each such dealer to calculate its mid-market valuation in a manner consistent with the manner in which such dealer would calculate such valuation for products of its own that are of the same or substantially similar type as the relevant

Designated Hedging Agreement and (y) provide each such dealer with the transaction details and other information necessary for such dealer to provide such mid-market quotation. The Borrower Representative shall provide a copy of all written communications with each such dealer and all information provided pursuant to clause (y) of the preceding sentence to the dealers participating in the Dealer Polling to the Administrative Agent and the relevant Hedging Party. Upon notification and delivery by the Borrower Representative to the Administrative Agent of (A) the details and results of any such mid-market quotations from such other dealers attributable to the Designated Hedging Agreement for which such additional dealer mid-market quotations have been obtained, and (B) a certificate showing the amount determined by calculating either (i) the arithmetic average of the valuation provided by the relevant Hedging Party and the valuations provided by each of such other dealers in the event the Borrower Representative did not agree with the valuation provided by such Hedging Party or (ii) the arithmetic average of the valuations provided by each of such other dealers in the event the relevant Hedging Party has not provided its valuation (in either case, including reasonable details of such calculation), the Administrative Agent shall adjust the Designated Hedging Reserves attributable to the Designated Hedging Agreement for which such additional dealer mid-market quotations have been obtained to equal the amount provided by the Borrower Representative in preceding clause (B). In the event that (x) the Borrower Representative commenced the Dealer Polling but no third-party dealer has provided any quotation within seven Business Days from the date on which the Borrower Representative notified the Administrative Agent of the commencement of the Dealer Polling, or (y) the Borrower Representative has failed to commence the Dealer Polling in a situation described above, then the MTM value of the relevant Designated Hedging Agreement for purposes of the determination of the relevant portion of the Designated Hedging Reserves shall be determined by the Administrative Agent based on the previous MTM value provided by the relevant Hedging Party.

“Designated Noncash Consideration”: the Fair Market Value of noncash consideration received by the Parent Borrower or one of its Restricted Subsidiaries in connection with an Asset Sale that is so designated as Designated Noncash Consideration pursuant to a certificate of a Responsible Officer of the Borrower Representative, setting forth the basis of such valuation.

“Designated Preferred Stock”: preferred stock of the Company or any direct or indirect parent company of the Company (other than Disqualified Capital Stock) that is issued for cash (other than to the Parent Guarantor or any of its Subsidiaries or an employee stock ownership plan or trust established by the Parent Guarantor or any of its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an certificate of a Responsible Officer of the Borrower Representative, on the issuance date thereof.

“Designation Date”: as defined in Subsection 2.8(e).

“Disinterested Director”: as defined in Subsection 8.11.

“Disposition”: as defined in the definition of the term “Asset Sale” in this Subsection 1.1.

“Disqualified Capital Stock”: with respect to any Person, any Capital Stock (other than Management Stock) that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable), or upon the happening of any event (other than following the occurrence of a change of control or other similar event or an Asset Sale or other disposition), (a) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise, (b) is convertible or exchangeable for Indebtedness or Disqualified Capital Stock or (c) is redeemable at the option of the holder thereof (other than following the occurrence of a change of control or other similar event or an Asset Sale or other disposition), in whole or in part, in each case on or prior to the Termination Date; provided that Capital Stock issued to any employee benefit plan, or by any such plan to any employees of the Parent Guarantor or any Subsidiary, shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased or otherwise acquired or retired in order to satisfy applicable statutory or regulatory obligations.

“Disqualified Lender”: (i) any competitor of the Parent Guarantor and its Restricted Subsidiaries that is in the same or a similar line of business as the Parent Guarantor and its Restricted Subsidiaries, (ii) any lessor (which is not a commercial bank or a subsidiary of a commercial bank) under any helicopter lease held by the Parent Guarantor or any of its Subsidiaries and (iii) any Affiliate of any of the foregoing.

“Dollar Equivalent”: at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in Euro, the equivalent amount thereof in Dollars as determined by the Administrative Agent on the basis of the Spot Rate of Exchange (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with Euro.

“Dollars” and “\$”: dollars in lawful currency of the United States of America.

“EEA Financial Institution”: (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition and is subject to the supervision of an EEA Resolution Authority, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision of an EEA Resolution Authority with its parent.

“EEA Member Country”: any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority”: any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“EMEA JV”: EEA Helicopter Operations B.V., with corporate seat in Amsterdam, The Netherlands, a joint venture organized under the laws of The Netherlands for the purpose of holding regulated European operations of the Parent Guarantor and its Subsidiaries, and all its Subsidiaries as such joint venture is in effect on the Closing Date or

amended or modified in the Parent Guarantor's sole discretion in a manner not materially adverse to the Parent Guarantor and its Restricted Subsidiaries when taken as a whole.

"Engines": (i) with respect to each Helicopter owned by a Qualified Loan Party, the engines related to that Helicopter, title to which engines has vested in the relevant Qualified Loan Party, with respect to all Helicopters, all of those engines and (ii) each other helicopter engine owned by a Qualified Loan Party, in each case, whether or not attached to a Helicopter, and together in each case with all equipment and accessories belonging to, installed in or appurtenant to those helicopter engines. For the avoidance of doubt, references to "Engines" shall include helicopter engines which have replaced another helicopter engine owned by the Qualified Loan Parties if title to such replacement helicopter engine shall have passed to a Qualified Loan Party.

"Environmental Costs": any and all costs or expenses (including attorney's and consultant's fees, investigation and laboratory fees, response costs, court costs and litigation expenses, fines, penalties, damages, settlement payments, judgments and awards), of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way relating to, any actual or alleged violation of, noncompliance with or liability under any Environmental Laws. Environmental Costs include any and all of the foregoing, without regard to whether they arise out of or are related to any past, pending or threatened proceeding of any kind.

"Environmental Laws": any and all U.S. or foreign, federal, state, provincial, territorial, local or municipal laws, rules, orders, enforceable guidelines and orders-in-council, regulations, statutes, ordinances, codes, decrees, and such requirements of any Governmental Authority properly promulgated and having the force and effect of law or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning the management, discharge, release, registration or emissions of Materials of Environmental Concern or protection of human health (as it relates to exposure to Materials of Environmental Concern) or the environment, as have been, or now or at any relevant time hereafter are, in effect.

"Environmental Permits": any and all permits, licenses, registrations, notifications, exemptions and any other authorization required under any Environmental Law.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Reorganization": with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Euro" and "€": the single currency of the European Union as constituted by the Treaty on European Union and as referred to in the legislative measures of the European Union for the introduction of, changeover to or operation of the Euro in one or more member states.



“Event of Default”: any of the events specified in Subsection 9.1, provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“Exchange Act”: the Securities Exchange Act of 1934, as amended from time to time.

“Excluded Assets”: as defined in the Guarantee and Collateral Agreement; provided that, for purposes of this Agreement, “Excluded Assets” shall be deemed not to include Helicopter Equipment.

“Excluded Contribution”: (a) Net Proceeds, or the Fair Market Value of property or assets, received by the Parent Guarantor as capital contributions to the Parent Guarantor on or after the Closing Date or (b) Net Proceeds from the public or private issuance or sale (other than to a Restricted Subsidiary) of Capital Stock (other than Disqualified Capital Stock and Designated Preferred Stock) by, or a capital contribution to, the Parent Guarantor, in each case to the extent designated as an “Excluded Contribution” in a certificate of a Responsible Officer of the Parent Guarantor delivered to the Administrative Agent.

“Excluded Information”: as defined in Subsection 11.6(h)(i)(5).

“Excluded Liability”: any liability that is excluded under the Bail-In Legislation from the scope of any Bail-In Action including any liability excluded pursuant to Article 44 of the Bank Recovery and Resolution Directive.

“Excluded Obligation”: (i) with respect to any Guarantor, such Guarantor’s Excluded Loan Party Obligation (as defined in the Guarantee and Collateral Agreement), and (ii) with respect to any Affiliate Guarantor, such Affiliate Guarantor’s Excluded Affiliate Obligation (as defined in the Guarantee Agreement).

“Excluded Subsidiary”: at any date of determination, any Subsidiary of the Parent Borrower:

(a) [reserved];

(b) that is prohibited by Requirement of Law or Contractual Obligations existing on the Closing Date (or, in the case of any newly acquired Subsidiary, in existence at the time of acquisition but not entered into in contemplation thereof) from Guaranteeing, or granting Liens to secure, the Obligations or if Guaranteeing, or granting Liens to secure, the Obligations would require governmental (including regulatory) consent, approval, license or authorization unless such consent, approval, license or authorization has been received;

(c) with respect to which the Borrower Representative and the Administrative Agent reasonably agree that the burden or cost or other consequences of providing a guarantee of the Obligations shall be excessive in view of the benefits to be obtained by the Lenders therefrom;

(d) with respect to which the provision of such guarantee of the Obligations would result in material adverse tax consequences to Holdings or any of its Subsidiaries (as reasonably determined by the Borrower Representative and notified in writing to the Administrative Agent);

(e) that is a Receivables Subsidiary;

(f) that is a joint venture or Non-Wholly Owned Subsidiary;

(g) that is an Unrestricted Subsidiary;

(h) [reserved];

(i) that is a special purpose entity; or

(j) that is a Subsidiary formed solely for the purpose of (x) becoming a Parent Entity, or (y) merging with the Parent Borrower in connection with another Subsidiary becoming a Parent Entity, in each case to the extent that such entity becomes a Parent Entity or is merged with the Parent Borrower or any Parent Entity within 60 days of the formation thereof, or otherwise creating or forming a Parent Entity.

Subject to the proviso in the preceding sentence, any Subsidiary that fails to meet the foregoing requirements as of the last day of the Most Recent Four Quarter Period shall continue to be deemed an Excluded Subsidiary hereunder until the date that is 60 days following the date on which such annual or quarterly financial statements were required to be delivered pursuant to Subsection 7.1 with respect to such Most Recent Four Quarter Period. If reasonably requested by the Administrative Agent, the Borrower Representative shall provide to the Administrative Agent a list of all Excluded Subsidiaries at the time of such request.

“Excluded Taxes”: any of the following Taxes imposed on or with respect to an Agent or Lender or required to be withheld or deducted from a payment to an Agent or Lender, (a) any Taxes measured by or imposed upon net income (however denominated) and all franchise Taxes, branch Taxes, Taxes on doing business or Taxes measured by or imposed upon overall capital or net worth, in each case imposed: (i) by the jurisdiction under the laws of which such Agent or Lender, applicable lending office, branch or affiliate is organized or is located, or in which its principal executive office is located, or any nation within which such jurisdiction is located or any political subdivision thereof; or (ii) that would not have been imposed, withheld, or deducted but for any connection between the jurisdiction imposing such Tax and such Agent or Lender, applicable lending office, branch or affiliate other than a connection arising solely from such Agent or Lender having executed, delivered or performed its obligations under, or received payment under or enforced, this Agreement or any Notes, and (b) any Tax imposed by FATCA.

“Extended Loans”: as defined in Subsection 2.8(a).

“Extending Lender”: as defined in Subsection 2.8(a).

“Extension”: as defined in Subsection 2.8(a).

“Extension Offer”: as defined in Subsection 2.8(a).

“Facility”: each of (a) the Loans made (or deemed made) hereunder and (b) any other committed facility hereunder and the extensions of credit made thereunder, and collectively, the “Facilities”.

“Fair Market Value”: with respect to any asset or property, the fair market value of such asset or property as determined in good faith by senior management of the Borrower Representative or the Board of Directors, whose determination shall be conclusive.

“FATCA”: Sections 1471 through 1474 of the Code as in effect on the Closing Date (and any amended or successor provisions that are substantially comparable), any current or future regulations or other administrative authority promulgated thereunder or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement entered into in connection with any of the foregoing and any U.S. or non-U.S. fiscal or regulatory legislation, rules, guidance or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code or analogous provisions of non-U.S. law.

“Federal District Court”: as defined in Subsection 11.13(a).

“Federal Funds Effective Rate”: for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System of the United States arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day for such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

“Fiscal Quarter”: for any Fiscal Year, (i) the fiscal period commencing on May 1 of such Fiscal Year and ending on July 31 of such Fiscal Year, (ii) the fiscal period commencing on August 1 of such Fiscal Year and ending on October 31 of such Fiscal Year, (iii) the fiscal period commencing on November 1 of such Fiscal Year and ending on January 31 of such Fiscal Year, and (iv) the fiscal period commencing on February 1 of such Fiscal Year and ending on April 30 of such Fiscal Year.

“Fiscal Year”: the annual accounting period of the Parent ending on April 30 of any calendar year, calculated in accordance with the fiscal calendar of the Parent, or any other date of any calendar year designated by the Borrower Representative in accordance with Subsection 7.11, in each case calculated in accordance with the fiscal calendar of the Parent.

“Fixed GAAP Date”: the Closing Date, provided that at any time after the Closing Date, the Borrower Representative may by written notice to the Administrative Agent elect to change the Fixed GAAP Date to be the date specified in such notice, and upon such notice, the Fixed GAAP Date shall be such date for all periods beginning on and after the date specified in such notice.

“Fixed GAAP Terms”: (a) the covenants contained in Subsection 8.13, and the defined term “Consolidated Total Assets”, (b) all defined terms in this Agreement (other than the

term “Capital Lease Obligations”) to the extent used in or relating to any of the foregoing definitions, and all ratios and computations based on any of the foregoing definitions, and (c) any other term or provision of this Agreement or the Loan Documents that, at the Parent Guarantor’s election, may be specified by the Parent Guarantor by written notice to the Administrative Agent from time to time.

“Foreign Pension Plan”: a registered pension plan which is subject to applicable pension legislation other than ERISA or the Code, which a Restricted Subsidiary of the Parent Guarantor sponsors or maintains, or to which it makes or is obligated to make contributions.

“Foreign Plan”: each Foreign Pension Plan, deferred compensation or other retirement or superannuation plan, fund, program, agreement, commitment or arrangement whether oral or written, funded or unfunded, sponsored, established, maintained or contributed to, or required to be contributed to, or with respect to which any liability is borne, outside the United States of America, by the Parent Guarantor or any of its Restricted Subsidiaries, other than any such plan, fund, program, agreement or arrangement sponsored by a Governmental Authority.

“Foreign Proceeding”: as defined in Subsection 9.1.

“GAAP”: generally accepted accounting principles in the United States of America as in effect on the Fixed GAAP Date (for purposes of the Fixed GAAP Terms) and as in effect from time to time (for all other purposes of this Agreement), including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession, and subject to the following sentence. If at any time the SEC permits or requires U.S. domiciled companies subject to the reporting requirements of the Exchange Act to use IFRS in lieu of GAAP for financial reporting purposes, the Parent Guarantor may elect by written notice to the Administrative Agent to so use IFRS in lieu of GAAP and, upon any such notice, references herein to GAAP shall thereafter be construed to mean (a) for periods beginning on and after the date specified in such notice, IFRS as in effect on the date specified in such notice (for purposes of the Fixed GAAP Terms) and as in effect from time to time (for all other purposes of this Agreement) and (b) for prior periods, GAAP as defined in the first sentence of this definition. All ratios and computations based on GAAP contained in this Agreement shall be computed in conformity with GAAP; provided that, notwithstanding the foregoing, upon and following the acquisition of any business or new Subsidiary by the Parent or the Parent Guarantor in accordance with this Agreement, in each case that would not constitute a “significant subsidiary” for purposes of Regulation S-X, financial items and information with respect to such newly-acquired business or Subsidiary that are required to be included in determining any financial calculations and other financial ratios contained herein for any period prior to such acquisition shall not be required to be in accordance with GAAP so long as the Parent Guarantor is able to estimate pro forma adjustments in respect of such acquisition for such prior periods, and in each case such estimates are made in good faith.

“General Intangibles”: general intangibles (as such term is defined in Article 9 of the UCC), including payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, patents, trade names, trade secrets, trademarks, servicemarks, copyrights, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, insurance premium rebates, tax refunds, and tax refund claims, and any and all supporting obligations in respect thereof, and any other personal property other than Accounts, Deposit Accounts, goods, Investment Property, and Negotiable Collateral.

“Governmental Authority”: the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supranational bodies such as the European Union or the European Central Bank).

“Gross Proceeds”: with respect to any Asset Sale or Recovery Event subject to the provisions of Subsection 4.4(b), 4.4(c) or 4.4(d), an amount equal to the sum of all cash, Cash Equivalents, Temporary Cash Investments and Marketable Securities plus the Fair Market Value of other property or assets, received by the applicable Loan Party in connection with such Asset Sale or Recovery Event.

“Guarantee”: any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person; provided that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business. The term “Guarantee” used as a verb has a corresponding meaning.

“Guarantee Agreement”: the Guarantee Agreement, dated as of June 12, 2015, among the Affiliate Guarantors party thereto and the Administrative Agent, as amended by the Omnibus Reaffirmation Agreement and as the same may be amended, supplemented, waived or otherwise modified from time to time.

“Guarantee and Collateral Agreement”: the Guarantee and Collateral Agreement, dated as of June 12, 2015, among the Loan Parties party thereto, the Collateral Agent and the Administrative Agent, as amended by the Omnibus Reaffirmation Agreement and as the same may be amended, supplemented, waived or otherwise modified from time to time.

“Guarantee Obligation”: as to any Person (the “guaranteeing person”), any obligation of (a) the guaranteeing person or (b) another Person (including any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the “primary obligations”) of any other third Person (the “primary obligor”) in any manner, whether directly or indirectly, including any such obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security

therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower Representative in good faith.

"Guarantors": the collective reference to Holdings and each Subsidiary Guarantor; individually, a "Guarantor".

"Hedging Affiliate": as defined in the Guarantee and Collateral Agreement.

"Hedging Agreement": any Interest Rate Agreement, Commodities Agreement, Currency Agreement or any other credit or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity, credit or equity values or creditworthiness (including any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Hedging Party": any Hedging Affiliate party to a Hedging Agreement.

"Helicopter": together, (a) an Airframe, (b) the Engines, (c) all Parts installed in or furnished with such Airframe and (d) where the context permits, the Manuals and Technical Records.

"Helicopter Equipment": a Helicopter, an Airframe, an Engine or a Part; provided that Helicopter Equipment shall not include any Abandoned Aircraft.

"Helicopter Mortgage": as defined in the Guarantee and Collateral Agreement.

"Holdco": CHC Helicopter Holding S.à r.l., a private limited liability company ("*société à responsabilité limitée*") incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B155.574, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 12,511, and any legal or functional successor in interest thereto.

“Holdings”: CHC Cayman ABL Holdings Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands, and any legal or functional successor in interest thereto.

“IFRS”: International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such board, or the SEC, as the case may be), as in effect from time to time.

“Incremental Facility” and “Incremental Facilities”: as defined in Subsection 2.6(a).

“Incremental Facility Increase”: as defined in Subsection 2.6(a).

“Incremental Indebtedness”: Indebtedness incurred by any Borrower pursuant to and in accordance with Subsection 2.6.

“Incremental Loans”: as defined in Subsection 2.6(a).

“Indebtedness”: of any Person at any date, (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property (other than trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices), which purchase price is due more than one year after the date of placing such property in final service or taking final delivery and title thereto, (b) any other indebtedness of such Person which is evidenced by a note, bond, debenture or similar instrument, (c) all Capital Lease Obligations of such Person, (d) all obligations of such Person under letters of credit (to the extent that the underlying obligation in respect of which the letter of credit was issued would, under clause (a), (c) or (e) of this definition, be treated as Indebtedness), bankers’ acceptances or other similar instruments issued or created for the account of such Person, (e) for purposes of Subsection 9.1(e) only, all obligations of such Person in respect of interest rate protection agreements, interest rate futures, interest rate options, interest rate caps and any other interest rate hedge arrangements, (f) all indebtedness or obligations of the types referred to in the preceding clauses (a) through (d) (and for purposes of Subsection 9.1(e) only, clauses (a) through (e)) to the extent secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof and (g) Guarantee Obligations of such Person in respect of any Indebtedness of the type described in the preceding clauses (a) through (d) and clause (f) (and for purposes of Subsection 9.1(e) only, clauses (a) through (f)).

Notwithstanding the foregoing, “Indebtedness” shall not include (i) accrued expenses, royalties and trade payables; (ii) Contingent Obligations incurred in the ordinary course of business; (iii) asset retirement obligations and obligations in respect of reclamation and workers’ compensation (including pensions and retiree medical care) that are not overdue by more than 90 days; (iv) except to the extent set forth in clause (e) of the preceding paragraph, any obligations under Hedging Agreements; provided that such agreements are entered into for bona fide hedging purposes of the Parent Guarantor or its Restricted Subsidiaries (as determined

in good faith by the Board of Directors or senior management of the Parent Guarantor or the Company, whether or not accounted for as a hedge in accordance with GAAP) and, in the case of Currency Agreements or Commodities Agreements, such Currency Agreements or Commodities Agreements are related to business transactions of the Parent Guarantor or its Restricted Subsidiaries entered into in the ordinary course of business and, in the case of Interest Rate Agreements, such Interest Rate Agreements substantially correspond in terms of notional amount, duration and interest rates, as applicable, to Indebtedness of the Parent Guarantor or its Restricted Subsidiaries incurred without violation of this Agreement; or (v) any financing related to the novation of aircraft purchase agreements for assets under construction or the sale of rotatable parts, where the recourse of the finance provider is limited to the relevant assets under construction or rotatable parts.

“Indemnified Liabilities”: as defined in Subsection 11.5.

“Indemnitee”: as defined in Subsection 11.5.

“Individual Lender Exposure”: of any Lender, at any time, the aggregate principal amount of all Loans made by such Lender then outstanding (including, in the case of Loans made by such Lender then outstanding in any Designated Foreign Currency, the Dollar Equivalent of the aggregate principal amount thereof).

“Initial Agreement”: as defined in Subsection 8.8(d).

“Initial Loans”: the Loans deemed made on the Closing Date pursuant to Subsection 2.1(a).

“Insolvency”: with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

“Intercreditor Agreement”: an intercreditor agreement in form and substance reasonably satisfactory to the Borrower Representative and the Administrative Agent and the Collateral Agent.

“Intercreditor Agreement Supplement”: as defined in Subsection 10.8(a).

“Interest Rate Agreement”: with respect to any Person, any interest rate protection agreement, future agreement, option agreement, swap agreement, cap agreement, collar agreement, hedge agreement or other similar agreement or arrangement (including derivative agreements or arrangements), as to which such Person is a party or a beneficiary.

“International Interests”: the meaning expressed in the Cape Town Convention.

“International Registry”: the meaning expressed in the Cape Town Convention.

“Inventory”: inventory (as such term is defined in Article 9 of the UCC).

“Investment”: in any Person by any other Person, any direct or indirect advance, loan or other extension of credit (other than to customers, dealers, licensees, franchisees,



suppliers, consultants, directors, officers or employees of any Person in the ordinary course of business) or capital contribution (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others) to, or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such Person. For purposes of the definition of “Unrestricted Subsidiary” only, (i) “Investment” shall include the portion (proportionate to the Parent Guarantor’s equity interest in such Subsidiary) of the Fair Market Value of the net assets of any Subsidiary of the Parent Guarantor at the time that such Subsidiary is designated an Unrestricted Subsidiary, provided that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Parent Guarantor shall be deemed to continue to have a permanent “Investment” in an Unrestricted Subsidiary in an amount (if positive) equal to (x) the Parent Guarantor’s “Investment” in such Subsidiary at the time of such redesignation less (y) the portion (proportionate to the Parent Guarantor’s equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation and (ii) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value (as determined in good faith by the Borrower Representative) at the time of such transfer. Guarantees shall not be deemed to be Investments. The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced (at the Borrower Representative’s option) by any dividend, distribution, interest payment, return of capital, repayment or other amount or value received in respect of such Investment.

“Investment Agreements”: collectively, (i) the limited liability company operating agreement of Parent Guarantor, as the same may be amended, modified or restated in accordance with the terms thereof, (ii) the registration rights agreement dated as of [●], 2017 by and among Helicopter Company I LLC, Helicopter Finance Ltd. and the other parties thereto and (iii) any agreement primarily providing for indemnification and/or contribution for the benefit of any Permitted Holder in respect of liabilities resulting from, arising out of or in connection with, based upon or relating to (a) any management, consulting, advisory, financing, underwriting or placement services or other investment banking activities to, for or in respect of any Parent Entity or any of its Subsidiaries, (b) any offering of securities or other financing activity or arrangement of or by any Parent Entity or any of its Subsidiaries or (c) any action or failure to act of or by any Parent Entity or any of its Subsidiaries (or any of their respective predecessors), in each case as the same may be amended, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof.

“Investment Company Act”: the Investment Company Act of 1940, as amended from time to time.

“Investment Grade Rating”: a rating equal to or higher than Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, or any equivalent rating by any other nationally recognized rating agency.

“Investment Grade Securities”: (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (other than Cash Equivalents); (ii) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Parent Guarantor and its Subsidiaries; (iii) investments in any fund that invests exclusively in investments of the type described in clauses (i) and (ii) above, which fund may also hold

immaterial amounts of cash pending investment or distribution; and (iv) corresponding instruments in countries other than the United States customarily utilized for high quality investments.

“Investment Property”: investment property (as such term is defined in Article 9 of the UCC) and any and all supporting obligations in respect thereof.

“Judgment Conversion Date”: as defined in Subsection 11.8(a).

“Judgment Currency”: as defined in Subsection 11.8(a).

“LCA Election”: as defined in Subsection 1.2(h).

“LCA Test Date”: as defined in Subsection 1.2(h).

“Lenders”: the several lenders from time to time parties to this Agreement.

“Lender Default”: (a) the refusal (which may be given verbally or in writing and has not been retracted) or failure of any Lender (including any Agent in its capacity as Lender) to make available its portion of any incurrence of Loans required to be made hereunder, which refusal or failure is not cured within two Business Days after the date of such refusal or failure, (b) the failure of any Lender (including any Agent in its capacity as Lender) to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute, (c) a Lender (including any Agent in its capacity as Lender) has notified the Borrower Representative or the Administrative Agent that it does not intend to comply with its funding obligations hereunder, (d) a Lender (including any Agent in its capacity as Lender) has failed, within 10 Business Days after request by the Administrative Agent, to confirm that it will comply with its funding obligations hereunder, (e) an Agent or a Lender has admitted in writing that it is insolvent or such Agent or Lender becomes subject to a Lender-Related Distress Event or (f) has, or has a direct or indirect parent company that has, become the subject of a Bail-in-Action.

“Lender Joinder Agreement”: as defined in Subsection 2.6(c)(i).

“Lender-Related Distress Event”: with respect to any Agent or Lender (each, a “Distressed Person”), a voluntary or involuntary case with respect to such Distressed Person under any debt relief law, or a custodian, conservator, receiver or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person’s assets, or such Distressed Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Authority having regulatory authority over such Distressed Person to be, insolvent or bankrupt ; provided that a Lender-Related Distress Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any equity interests in any Agent or Lender or any person that directly or indirectly controls such Agent or Lender by a Governmental Authority or an instrumentality thereof.

“Lien”: any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof).

“Limited Condition Acquisition”: any acquisition of any assets, business, or Person permitted by this Agreement whose consummation is not conditioned on the availability of, or on obtaining, third-party financing.

“Loan”: a Loan deemed made pursuant to Subsection 2.1(a); all such loans, the “Loans”.

“Loan Documents”: this Agreement, the Guarantee and Collateral Agreement, the Guarantee Agreement, any applicable Intercreditor Agreements (in each case, on and after the execution thereof) and any other Security Documents, each as amended, supplemented, waived or otherwise modified from time to time.

“Loan Parties”: Holdings, the Borrowers and the Subsidiary Guarantors; individually, a “Loan Party”.

“Loan Repayment Date”: as defined in Subsection 2.5(a).

“Luxembourg”: as defined in the Preamble hereto.

“Management Investors”: the management members, officers, directors, employees and other members of the management of any Parent Entity or the Parent Guarantor or any of their respective Subsidiaries, or family members or relatives of any of the foregoing (provided that, solely for purposes of the definition of “Permitted Holders”, such relatives shall include only those Persons who are or become Management Investors in connection with estate planning for or inheritance from other Management Investors, as determined in good faith by the Borrower Representative, which determination shall be conclusive), or trusts, partnerships or limited liability companies for the benefit of any of the foregoing, or any of their heirs, executors, successors and legal representatives, who at any date beneficially own or have the right to acquire, directly or indirectly, Capital Stock of the Parent Guarantor or any of its Restricted Subsidiaries or any Parent Entity.

“Management Stock”: Capital Stock of the Parent Guarantor or any of its Restricted Subsidiaries or any Parent Entity (including any options, warrants or other rights in respect thereof) held by any of the Management Investors.

“Management Subscription Agreements”: one or more stock subscription, stock option, grant or other agreements which have been or may be entered into between the Parent Guarantor or any of its Restricted Subsidiaries or any Parent Entity and one or more Management Investors (or any of their heirs, successors, assigns, legal representatives or estates), with respect to the issuance to and/or acquisition, ownership and/or disposition by any of such parties of common stock of the Parent Guarantor or any of its Restricted Subsidiaries or any Parent Entity, or options, warrants, units or other rights in respect of common stock of the Parent Guarantor or any of its Restricted Subsidiaries or any Parent Entity, any agreements entered into from time to time by transferees of any such stock, options, warrants or other rights in connection with the sale, transfer or reissuance thereof, and any assumptions of any of the foregoing by third parties, as amended, supplemented, waived or otherwise modified from time to time.

“Manuals and Technical Records”: all records, logs, manuals, technical data and other repositories of information in whatever form and materials and documents (whether kept or to be kept in compliance with any regulation of the Aviation Authority or otherwise) relating to a Helicopter.

“Manufacturer Support Indebtedness”: Indebtedness incurred by the Parent Borrower or a Restricted Subsidiary of the Parent Borrower to a manufacturer of a helicopter or fixed-wing aircraft in connection with the purchase of such helicopter or fixed-wing aircraft from the manufacturer.

“Marketable Securities”: with respect to any Asset Sale, any readily marketable equity securities that are (i) traded on the New York Stock Exchange, the American Stock Exchange or the Nasdaq National Market; and (ii) issued by a corporation having a total equity market capitalization of not less than \$250,000,000; provided that the excess of (A) the aggregate amount of securities of any one such corporation held by the Parent Guarantor and any Restricted Subsidiary over (B) ten times the average daily trading volume of such securities during the 20 immediately preceding trading days shall be deemed not to be Marketable Securities, as determined on the date of the contract relating to such Asset Sale.

“Material Adverse Effect”: a material adverse effect on (a) the business, operations, property or condition (financial or otherwise) of the Parent Guarantor and its Restricted Subsidiaries taken as a whole, (b) the validity or enforceability as to the Loan Parties (taken as a whole) party thereto of the Loan Documents taken as a whole or (c) the rights or remedies of the Agents and the Lenders under the Loan Documents, in each case taken as a whole.

“Material Guarantee Obligation”: any Guarantee Obligation (excluding Guarantee Obligations in respect of the Loans and any Guarantee Obligations in respect of obligations under or in connection with Helicopter leases) in an aggregate principal amount in excess of \$50,000,000.

“Material Indebtedness”: any financial Indebtedness (excluding the Loans and any financial Indebtedness under or in connection with Helicopter leases) in an aggregate principal amount in excess of \$50,000,000.

“Material Subsidiaries”: Restricted Subsidiaries of the Parent Guarantor constituting, individually or in the aggregate (as if such Restricted Subsidiaries constituted a single Subsidiary), a “significant subsidiary” in accordance with Rule 1-02 under Regulation S-X.

“Materials of Environmental Concern”: any pollutants, contaminants, hazardous or toxic substances or materials or wastes defined, listed, or regulated as such in or under, or which may give rise to liability under, any applicable Environmental Law, including gasoline, petroleum (including crude oil or any fraction thereof), petroleum products or by-products, asbestos, pesticides, herbicides, fungicides and polychlorinated biphenyls.

“Minimum Extension Condition”: as defined in Subsection 2.8(b).

“Moody’s”: Moody’s Investors Service, Inc., and its successors.

“Most Recent Four Quarter Period”: the four Fiscal Quarter period of the Parent Guarantor ending on the last day of the most recently completed Fiscal Year for which financial statements of the Parent Guarantor have been (or have been required to be) delivered under Subsection 7.1(a) or Fiscal Quarter.

“MTM”: as defined in the definition of “Designated Hedging Reserves” in this Subsection 1.1.

“Multiemployer Plan”: a Plan which is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Negotiable Collateral”: letters of credit, letter of credit rights, instruments, promissory notes, drafts, documents, and chattel paper (including electronic chattel paper and tangible chattel paper), and any and all supporting obligations in respect thereof.

“Net Proceeds”: with respect to any new public or private issuance or sale of any securities or any capital contribution (whether of property or assets, including cash), an amount equal to the gross proceeds in cash and Cash Equivalents (or with respect to capital contributions of non-cash property or assets, the Fair Market Value) of such issuance, sale or contribution net of attorneys’ fees, accountants’ fees, underwriters’ or placement agents’ fees, discounts or commissions, and brokerage, consultant and other fees actually incurred in connection with such issuance, sale or contribution and net of taxes paid or payable as a result, or in respect, thereof.

“New York Courts”: as defined in Subsection 11.13(a).

“New York Supreme Court”: as defined in Subsection 11.13(a).

“Non-Consenting Lender”: as defined in Subsection 11.1(g).

“Non-Core Assets”: all Collateral other than Primary Collateral, in each case as defined in the Guarantee and Collateral Agreement; provided that, for purposes of this Agreement, “Non-Core Assets” shall not include Helicopter Equipment.

“Non-Defaulting Lender”: any Lender other than a Defaulting Lender.

“Non-Excluded Taxes”: all Taxes other than Excluded Taxes.

“Non-Extending Lender”: any Lender that does not accept an Extension Offer.

“Non-Loan Party”: each Subsidiary of the Parent Borrower that is not a Loan Party.

“Non-Recourse Debt”: Indebtedness:

(i) as to which neither the Parent Guarantor nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or

instrument that would constitute Indebtedness) other than a pledge of the Capital Stock of any Unrestricted Subsidiaries, (b) is directly or indirectly liable (as a guarantor or otherwise) other than by virtue of a pledge of the Capital Stock of any Unrestricted Subsidiaries, or (c) constitutes the lender; and

(ii) no default with respect to which (including any rights that the holders of the Indebtedness may have to take enforcement action against an Unrestricted Subsidiary) would permit, upon notice, lapse of time or both, any holder of any other Indebtedness of the Parent Guarantor or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment of the Indebtedness to be accelerated or payable prior to its Stated Maturity.

“Non-Wholly Owned Subsidiary”: as to any Person, each Subsidiary of such Person that is not a Wholly Owned Subsidiary.

“Note”: as defined in Subsection 2.1(c).

“Obligation Currency”: as defined in Subsection 11.8(a).

“Obligations”: obligations of the Loan Parties from time to time arising under or in respect of the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during (or that would accrue but for) the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties under this Agreement and the other Loan Documents.

“Omnibus Reaffirmation Agreement”: the Omnibus Reaffirmation, Amendment and Release Agreement dated on or about the date hereof among Holdings, the Parent Borrower, the Parent Guarantor, Holdco, the Company, the Administrative Agent, the Collateral Agent and each Lender.

“Organizational Documents”: with respect to any Person, (a) the articles of incorporation, memorandum and articles of incorporation, certificate of incorporation or certificate of formation (or the equivalent organizational documents) of such Person and (b) the bylaws or operating agreement (or the equivalent governing documents) of such Person.

“Other Loans”: one or more Tranches of term loans hereunder that result from a Refinancing Amendment.

“Parent”: [Helicopter Company I LLC], a limited liability company under the laws of the Cayman Islands, and any legal or functional successor in interest thereto.

“Parent Borrower”: as defined in the Preamble hereto, and shall include any legal or functional successor in interest thereto.

“Parent Entity”: any of Parent, any Other Parent, and any other Person that is a Subsidiary of Parent or any Other Parent and of which the Parent Guarantor is a Subsidiary. As used herein, “Other Parent” means a Person of which the Parent Guarantor becomes a Subsidiary after the Closing Date that is designated by the Borrower Representative as an “Other Parent”; provided that immediately after the Parent Guarantor first becomes a Subsidiary of such Person, more than 50.0% of the Voting Stock of such Person shall be held by one or more Persons that held more than 50.0% of the Voting Stock of a Parent Entity of the Parent Guarantor immediately prior to the Parent Guarantor first becoming such Subsidiary. None of the Borrowers shall in any event be deemed to be a “Parent Entity”.

“Parent Entity Expenses”: (i) costs (including all professional fees and expenses) incurred by any Parent Entity in connection with maintaining its existence or in connection with its reporting obligations under, or in connection with compliance with, applicable laws or applicable rules of any governmental, regulatory or self-regulatory body or stock exchange, this Agreement or any other agreement or instrument relating to Indebtedness of the Parent Guarantor or any of its Restricted Subsidiaries, including in respect of any reports filed with respect to the Securities Act, the Exchange Act or the respective rules and regulations promulgated thereunder, (ii) expenses incurred by any Parent Entity in connection with the acquisition, development, maintenance, ownership, prosecution, protection and defense of its intellectual property and associated rights (including but not limited to trademarks, service marks, trade names, trade dress, patents, copyrights and similar rights, including registrations and registration or renewal applications in respect thereof; inventions, processes, designs, formulae, trade secrets, know-how, confidential information, computer software, data and documentation, and any other intellectual property rights; and licenses of any of the foregoing) to the extent that such intellectual property and associated rights relate to the business or businesses of the Parent Guarantor or any Subsidiary thereof, (iii) indemnification obligations of any Parent Entity owing to directors, officers, employees or other Persons under its charter or bylaws or pursuant to written agreements with or for the benefit of any such Person, or obligations in respect of director and officer insurance (including premiums therefor), (iv) other administrative and operational expenses of any Parent Entity incurred in the ordinary course of business, and (v) fees and expenses incurred by any Parent Entity in connection with any offering of Capital Stock or Indebtedness, (w) which offering is not completed, or (x) where the net proceeds of such offering are intended to be received by or contributed or loaned to the Parent Guarantor or any of its Restricted Subsidiaries, or (y) in a prorated amount of such expenses in proportion to the amount of such net proceeds intended to be so received, contributed or loaned, or (z) otherwise on an interim basis prior to completion of such offering so long as any Parent Entity shall cause the amount of such expenses to be repaid to the Parent Guarantor or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed.

“Parent Guarantor”: as defined in the Preamble hereto, and shall include any legal or functional successor in interest thereto.

“Participant”: as defined in Subsection 11.6(c)(i).

“Participant Register”: as defined in Subsection 11.6(b)(v).

“Part-Out”: the disposition of all or substantially all of an entire Aircraft (or the Airframe together with substantially all of the Engines and Parts) by way of its disassembly and sale (including of the raw materials forming the Airframe, Engines or Parts, as applicable). The time of the occurrence of a “Part-Out” of an Aircraft shall be deemed to be when title to the entire Aircraft or to the Airframe together with substantially all (as determined by the Borrower Representative acting in its reasonable discretion) of the Engines and Parts has passed to one or more third parties.

“Parts”: all appliances, parts, accessories, instruments, navigational and communications equipment, furnishings, modules, components, auxiliary power units and other items of equipment (other than complete Engines or engines) suitable for incorporation in, or installation on, an Airframe or Engine owned, or to be owned, by a Qualified Loan Party.

“Patriot Act”: as defined in Subsection 11.18.

“PBGC”: the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor thereto).

“Permitted Acquisitions”: any acquisition in a transaction that satisfies each of the following requirements:

(a) the business of the acquired company shall be substantially similar to, or ancillary, complementary or related to the line of business of the Parent Guarantor and its Restricted Subsidiaries on the Closing Date, or the assets so acquired shall be used or useful in or otherwise relate to, any such business; provided that the acquisition shall have been approved by the Board of Directors of the Person being acquired; and

(b) the acquired company and its Subsidiaries will become Guarantors or Borrowers and pledge their Collateral to the Collateral Agent to the extent required by Subsections 5.5.1 and 5.5.2 of the Guarantee and Collateral Agreement.

For the avoidance of doubt, for the purpose of this definition, any future investment to be made on terms that are substantially similar to (or more favorable to the Lenders than) the investment in the Affiliate Guarantors, the Loan Parties or their respective affiliates by the Plan Sponsors on or around the Closing Date, shall be deemed a capital contribution in respect of common equity.

“Permitted Affiliated Assignee”: any Plan Sponsor, any investment fund managed or controlled by the Plan Sponsors and any special purpose vehicle established by the Plan Sponsors or by one or more of such investment funds.

“Permitted Business”: the businesses of the Parent Guarantor and its Subsidiaries engaged in on the Closing Date and any other activities that are similar, ancillary or reasonably related to, or a reasonable extension, expansion or development of, such businesses or ancillary thereto.

“Permitted Holders”: any of the following: (i) any of the Plan Sponsors, Management Investors, Parent and their respective Affiliates; (ii) any “group” (as such term is



used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Closing Date) of which any of the Persons specified in clause (i) above is a member (provided that (without giving effect to the existence of such “group” or any other “group”) one or more of such Persons collectively have beneficial ownership, directly or indirectly, of more than 50.0% of the total voting power of the Voting Stock of the Parent Guarantor or the Parent Entity held by such “group”), and any other Person that is a member of such “group”; and (iii) any Person acting in the capacity of an underwriter (solely to the extent that and for so long as such Person is acting in such capacity) in connection with a public or private offering of Capital Stock of any Parent Entity or the Parent Guarantor.

“Permitted Joint Venture”: any joint venture, partnership or other Person (i) in which the Parent Guarantor or any of its Restricted Subsidiaries has an Investment in such Person, (ii) all of whose Indebtedness is Non-Recourse Debt, (iii) which is engaged in a Permitted Business, (iv) in which any Investment made as a result of designating such Person as a Permitted Joint Venture will not violate the covenant described under Subsection 8.13 and (v) none of the Capital Stock of which is held by an officer, director or holder of Capital Stock of the Parent Guarantor qualifying as an Affiliate. Notwithstanding the foregoing, each of Slemon Park Corporation, Thai Aviation Services Ltd., Viscom (Aberdeen) Ltd., CHC Helicopter (Namibia) (Pty) Ltd., Court Aircraft Sales (Pty) Limited, Myanmar Helicopters International Ltd., East West Helicopter Services (Georgia) Corp., East West Helicopter Services (Azerbaijan) Ltd., Whirly Bird Airport Services Limited, joint venture with Cougar Helicopters Inc. in respect of the Newfoundland offshore, Canadian Helicopters Limited, Aero Contractors Company of Nigeria Ltd., Airport Den Helder CV, Schreiner Airways Cameroun SA, Inaer, Inversiones Aereas S.L., Canadian Helicopters Philippines International Inc. and each EU Licensed Operator or EU Investorco that ceases to be a Restricted Subsidiary shall be deemed to be a Permitted Joint Venture. Any such designation (other than with respect to Persons identified in the preceding sentence) shall be evidenced to the Administrative Agent by promptly filing with the Administrative Agent a copy of the resolution giving effect to such designation and an officer’s certificate certifying that such designation complied with the foregoing provisions.

“Permitted Liens”: as defined in Subsection 8.14.

“Person”: an individual, partnership, corporation, company, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Plan”: at a particular time, any employee benefit plan which is covered by ERISA and in respect of which the Parent Borrower or any Restricted Subsidiary or Commonly Controlled Entity is an “employer” as defined in Section 3(5) of ERISA.

“Plan Sponsor”: each Person (together with its Affiliates) owning beneficially (within the meaning of Rule 13d-5 of the Exchange Act as in effect on the Closing Date) directly or indirectly, in the aggregate equity interests representing 7.5% or more of the aggregate ordinary voting power represented by the issued and outstanding equity interests of the Parent as of the Closing Date and any of their Affiliates. For the avoidance of doubt, for purposes of this definition, equity interests shall include the Second Lien Convertible Notes.

“Platform”: Intralinks, SyndTrak Online or any other similar electronic distribution system.

“Preferred Stock”: as applied to the Capital Stock of any corporation or company, Capital Stock of any class or classes (however designated) that by its terms is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such corporation or company, over Capital Stock of any other class of such corporation or company.

“Prior Credit Agreement”: as defined in the recitals.

“Prior Loan Documents”: the “Loan Documents” (as defined in the Prior Credit Agreement) as in effect immediately prior to the Closing Date.

“Prior Revolving Loans”: “Revolving Credit Loans” under and as defined in the Prior Credit Agreement.

“Purchase”: (i) any Investment (by merger, consolidation, amalgamation or otherwise) by a specified Person in any other Person that thereby becomes a Restricted Subsidiary of the specified Person, or any acquisition of any company, any business or any group of assets constituting an operating unit of a business, including any such Investment or acquisition occurring in connection with a transaction causing a calculation to be made hereunder, or (ii) any designation of any Unrestricted Subsidiary as a Restricted Subsidiary; provided that an aircraft shall not constitute an operating unit of a business solely because such aircraft constitutes all or substantially all of a Person’s assets.

“Purchase Money Obligation”: any Indebtedness incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets, and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any Person owning such property or assets, or otherwise.

“Qualified Loan Party”: each Borrower and each Subsidiary Guarantor.

“Qualified Receivables Financing”: any Receivables Financing of a Receivables Subsidiary that meets the following conditions:

(i) the Board of Directors of the Parent Guarantor or the Company will have determined in good faith that such Qualified Receivables Financing (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Parent Guarantor and the Receivables Subsidiary,

(ii) all sales of accounts receivable and related assets to the Receivables Subsidiary are made at Fair Market Value (as determined in good faith by the Parent Guarantor or the Company), and

(iii) the financing terms, covenants, termination events and other provisions thereof will be market terms (as determined in good faith by the Parent Guarantor or the Company) and may include Standard Securitization Undertakings.

“Receivable”: a right to receive payment pursuant to an arrangement with another Person pursuant to which such other Person is obligated to pay, as determined in accordance with GAAP.

“Receivables Financing” any transaction or series of transactions that may be entered into by the Parent Guarantor or any of its Subsidiaries pursuant to which the Parent Guarantor or any of its Subsidiaries may sell, convey or otherwise transfer to (a) a Receivables Subsidiary (in the case of a transfer by the Parent Guarantor or any of its Subsidiaries), and (b) any other Person (in the case of a transfer by a Receivables Subsidiary), or may grant a security interest in, any accounts receivable (whether now existing or arising in the future) of the Parent Guarantor or any of its Subsidiaries, and any assets related thereto, including all collateral securing such accounts receivable, all contracts and all guarantees or other obligations in respect of such accounts receivable, proceeds of such accounts receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable and any obligations of the Parent Guarantor or any such Subsidiary in respect of Currency Agreements, Commodities Agreements or Interest Rate Agreements entered into by the Parent Guarantor or any such Subsidiary in connection with such accounts receivable.

“Receivables Repurchase Obligation” shall mean any obligation of a seller of receivables in a Qualified Receivables Financing to repurchase receivables arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

“Receivables Subsidiary” shall mean a Restricted Subsidiary of the Parent Guarantor that is a Wholly Owned Subsidiary of the Parent Guarantor (or another Person formed for the purposes of engaging in a Qualified Receivables Financing with the Parent Guarantor and to which the Parent Guarantor or any Subsidiary of the Parent Guarantor transfers accounts receivable and related assets) which engages in no activities other than in connection with the financing of accounts receivable of the Parent Guarantor and its Subsidiaries, all proceeds thereof and all rights (contractual or other), collateral and other assets relating thereto, and any business or activities incidental or related to such business, and which is designated by the Board of Directors of the Parent Guarantor or the Company (as provided below) as a Receivables Subsidiary and:

(i) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (a) is guaranteed by the Parent Guarantor or any other Subsidiary of the Parent Guarantor (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings), (b) is recourse to or obligates the Parent Guarantor or any other Subsidiary of the Parent Guarantor in any way other than pursuant to Standard Securitization Undertakings, or (c) subjects any property or asset of the Parent Guarantor or any other Subsidiary of the Parent Guarantor, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings,

(ii) with which neither the Parent Guarantor nor any other Subsidiary of the Parent Guarantor has any material contract, agreement, arrangement or understanding other than on terms which the Parent Guarantor reasonably believes to be no less favorable to the Parent Guarantor or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Parent Guarantor, and

(iii) to which neither the Parent Guarantor nor any other Subsidiary of the Parent Guarantor has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results. Any such designation by the Board of Directors of the Parent Guarantor or the Company shall be evidenced to the Administrative Agent by filing with the Administrative Agent a certified copy of the resolution of the Board of Directors of the Parent Guarantor or the Company giving effect to such designation and an officers' certificate certifying that such designation complied with the foregoing conditions.

"Recovery Event": any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset (including, without limitation any Helicopter Equipment) of the Parent Borrower or any of its Restricted Subsidiaries.

"refinance": refinance, refund, replace, renew, repay, modify, restate, defer, substitute, supplement, reissue, resell or extend (including pursuant to any defeasance or discharge mechanism); and the terms "refinances," "refinanced" and "refinancing" as used for any purpose in this Agreement shall have a correlative meaning.

"Refinanced Debt": as defined in the definition of "Credit Agreement Refinancing Indebtedness" in this Subsection 1.1.

"Refinancing Agreement": as defined in Subsection 8.8(d).

"Refinancing Amendment": an amendment to this Agreement in form and substance reasonably satisfactory to the Administrative Agent, the Collateral Agent and the institutions providing such Credit Agreement Refinancing Indebtedness, executed by each of (a) the Borrower Representative, (b) the Administrative Agent and (c) each financial institution that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto, in accordance with Subsection 2.7.

"Register": as defined in Subsection 11.6(b)(iv).

"Regulation D": Regulation D of the Board as in effect from time to time.

"Regulation S-X": Regulation S-X promulgated by the SEC, as in effect on the Closing Date.

"Regulation T": Regulation T of the Board as in effect from time to time.

"Regulation U": Regulation U of the Board as in effect from time to time.

“Regulation X”: Regulation X of the Board as in effect from time to time.

“Related Parties”: with respect to any Person, such Person’s affiliates and the partners, officers, directors, trustees, employees, equity holders, shareholders, members, attorneys and other advisors, agents and controlling persons of such person and of such person’s affiliates and “Related Party” shall mean any of them.

“Related Taxes”: (x) any taxes, charges or assessments, including but not limited to sales, use, transfer, rental, ad valorem, value added, stamp, property, consumption, franchise, license, capital, net worth, gross receipts, excise, occupancy, intangibles or similar taxes, charges or assessments (other than federal, state or local taxes measured by income and federal, state or local withholding imposed by any government or other taxing authority on payments made by any Parent Entity other than to another Parent Entity), required to be paid by any Parent Entity by virtue of its being incorporated or having Capital Stock outstanding (but not by virtue of owning stock or other equity interests of any corporation or other entity other than the Parent Guarantor, any of its Subsidiaries or any Parent Entity), or being a holding company parent of the Parent Guarantor, any of its Subsidiaries or any Parent Entity or receiving dividends from or other distributions in respect of the Capital Stock of the Parent Guarantor, any of its Subsidiaries or any Parent Entity, or having guaranteed any obligations of the Parent Guarantor or any Subsidiary thereof, or having made any payment in respect of any of the items for which the Parent Guarantor or any of its Subsidiaries is permitted to make payments to any Parent Entity pursuant to Subsection 8.3, or acquiring, developing, maintaining, owning, prosecuting, protecting or defending its intellectual property and associated rights (including but not limited to receiving or paying royalties for the use thereof) relating to the business or businesses of the Parent Guarantor or any Subsidiary thereof, (y) any taxes attributable to any taxable period (or portion thereof) ending on or prior to the Closing Date, or to the consummation of any of the Transactions, or to any Parent Entity’s receipt of (or entitlement to) any payment in connection with the Transactions, including any payment received after the Closing Date pursuant to any agreement related to the Transactions or (z) any other federal, state, foreign, provincial or local taxes measured by income for which any Parent Entity is liable, including under Section 951 of the Code, up to an amount not to exceed the amount of any such taxes attributable to the Parent Guarantor and its Subsidiaries.

“Reportable Event”: any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the 30 day notice period is waived under Section 21, 22, 23, 24, 25, 27 or 28 of PBGC Regulation Section 4043 or any successor regulation thereto.

“Reporting Failure”: the failure of the Parent Guarantor to make available, post or otherwise deliver to the Administrative Agent, within the time periods specified in Subsections 7.1 and 7.2 (other than clause (f) thereof) the periodic reports, information, documents or other reports which the Parent Guarantor or any of its Restricted Subsidiaries may be required to make available, post or otherwise deliver pursuant to such provision.

“Required Lenders”: Lenders the sum of whose outstanding Individual Lender Exposures represent a majority of the sum of the Individual Lender Exposures at such time; provided that the Individual Lender Exposures held or deemed held by Defaulting Lenders shall be excluded for purposes of making a determination of Required Lenders.

“Requirement of Law”: as to any Person, the Organizational Documents of such Person, and any law, statute, ordinance, code, decree, treaty, rule or regulation (including, any anti-bribery, anti-corruption, anti-terrorism or anti-money laundering laws, statutes and regulations) or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its material property or to which such Person or any of its material property is subject, including laws, ordinances and regulations pertaining to zoning, occupancy and subdivision of real properties; provided that the foregoing shall not apply to any non-binding recommendation of any Governmental Authority.

“Responsible Officer”: as to any Person, any of the following officers of such Person: (a) the chief executive officer or the president of such Person and, with respect to financial matters, the chief financial officer, the treasurer, the controller, the chief accounting officer or the Vice President–Finance (or substantial equivalent) of such Person, (b) any vice president of such Person or, with respect to financial matters, any assistant treasurer, assistant controller or assistant accounting officer of such Person, in each case who has been designated in writing to the Administrative Agent or the Collateral Agent as a Responsible Officer by such chief executive officer or president of such Person or, with respect to financial matters, by such chief financial officer of such Person, (c) with respect to Subsection 7.7 and without limiting the foregoing, the general counsel of such Person and (d) with respect to ERISA matters, the senior vice president–human resources (or substantial equivalent) of such Person.

“Restricted Payment”: any dividend or any other payment whether direct or indirect (other than dividends payable solely in common stock of the Parent Guarantor or options, warrants or other rights to purchase common stock of the Parent Guarantor) on, or any payment on account of, or any setting apart of assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any shares of any class of Capital Stock of the Parent Guarantor or any of its Restricted Subsidiaries (other than any acquisition of Capital Stock deemed to occur upon the exercise of options if such Capital Stock represents a portion of the exercise price thereof) or any warrants or options to purchase any such Capital Stock, whether now or hereafter outstanding, or any other distribution (other than (x) distributions payable solely in common stock of the Parent Guarantor or (y) options, warrants or other rights to purchase common stock of the Parent Guarantor) in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Parent Guarantor or any of its Restricted Subsidiaries.

“Restricted Subsidiary”: as to any Person, any Subsidiary of such Person other than an Unrestricted Subsidiary.

“Restructured Aircraft”: the collective reference to the Tranche 1 Aircraft, the Tranche 2 Aircraft, the Tranche 3 Aircraft, the Tranche 4 Aircraft, the Tranche 5 Aircraft, the Tranche 6 Aircraft, the Tranche 7 Aircraft and the Tranche 8 Aircraft.

“Restructured Aircraft Collateral”: all Restructured Aircraft, including the Airframe and such Engines and Parts as may be installed upon such Airframe from time to time, together with all substitutions and replacements of, and additions, improvements, accessions and accumulations to, such Restructured Aircraft, and together with any records, logs, manuals, technical data in the Parent Borrower’s possession (excluding technical publications and any

subscription-based digital information) relating to such Restructured Aircraft to the extent required to produce a certificate of airworthiness for such Restructured Aircraft at any time and from time to time but not otherwise (it being understood that the Parent Borrower shall have no obligation to possess “back to birth” records (except to the extent required to produce a certificate of airworthiness) or to possess any records relating to the period prior to delivery of the Restructured Aircraft to the Parent Borrower that were not provided with the Restructured Aircraft at delivery), and all proceeds of the foregoing, in each case upon which a Lien is purported to be created by any Security Document.

“Restructured Aircraft Liens”: as defined in the definition of the term “Customary Permitted Liens” in this Subsection 1.1.

“S&P”: Standard & Poor’s Ratings Group, a division of The McGraw-Hill Companies, Inc., and its successors.

“Sale”: (i) any disposition of a company, any business or any group of assets constituting an operating unit of a business, or any discontinuation of operations (but if such operations are classified as discontinued because they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of), including any such disposition or discontinuation occurring in connection with a transaction causing a calculation to be made hereunder, or (ii) any designation of any Restricted Subsidiary as an Unrestricted Subsidiary; provided that an aircraft shall not constitute an operating unit of a business solely because such aircraft constitutes all or substantially all of a Person’s assets.

“Sale and Leaseback Transaction”: any arrangement with any Person providing for the leasing by the Parent Guarantor or any of its Restricted Subsidiaries of real or personal property (including, for the avoidance of doubt, Helicopter Equipment) which has been or is to be sold or transferred by the Parent Guarantor or any such Restricted Subsidiary to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of the Parent Guarantor or such Restricted Subsidiary.

“SEC”: the United States Securities and Exchange Commission.

“Second Lien Convertible Notes”: the non-interest-bearing convertible second lien notes in a maximum initial principal amount of \$464,100,000, issued pursuant to the indenture, dated as of [●], 2017 by and among the Parent and [●], as trustee and [●], as collateral agent.

“Secured Parties”: the “Secured Parties” as defined in the Guarantee and Collateral Agreement.

“Securities Act”: the Securities Act of 1933, as amended from time to time.

“Security Documents”: the collective reference to each Helicopter Mortgage that is in effect after giving effect to the Omnibus Reaffirmation Agreement, the Guarantee and Collateral Agreement and all other similar security documents hereafter delivered to the Collateral Agent granting or perfecting a Lien on any asset or assets of any Person to secure the

obligations and liabilities of the Loan Parties hereunder and/or under any of the other Loan Documents or to secure any guarantee of any such obligations and liabilities, including any security documents executed and delivered or caused to be delivered to the Collateral Agent pursuant to Subsection 5.5.1 and 5.5.2 of the Guarantee and Collateral Agreement, in each case, as amended, supplemented, waived or otherwise modified from time to time; provided that “Security Documents” shall not include any security document in respect of any Abandoned Aircraft.

“Settlement Agreement”: as defined in the recitals.

“Settlement Order”: the *Order Approving a Settlement Term Sheet Between the Debtors and the ABL Lenders Parties*, entered by the Bankruptcy Court on December 6, 2016, approving the Settlement Agreement.

“Settlement Service”: as defined in Subsection 11.6(b).

“Single Employer Plan”: any Plan which is covered by Title IV or Section 302 of ERISA or Section 412 of the Code, but which is not a Multiemployer Plan.

“Specified Default”: the occurrence and continuance of an Event of Default under Subsection 9.1(a) or Subsection 9.1(f).

“Specified Convertible Debt”: any secured or unsecured Indebtedness incurred by the Parent which satisfies the definition of “Specified Convertible Debt” set forth in the [Restated] Credit Agreement, dated as of [●], 2017, among the Parent, the other borrowers from time to time party thereto, the lenders and other financial institutions from time to time party thereto and HSBC Bank PLC, as administrative agent and collateral agent, as amended, restated, modified or supplemented from time to time.

“Spot Rate of Exchange”: on any day, with respect to any currency other than Dollars (for purposes of determining the Dollar Equivalent) the rate at which such currency may be exchanged into Dollars, as set forth at approximately 11:00 A.M., New York City time, on such date on the applicable Bloomberg Key Cross Currency Rates Page. In the event that any such rate does not appear on any Bloomberg Key Cross Currency Rates Page, the Spot Rate of Exchange shall be determined by reference to such other publicly available service for displaying exchange rates selected by the Administrative Agent (and reasonably satisfactory to the Borrower Representative) for such purpose, or, at the discretion of the Administrative Agent, such Spot Rate of Exchange shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about 10:00 A.M., local time in such market, on such date for the purchase of Dollars, for delivery two Business Days later; provided that, if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent may use any other reasonable method it deems appropriate to determine such rate, and such determination shall be presumed correct absent manifest error.

“Standard Securitization Undertakings”: representations, warranties, covenants, indemnities and guarantees of performance entered into by the Parent Guarantor or any Subsidiary of the Parent Guarantor which the Parent Guarantor has determined in good faith to



be customary in a Receivables Financing including those relating to the servicing of the assets of a Receivables Subsidiary, it being understood that any Receivables Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

“Stated Maturity”: with respect to any Indebtedness, the date specified in such Indebtedness as the fixed date on which the payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase or repayment of such Indebtedness at the option of the holder thereof upon the happening of any contingency).

“Subsidiary”: with respect to any specified Person, (1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders’ agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof), and (2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

“Subsidiary Borrower Joinder”: a joinder in substantially the form of Exhibit L hereto, to be executed by each Subsidiary Borrower designated as such after the Closing Date.

“Subsidiary Borrower Termination”: a Subsidiary Borrower Termination delivered to the Administrative Agent in accordance with Subsection 11.1(h), substantially in the form of Exhibit M hereto.

“Subsidiary Borrowers”: each Restricted Subsidiary of the Parent Borrower that is a Wholly Owned Subsidiary of the Parent Borrower that becomes a Borrower after five days’ written notice to the Administrative Agent pursuant to a Subsidiary Borrower Joinder (provided that (i) for any such Restricted Subsidiary organized in a jurisdiction other than the United States of America, Luxembourg, Canada, Norway, Netherlands, Ireland, Cayman Islands and Barbados, there is no lending restriction or other legal or regulatory prohibition that prohibits or otherwise materially restrains any Lender of the applicable Facility from committing to make Loans or other credit extensions to such Subsidiary Borrower and (ii) the Administrative Agent and the Lenders of the applicable Facility under which such Subsidiary is proposed to become a Subsidiary Borrower shall have received, at least three days prior to the date on which such Subsidiary becomes a Subsidiary Borrower, (i) all documentation and information with respect to such Subsidiary required pursuant to Subsection 11.18 and (ii) solely with respect to any such Subsidiary that is not a Loan Party as of the Closing Date, all other documentation and information as is reasonably requested in writing by the Administrative Agent about such Subsidiary that is mutually agreed to be required by U.S. regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the Patriot Act), together with their respective successors and assigns unless and until such time as the respective Subsidiary Borrower ceases to be a Borrower in accordance with the terms and provisions hereof. Upon receipt thereof the Administrative Agent shall promptly

transmit each such notice to each of the Lenders; provided that any failure to do so by the Administrative Agent shall not in any way affect the status of any such Subsidiary as a Subsidiary Borrower hereunder.

“Subsidiary Guarantor”: each Subsidiary (other than any Borrower and any Excluded Subsidiary) of the Parent Borrower which executes and delivers a Subsidiary Guaranty pursuant to Subsection 5.5.1 or 5.5.2 of the Guarantee and Collateral Agreement or otherwise, in each case, unless and until such time as the respective Subsidiary Guarantor (a) is designated an Unrestricted Subsidiary pursuant to the terms of this Agreement or (b) is released from all of its obligations under the Subsidiary Guaranty in accordance with terms and provisions thereof.

“Subsidiary Guaranty”: as to any Subsidiary Guarantor, the guaranty by such Subsidiary Guarantor of the Obligations of the Borrowers under the Loan Documents provided pursuant to the Guarantee and Collateral Agreement.

“Successor Borrower”: as defined in Subsection 8.2(a).

“Taxes”: any and all present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Temporary Cash Investments”: any of the following: (i) any investment in (x) direct obligations of the United States of America, a member state of the European Union, Canada, Luxembourg, Norway, the United Kingdom, Ireland, South Africa, Holland or Australia or any country in whose currency funds are being held pending their application in the making of an investment or capital expenditure by the Parent Guarantor or any of its Restricted Subsidiaries in that country or with such funds, or any agency or instrumentality of any thereof or obligations Guaranteed by the United States of America, a member state of the European Union, Canada, Luxembourg, Norway, the United Kingdom, Ireland, South Africa, Holland or Australia or any country in whose currency funds are being held pending their application in the making of an investment or capital expenditure by the Parent Guarantor or any of its Restricted Subsidiaries in that country or with such funds, or any agency or instrumentality of any of the foregoing, or obligations guaranteed by any of the foregoing or (y) direct obligations of any foreign country recognized by the United States of America rated at least “A” by S&P or “A-1” by Moody’s (or, in either case, the equivalent of such rating by such organization or, if no rating of S&P or Moody’s then exists, the equivalent of such rating by any nationally recognized rating organization), (ii) overnight bank deposits, and investments in time deposit accounts, certificates of deposit, bankers’ acceptances and money market deposits (or, with respect to foreign banks, similar instruments) maturing not more than one year after the date of acquisition thereof issued by (x) any bank or other institutional lender under this Agreement or any affiliate thereof or (y) a bank or trust company that is organized under the laws of the United States of America, any state thereof or any foreign country recognized by the United States of America having capital and surplus aggregating in excess of \$250,000,000 (or the foreign currency equivalent thereof) and whose long term debt is rated at least “A” by S&P or “A-1” by Moody’s (or, in either case, the equivalent of such rating by such organization or, if no rating of S&P or Moody’s then exists, the equivalent of such rating by any nationally recognized rating organization) at the time such

Investment is made, (iii) repurchase obligations with a term of not more than 30 days for underlying securities or instruments of the types described in clause (i) or (ii) above entered into with a bank meeting the qualifications described in clause (ii) above, (iv) Investments in commercial paper, maturing not more than 270 days after the date of acquisition, issued by a Person (other than that of the Parent Guarantor or any of its Subsidiaries), with a rating at the time as of which any Investment therein is made of “P-2” (or higher) according to Moody’s or “A-2” (or higher) according to S&P (or, in either case, the equivalent of such rating by such organization or, if no rating of S&P or Moody’s then exists, the equivalent of such rating by any nationally recognized rating organization), (v) Investments in securities maturing not more than one year after the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least “A” by S&P or “A” by Moody’s (or, in either case, the equivalent of such rating by such organization or, if no rating of S&P or Moody’s then exists, the equivalent of such rating by any nationally recognized rating organization), (vi) Indebtedness or Preferred Stock (other than of the Parent Guarantor or any of its Subsidiaries) having a rating of “A” or higher by S&P or “A2” or higher by Moody’s (or, in either case, the equivalent of such rating by such organization or, if no rating of S&P or Moody’s then exists, the equivalent of such rating by any nationally recognized rating organization), (vii) investment funds investing 95.0% of their assets in securities of the type described in clauses (i) through (vi) above (which funds may also hold reasonable amounts of cash pending investment and/or distribution), (viii) any money market deposit accounts issued or offered by a domestic commercial bank or a commercial bank organized and located in a country recognized by the United States of America, in each case, having capital and surplus in excess of \$250,000,000 (or the foreign currency equivalent thereof), or investments in money market funds subject to the risk limiting conditions of Rule 2a-7 (or any successor rule) of the SEC under the Investment Company Act of 1940, as amended and (ix) similar investments approved by the Board of Directors in the ordinary course of business.

“Termination Date”: the date which is the 5-year anniversary of the Closing Date.

“Total Loss”: with respect to any Helicopter Equipment, (i) its actual, constructive, compromised, arranged or agreed total loss; (ii) its destruction, damage beyond repair or being rendered permanently unfit for normal use for any reason whatsoever; (iii) its requisition for title, permanent confiscation or forfeiture or any compulsory acquisition of title by or under the order of any government (whether civil, military or de facto) or public or local authority; or (iv) its hijacking, theft or disappearance, or deprivation resulting in loss of possession by the owner or operator thereof for a period of 60 consecutive days or longer. A Total Loss of a Helicopter shall be deemed to occur on: (A) in the case of an actual total loss or destruction, damage beyond repair or being rendered permanently unfit, the date on which such loss, destruction, damage or rendering occurs (or, if the date of loss or destruction is not known, the date on which the relevant Helicopter was last heard of); (B) in the case of a constructive, compromised, arranged or agreed total loss, the earlier of (1) the date which is 60 days after the date on which notice claiming such total loss is issued to the insurers or brokers which shall be issued at the latest 30 days after the occurrence of the event giving rise to a Total Loss and (2) the date on which such loss is agreed or compromised by the insurers; (C) in the case of requisition for title, confiscation, restraint, detention, forfeiture, compulsory acquisition or

seizure, the date on which the same takes effect; or (D) in the case of clause (iv) above, the final day of the period of 60 consecutive days referred to therein.

“Tranche”: each Tranche of Loans (i.e. Tranche 1 Loan, Tranche 2 Loan, Tranche 3 Loan, Tranche 4 Loan, Tranche 5 Loan, Tranche 6 Loan, Tranche 7 Loan and Tranche 8 Loan), available hereunder.

“Tranche 1 Aircraft”: Airbus Helicopters Model AS332L1 Aircraft Bearing MSN 9009 together with the Engine installed thereon.

“Tranche 1 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$6,839,633 in respect of the Tranche 1 Aircraft.

“Tranche 2 Aircraft”: AgustaWestland Model AW139 Aircraft Bearing MSN 31072 together with the Engine installed thereon.

“Tranche 2 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$5,103,633 in respect of the Tranche 2 Aircraft.

“Tranche 3 Aircraft”: AgustaWestland Model AW139 Aircraft Bearing MSN 31099 together with the Engine installed thereon.

“Tranche 3 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$5,531,545 in respect of the Tranche 3 Aircraft.

“Tranche 4 Aircraft”: AgustaWestland Model AW139 Aircraft Bearing MSN 31561 together with the Engine installed thereon.

“Tranche 4 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$8,001,606 in respect of the Tranche 4 Aircraft.

“Tranche 5 Aircraft”: AgustaWestland Model AW139 Aircraft Bearing MSN 31610 together with the Engine installed thereon.

“Tranche 5 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$10,492,540 in respect of the Tranche 5 Aircraft.

“Tranche 6 Aircraft”: Sikorsky Model S76C++ Aircraft Bearing MSN 760625 together with the Engine installed thereon.

“Tranche 6 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$5,343,681 in respect of the Tranche 6 Aircraft.

“Tranche 7 Aircraft”: Sikorsky Model S76C++ Aircraft Bearing MSN 760632 together with the Engine installed thereon.

“Tranche 7 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$5,343,681 in respect of the Tranche 7 Aircraft.

“Tranche 8 Aircraft”: Sikorsky Model S76C++ Aircraft Bearing MSN 760636 together with the Engine installed thereon.

“Tranche 8 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$5,343,681 in respect of the Tranche 8 Aircraft.

“Transactions”: collectively, the transactions to occur on or prior to the Closing Date with respect to the Chapter 11 Cases, the Canadian Case and the Cayman Case and pursuant to the Settlement Order and the Settlement Agreement, including the execution, delivery and performance of the Loan Documents.

“Transferee”: any Participant or Assignee.

“Treaty”: the Treaty establishing the European Economic Community, being the Treaty of Rome of March 25, 1957 as amended by the Single European Act 1986 and the Maastricht Treaty (which was signed on February 7, 1992 and came into force on November 1, 1993) and as may, from time to time, be further amended, supplemented or otherwise modified.

“UCC”: the Uniform Commercial Code as in effect in the State of New York from time to time.

“Unrestricted Subsidiary”: (i) any Subsidiary of the Parent Guarantor designated at any time by the Board of Directors as an Unrestricted Subsidiary hereunder by written notice to the Administrative Agent and (ii) any Subsidiary of an Unrestricted Subsidiary, provided that the Board of Directors shall only be permitted to designate a Subsidiary as an Unrestricted Subsidiary so long as:

(a) immediately after such designation, no Event of Default under Subsection 9.1(a) or 9.1(f) shall have occurred and be continuing; and

(b) no Subsidiary shall be designated as an Unrestricted Subsidiary if such Subsidiary owns (directly or indirectly) any Capital Stock or Indebtedness of, or holds any Liens on any property of, the Parent Guarantor or any of its Restricted Subsidiary that is not a Subsidiary of the Subsidiary to be so designated.

The Parent Guarantor shall only be permitted to designate an Unrestricted Subsidiary as a Restricted Subsidiary so long as immediately after such designation, no Event of Default under Subsection 9.1(a) or 9.1(f) shall have occurred and be continuing.

The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time and, in each case, shall be subject to the terms of Section 8 hereof and Subsections 5.5.1 and 5.5.2 of the Guarantee and Collateral Agreement.

“Unsecured Indebtedness”: (i) with respect to the Parent Guarantor and its Restricted Subsidiaries other than the Parent Borrower and the Subsidiary Guarantors, Indebtedness that is not secured by a Lien on Collateral of any Loan Party, and (ii) with respect

to the Parent Borrower and the Subsidiary Guarantors, Indebtedness that is not secured by any Lien.

“Vendor Financings”: Indebtedness incurred by the Parent Borrower or a Restricted Subsidiary of the Parent Borrower to a vendor of aircraft and rotables and other aircraft parts in connection with the purchase of such aircraft, rotables or other aircraft parts from such vendor.

“Voting Stock”: as to any entity, all classes of Capital Stock of such entity then outstanding and normally entitled to vote in the election of directors or all interests in such entity with the ability to control the management or actions of such entity.

“Wholly Owned Subsidiary”: as to any Person, any Subsidiary of such Person of which such Person owns, directly or indirectly through one or more Wholly Owned Subsidiaries, all of the Capital Stock of such Subsidiary other than directors qualifying shares or shares held by nominees.

“Write-down and Conversion Powers”: with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Subsection 1.2 Other Definitional and Interpretive Provisions. Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in any Notes, any other Loan Document or any certificate or other document made or delivered pursuant hereto.

(a) As used herein and in any Notes and any other Loan Document, and any certificate or other document made or delivered pursuant hereto or thereto, accounting terms relating to the Parent Guarantor and its Restricted Subsidiaries not defined in Subsection 1.1 and accounting terms partly defined in Subsection 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. Any reference herein to any Person shall be construed to include such Person’s successors and assigns permitted hereunder.

(c) Any financial ratios required to be maintained pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (rounding up if there is no nearest number).

(d) Any references in this Agreement to “cash and/or Cash Equivalents”, “cash, Cash Equivalents and/or Temporary Cash Investments” or any similar combination of the foregoing shall be construed as not double counting cash or any other applicable amount which would otherwise be duplicated therein.

(e) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(f) [Reserved].

(g) In connection with any action being taken in connection with a Limited Condition Acquisition, for purposes of determining compliance with any provision of this Agreement which requires that no Default, Event of Default or Specified Default, as applicable, has occurred, is continuing or would result from any such action, as applicable, such condition shall, at the option of the Borrower Representative, be deemed satisfied, so long as no Default, Event of Default or Specified Default, as applicable, exists on the date the definitive agreements for such Limited Condition Acquisition are entered into. For the avoidance of doubt, if the Borrower Representative has exercised its option under the first sentence of this clause (g), and any Default or Event of Default occurs following the date the definitive agreements for the applicable Limited Condition Acquisition were entered into and prior to the consummation of such Limited Condition Acquisition, any such Default or Event of Default shall be deemed to not have occurred or be continuing for purposes of determining whether any action being taken in connection with such Limited Condition Acquisition is permitted hereunder.

(h) In connection with any action being taken in connection with a Limited Condition Acquisition, for purposes of testing baskets set forth in this Agreement (including baskets measured as a percentage of Consolidated Total Assets), at the option of the Borrower Representative (the Borrower Representative’s election to exercise such option in connection with any Limited Condition Acquisition, an “LCA Election”), the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive agreements for such Limited Condition Acquisition are entered into (the “LCA Test Date”), and if, after giving pro forma effect to the Limited Condition Acquisition and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they had occurred at the beginning of the most recent four consecutive fiscal quarters ending prior to the LCA Test Date for which consolidated financial statements of the Parent Guarantor are available, the Parent Guarantor could have taken such action on the relevant LCA Test Date in compliance with such ratio or basket, such ratio or basket shall be deemed to have been complied with. For the avoidance of doubt, if the Borrower Representative has made an LCA Election and any of the ratios or baskets for which compliance was determined or tested as of the LCA Test Date are exceeded as a result of fluctuations in any such ratio or basket, including due to fluctuations in Consolidated Total Assets of the Parent Guarantor or the Person subject to such Limited Condition Acquisition, at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations. If the Borrower Representative has made an LCA Election for any Limited Condition Acquisition, in connection with the calculation of any ratio or basket availability with respect to the incurrence of Indebtedness or Liens, or the making of Restricted Payments, Asset Sales, mergers, the conveyance, lease or other transfer of all or substantially all

of the assets of the Parent Guarantor or the designation of an Unrestricted Subsidiary on or following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Acquisition is consummated or the definitive agreement for such Limited Condition Acquisition is terminated, any such ratio or basket shall be calculated on a pro forma basis assuming such Limited Condition Acquisition and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated.

(i) ~~(x)~~ Subject to Subsections 4.4, 8.2 and 8.5 but notwithstanding anything else in any Loan Document to the contrary, no provision of any Loan Document shall prohibit any action, or any aspect thereof, by any of the Affiliate Guarantors, the Loan Parties or any group of such members to sell, transfer, lease, lend or otherwise dispose of its business, in whole or in part, change any aspect or nature thereof or otherwise accomplish group restructuring or reorganization, either as a general matter or of a particular type or under certain circumstances, nor shall the consent of any Lender be required in connection therewith, and ~~(y)~~ for the purpose of the carve-outs from Subsection 8.3 and the definition of Permitted Acquisitions, any future investment to be made on terms that are substantially similar to (or more favorable to the Lenders than) the investment in the Affiliate Guarantors, the Loan Parties or their respective affiliates by the Plan Sponsors on or around the Closing Date, shall be deemed a capital contribution in respect of common equity.

## SECTION 2. Amount and Terms of Loans

Subsection 2.1 Loans. (a) The Borrowers and Lenders hereby agree that the aggregate principal amount of the Prior Revolving Loans outstanding immediately prior to the Closing Date is hereby restructured converted into Loans in the aggregate principal amount of \$52,000,000 outstanding as of the Closing Date. On the Closing Date, the Prior Loans shall be deemed repaid from proceeds of the Loans in a cashless exchange. Amounts repaid or prepaid on the Loans may not be reborrowed. The Loans shall be denominated in Dollars.

(b) Upon the terms and conditions of this Agreement, each Lender shall be bound by the conversion of its Prior Revolving Loans into the Loans and the Borrowers will be liable for the Loans as so converted. Accordingly, to the extent necessary to implement the terms and provisions of this Agreement, the Prior Credit Agreement is ratified and reaffirmed in respect of the Obligations in respect of the Loans and other Obligations under this Agreement.

(c) Each Borrower agrees that, upon the request to the Administrative Agent by any Lender made on or prior to the Closing Date or in connection with any assignment pursuant to Subsection 11.6(b), in order to evidence such Lender's Loans, such Borrower will execute and deliver to such Lender a promissory note substantially in the form of Exhibit A hereto (each, as amended, supplemented, replaced or otherwise modified from time to time, a "Note"), with appropriate insertions as to payee, date and principal amount, payable to such Lender and in a principal amount equal to the aggregate unpaid principal amount of all Loans made by such Lender to such Borrower. Each Note shall (i) be dated the Closing Date, (ii) be stated to mature on the Termination Date and (iii) provide for the payment of interest in accordance with Subsection 4.1.



Subsection 2.2 [Reserved].

Subsection 2.3 [Reserved].

Subsection 2.4 [Reserved].

Subsection 2.5 Repayment of Loans. (a) Borrowers shall pay to the Administrative Agent, for the account of the Lenders, a monthly payment in respect of the Initial Loans comprising amortization and interest (accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment) equal to \$633,842.00 on or before the fifth (5th) Business Day of each calendar month, in arrears, with the remaining balance due on the Termination Date, or if, in each case, any such date is not a Business Day, on the immediately preceding Business Day (each such date, a "Loan Repayment Date"). To the extent not previously paid, all Loans shall be due and payable on the Termination Date (or such earlier date on which the Loans become due and payable pursuant to Section 9). The amortization schedule in respect of each Tranche of Initial Loans is set forth on Schedule 2.5(a):

Notwithstanding the foregoing, all amounts set forth in this Subsection 2.5(a) and Schedule 2.5(a) are subject to revision as provided in Subsection 4.4(d) and Schedule 4.4(d).

(b) Each Borrower hereby unconditionally promises to pay to the Administrative Agent the Loans for the account of each Lender the then unpaid principal amount of each Loan of such Lender made to such Borrower, on the Termination Date (or such earlier date on which the Loans become due and payable pursuant to Section 9). Each Borrower hereby further agrees to pay interest on the unpaid principal amount of such Loans from time to time outstanding from the date hereof until payment in full thereof at the rates per annum, and on the dates, set forth in Subsection 4.1.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of each of the Borrowers to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(d) The Administrative Agent shall maintain the Register pursuant to Subsection 11.6(b), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from each of the Borrowers to each applicable Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from each of the Borrowers and each applicable Lender's share thereof.

(e) The entries made in the Register and the accounts of each Lender maintained pursuant to Subsection 2.5(c) shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of each of the Borrowers therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of any Borrower to repay (with applicable interest) the Loans made to such Borrower by such Lender in accordance with the terms of this Agreement.

Subsection 2.6 Incremental Facilities. (a) So long as no Specified Default exists or would arise therefrom, the Borrower Representative shall have the right, at any time and from time to time after the Closing Date, to request an increase of the aggregate amount of the then outstanding Loans or one or more additional tranches of term loans (the “Incremental Loans” and collectively, the “Incremental Facilities” and each, an “Incremental Facility”). Notwithstanding anything to contrary herein, the principal amount of any Incremental Facility shall not exceed the Available Incremental Amount at such time. The Borrower Representative may seek to obtain Incremental Facilities from existing Lenders or other Persons, as applicable (each an “Incremental Facility Increase,” and each Person extending, or Lender extending, Incremental Facilities, an “Additional Lender”), provided, however, that (i) no Lender shall be obligated to provide an Incremental Facility Increase as a result of any such request by the Borrower Representative, and (ii) any Additional Lender which is not an existing Lender shall be subject to the approval of, the Administrative Agent (such approval not to be unreasonably withheld, conditioned or delayed). Each Incremental Facility Increase shall be in a minimum aggregate amount of at least \$5,000,000 and in integral multiples of \$5,000,000 in excess thereof (in the case of Incremental Facilities denominated in Dollars), in a minimum aggregate amount of at least €5,000,000 and in integral multiples of €5,000,000 in excess thereof (in the case of Incremental Facilities denominated in Euro) or in a minimum aggregate amount of at least the Dollar Equivalent of \$5,000,000 and in integral multiples of at least the Dollar Equivalent of \$5,000,000 in excess thereof (in the case of Incremental Facilities denominated in a Designated Foreign Currency other than Euro) (or, in each case, in such lower minimum amounts or multiples as agreed to by the Administrative Agent in its reasonable discretion). Any Incremental Facility Increase may be denominated in Dollars or any Designated Foreign Currency.

(b) Any Incremental Loans (A) shall not be secured by any Lien on the Restructured Aircraft Collateral, (B) shall not have any borrower other than a Borrower and shall not be guaranteed by any Subsidiary of the Parent other than the Guarantors and the Affiliate Guarantors and shall rank *pari passu* (or, at the option of the Borrower Representative, junior) in right of (x) priority with respect to the Collateral (other than Restructured Aircraft Collateral) and (y) payment with respect to the Loans and any existing Incremental Loans, (C) shall not have a final maturity that is earlier than the Termination Date, (D) shall not amortize at a rate greater than 1.0% per annum, (E) subject to Subsection 4.4(e), for purposes of prepayments, shall be treated no more favorably than the Loans, (F) may not be secured by any Collateral or other assets of any Loan Party that do not also secure the Loans and (G) shall otherwise be on terms as are reasonably satisfactory to the Administrative Agent; provided that all payments in respect of Incremental Loans pursuant to clause “fourth” of Subsection 10.15 shall be made pursuant to subclause (y)(A), rather than clause (x), thereof.

(c) No Incremental Facility shall become effective unless and until each of the following conditions have been satisfied:

(i) The Borrower Representative, the Administrative Agent, and any Additional Lender shall have executed and delivered a joinder to the Loan Documents (“Lender Joinder Agreement”) in substantially the form of Exhibit J hereto;

(ii) The Borrowers shall have paid such fees and other compensation to the Additional Lenders and to the Administrative Agent as the Borrower Representative, the Administrative Agent and such Additional Lenders shall agree;

(iii) The Borrower Representative shall deliver to the Administrative Agent and the Lenders an opinion or opinions, in form and substance reasonably satisfactory to the Administrative Agent from counsel to the Borrower Representative reasonably satisfactory to the Administrative Agent and dated such date;

(iv) A Note (to the extent requested) will be issued at the applicable Borrowers' expense, to each such Additional Lender, to be in conformity with requirements of Subsection 2.1(d) (with appropriate modification) to the extent necessary to reflect the new Loans of each Additional Lender;

(v) The Borrower Representative shall deliver a certificate certifying that (A) the representations and warranties made by the Parent Borrower and its Restricted Subsidiaries contained herein and in the other Loan Documents are true and correct in all material respects on and as of the Incremental Facility Closing Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and (B) no Specified Default has occurred and is continuing; and

(vi) The applicable Borrowers and Additional Lenders shall have delivered such other instruments, documents and agreements as the Administrative Agent may reasonably have requested in order to effectuate the documentation of the foregoing.

(d) In the case of any Incremental Facility, the Administrative Agent, the Additional Lenders and the Borrowers agree to enter into any amendment required to incorporate the addition of the Incremental Facilities, the pricing of the Incremental Facilities, the maturity date of the Incremental Facilities and such other amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrowers in connection therewith. The Lenders hereby irrevocably authorize the Administrative Agent to enter into such amendments.

(e) In connection with the Incremental Facility Increases hereunder, the Lenders and the Borrowers agree that, notwithstanding anything to the contrary in this Agreement, any Lender Joinder Agreement being executed and delivered to effect any such Incremental Facility Increase may, to the extent necessary or advisable in the good faith determination of the Borrower Representative and the Administrative Agent, provide for variances from the terms of the Tranche of Loans being increased in order for the Loans provided by such Incremental Facility Increase to be fungible with the existing Loans of such Tranche, as applicable.

Subsection 2.7 Refinancing Amendments. (a) So long as no Specified Default exists or would arise therefrom, at any time after the Closing Date, the Borrowers may obtain, from any Lender, any Additional Lender or any other Person, Credit Agreement Refinancing Indebtedness in respect of the Facility (which for purposes of this clause (a) will be deemed to include any

then outstanding (x) Other Loans or (y) Incremental Loans) in the form of one or more Other Loans or Other ABL Term Commitments, in each case pursuant to a Refinancing Amendment. Each Tranche of Credit Agreement Refinancing Indebtedness incurred under this Subsection 2.7 shall be (x) in a minimum aggregate amount of \$5,000,000 and in integral multiples of \$5,000,000 in excess thereof (in the case of Other Loans denominated in Dollars), or (y) in a minimum aggregate amount of €5,000,000 and in integral multiples of €5,000,000 in excess thereof (in the case of Other Loans denominated in Euro) or (z) in a minimum aggregate amount of at least the Dollar Equivalent of \$5,000,000 and in integral multiples of at least the Dollar Equivalent of \$5,000,000 in excess thereof (in the case of Other Loans denominated in a Designated Foreign Currency other than Euro) (or, in each case, in such lower minimum amounts or multiples as agreed to by the Administrative Agent in its reasonable discretion). Any Credit Agreement Refinancing Indebtedness incurred under this Subsection 2.7 (A) shall not be secured by any Lien on the Restructured Aircraft Collateral, and (B) subject to Subsection 4.4(e), for purposes of prepayments, shall be treated no more favorably than the Loans.

(b) The effectiveness of any Refinancing Amendment shall be subject to, to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of legal opinions, board resolutions, officers' certificates and/or reaffirmation agreements consistent with those delivered on the Closing Date under Subsection 6.1 (other than changes to such legal opinions resulting from a change in law, change in fact or change to counsel's form of opinion).

(c) The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Credit Agreement Refinancing Indebtedness incurred pursuant thereto (including any amendments necessary to treat the Loans as Other Loans). The Lenders hereby irrevocably authorize the Administrative Agent to enter into any Refinancing Amendment to effect such amendments to this Agreement and the other Loan Documents and such technical amendments as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower Representative, to effect the provisions of this Subsection 2.7.

Subsection 2.8 Extension of Commitments. (a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an "Extension Offer") made from time to time by the Borrower Representative to all Lenders of Loans with a like maturity date, on a pro rata basis (based on the aggregate outstanding principal amount of the applicable Loans) and on the same terms to each such Lender, the Borrowers are hereby permitted to consummate from time to time transactions with individual Lenders that accept the terms contained in such Extension Offers to extend the maturity date of each such Lender's Loans, and otherwise modify the terms of such Loans pursuant to the terms of the relevant Extension Offer (including by increasing the interest rate or fees payable in respect of, or changing the amortization or prepayment provisions of, such Loans) (each, an "Extension", and each group of Loans, as so extended, as well as the original Loans (not so extended), being a "tranche"; any Extended Loans shall constitute a separate tranche of Loans from the tranche of Loans from which they were converted), so long as the following terms are satisfied: (i) except as to interest rates, fees, final maturity, amortization and prepayment provisions (which shall be determined by

the Borrower Representative and set forth in the relevant Extension Offer), the Loans of any Lender that agrees to an extension with respect to such Loans (an “Extending Lender”) pursuant to an Extension (“Extended Loans”) shall have the same terms as the original Loans; provided that the Extended Loans (A) shall not be secured by any Lien on the Restructured Aircraft Collateral, and (B) subject to Subsection 4.4(e), for purposes of prepayments, shall be treated no more favorably than the Loans; provided further that all payments in respect of Extended Loans pursuant to clause “fourth” of Subsection 10.15 shall be made pursuant to subclause (y)(A), rather than clause (x), thereof and (ii) any applicable Minimum Extension Condition shall be satisfied unless waived by the Borrowers.

(b) With respect to all Extensions consummated by the Borrowers pursuant to this Subsection 2.8, (i) such Extensions shall not constitute optional or mandatory payments or prepayments for purposes of Subsection 4.4 and (ii) no Extension Offer is required to be in any minimum amount or any minimum increment, provided that the Borrower Representative may at its election specify as a condition (a “Minimum Extension Condition”) to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Borrower Representative’s sole discretion and which may be waived by the Borrower Representative) of Loans of any or all applicable Tranches be extended. The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Subsection 2.8 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Loans, on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including Subsections 4.4 and 4.8) or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Subsection 2.8.

(c) No consent of any Lender or the Administrative Agent shall be required to effectuate any Extension, other than the consent of each Lender agreeing to such Extension with respect to its Loans (or a portion thereof). All Extended Loans and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents that are secured by the Collateral (other than Restructured Aircraft Collateral) on a *pari passu* basis with all other applicable Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents with the Borrowers as may be necessary in order to establish new tranches or sub-tranches in respect of Loans so extended, permit the repayment of non-extending Loans on the Termination Date and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower Representative in connection therewith, in each case on terms consistent with this Subsection 2.8. Without limiting the foregoing, in connection with any Extensions the respective Loan Parties shall (at their expense) amend (and the Administrative Agent is hereby directed to amend) any Helicopter Mortgage that has a maturity date prior to the then latest maturity date so that such maturity date is extended to the then latest maturity date (or such later date as may be advised by local counsel to the Administrative Agent).

(d) In connection with any Extension, the Borrower Representative shall provide the Administrative Agent at least five Business Days’ (or such shorter period as may be agreed by the Administrative Agent in its reasonable discretion) prior written notice thereof, and shall agree to such procedures (including regarding timing, rounding and other adjustments and



to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Subsection 2.8.

(e) Following any Extension, with the consent of the Borrower Representative, any Non-Extending Lender may elect to have all or a portion of its existing Loans deemed to be an Extended Loan under the applicable extended tranche on any date (each date a “Designation Date”) prior to the maturity date or termination date, as applicable, of such extended tranche; provided that (i) such Lender shall have provided written notice to the Borrower Representative and the Administrative Agent at least 10 Business Days prior to such Designation Date (or such shorter period as the Administrative Agent may agree in its reasonable discretion) and (ii) no more than three Designation Dates may occur in any one-year period without the written consent of the Administrative Agent. Following a Designation Date, the existing Loans held by such Lender so elected to be extended will be deemed to be an Extended Loan, and any existing Loans held by such Lender not elected to be extended, if any, shall continue to be existing Loans.

### SECTION 3. [Reserved]

### SECTION 4. General Provisions Applicable to Loans

Subsection 4.1 Interest Rates and Payment Dates. (a) Commencing on the Closing Date, each Loan shall bear interest for each day that it is outstanding at a rate per annum equal to 4.0%.

(b) If all or a portion of (i) the principal amount of any Loan, (ii) any interest payable thereon or (iii) any other amount payable hereunder shall not be paid when due (whether at the Stated Maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum which is (x) in the case of overdue principal, the rate that would otherwise be applicable thereto pursuant to clause (a) of this Subsection 4.1 plus 2.0%, (y) in the case of overdue interest, the rate that would be otherwise applicable to principal of the Loan pursuant to clause (a) of this Subsection 4.1 plus 2.0% and (z) in the case of, fees or other amounts, the rate that would be otherwise applicable to principal of the Loan pursuant to clause (a) of this Subsection 4.1 plus 2.0%, in each case from the date of such nonpayment until such amount is paid in full (as well after as before any judgment relating thereto).

(c) Interest shall be payable as set forth in Subsection 2.5, provided that interest accruing pursuant to clause (b) of this Subsection 4.1 shall be payable from time to time on demand exercised in accordance with Subsection 9.2.

(d) It is the intention of the parties hereto to comply strictly with applicable usury laws; accordingly, it is stipulated and agreed that the aggregate of all amounts which constitute interest under applicable usury laws, whether contracted for, charged, taken, reserved, or received, in connection with the indebtedness evidenced by this Agreement or any Notes, or any other document relating or referring hereto or thereto, now or hereafter existing, shall never exceed under any circumstance whatsoever the maximum amount of interest allowed by applicable usury laws.

Subsection 4.2 [Reserved].

Subsection 4.3 [Reserved].

Subsection 4.4 Optional and Mandatory Prepayments. (a) Each of the Borrowers may at any time and from time to time prepay the Loans made to it, in whole or in part, without premium or penalty, upon notice by the Borrower Representative to the Administrative Agent prior to 2:00 P.M., New York City time at least three days (or such shorter period as may be agreed by the Administrative Agent in its reasonable discretion) prior to the date of prepayment. Such notice shall be irrevocable, except that any such notice of prepayment delivered by the Borrower Representative may state that such notice is conditioned upon the occurrence or non-occurrence of any event specified therein (including the effectiveness of other credit facilities), in which case such notice may be revoked by the Borrower Representative (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Such notice shall specify, in the case of any prepayment of Loans, the date and amount of prepayment. Upon the receipt of any such notice the Administrative Agent shall promptly notify each affected Lender thereof. If any such notice is given, the amount specified in such notice shall (subject to Subsection 4.4(e)) be due and payable on the date specified therein, the Loans pursuant to this Section and shall be applied to payment of the Loans then outstanding. Partial prepayments pursuant to this Subsection 4.4(a) shall be in multiples of \$100,000 (in the case of Loans outstanding in Dollars), €100,000 (in the case of Loans outstanding in Euro) or the Dollar Equivalent of at least \$100,000 (in the case of Loans outstanding in a Designated Foreign Currency other than Euro), as applicable; provided that, notwithstanding the foregoing, any Loan may be prepaid in its entirety.

(b) On the date of any Asset Sale of all or substantially all of any entire Restructured Aircraft, the Borrowers shall make prepayments of the Initial Loans in an aggregate amount that is the greater of (A) the Gross Proceeds of such Asset Sale and (B) the outstanding principal balance of the Tranche of Initial Loans associated with such Restructured Aircraft and applied first to the portion of the Tranche of Initial Loan relating to such Restructured Aircraft until paid in full and second pro rata to the remaining portion of the Tranches of Initial Loans associated with all other Restructured Aircraft.

(c) Not later than five Business Days following the receipt by the Affiliate Guarantors or the Loan Parties of payment from the relevant insurers of a final settlement of insurance proceeds of any Recovery Event in respect to any total loss (actual or constructive) of any entire Restructured Aircraft, the Borrowers shall make prepayments of the Initial Loans in an aggregate amount equal to the Gross Proceeds of such Recovery Event, but not to exceed 110% of the then outstanding principal balance of the Tranche of Initial Loans associated with the Restructured Aircraft that is the subject of the Recovery Event and applied first to the portion of the Tranche of Initial Loan relating to such Restructured Aircraft until paid in full and second pro rata to the remaining portion of the Tranches of Initial Loans associated with all other Restructured Aircraft.

(d) In the case of partial prepayment of Initial Loans pursuant to Subsection 4.4(b) or 4.4(c), the amounts of the monthly payments in respect of Initial Loans set forth in Subsection 2.5(a) and the resulting balloon payment in respect of Initial Loans due at the

Termination Date shall be recalculated based on a revised amortization schedule reflecting the then outstanding principal balance of the Initial Loans (after giving effect to such partial prepayment) using the parameters set forth in Schedule 4.4(d), including maintaining the Termination Date as in effect immediately prior to such prepayment and basing the recalculated amortization schedule on the period of time remaining until the eighth anniversary of the Closing Date.

(e) Subject to Subsection 11.1(a)(vii), but otherwise notwithstanding any other provision the contrary herein, this Subsection 4.4 may be amended (and the Lenders hereby irrevocably authorize the Administrative Agent to enter into any such amendments) to the extent necessary to reflect differing amounts payable, and priorities of payments, to Lenders participating in any new classes or tranches of Loans added pursuant to Subsections 2.6, 2.7 and 2.8, as applicable; provided that no classes or tranches of Loans other than the Initial Loans shall receive any prepayment from the proceeds of an Asset Sale described in Subsection 4.4(b) or Recovery Event described in Subsection 4.4(c) until the Initial Loans have been paid in full.

Subsection 4.5      [Reserved].

Subsection 4.6      Computation of Interest and Fees. Interest shall be calculated on the basis of a 365-day year (or 366-day year, as the case may be) for the actual days elapsed.

Subsection 4.7      [Reserved].

Subsection 4.8      Pro Rata Treatment and Payments. Except as expressly otherwise provided herein, each borrowing of Loans by any of the applicable Borrowers from the Lenders hereunder shall be made and any reduction of the Loans of the Lenders, as applicable, shall be allocated by the Administrative Agent in each case pro rata according to the Commitment Percentages of the Lenders. Except as expressly otherwise provided herein, each payment (including each prepayment (but excluding payments made pursuant to Subsection 2.6, 2.7, 2.8, 4.10, 4.13(d), 4.15(c), or 11.1(g))) by any of the applicable Borrowers on account of principal of and interest on any Loans shall be allocated by the Administrative Agent pro rata according to the respective outstanding principal amounts of such Loans then held by the relevant Lenders. All payments (including prepayments) to be made by any of the Borrowers hereunder, whether on account of principal, interest, fees or otherwise, shall be made without set-off or counterclaim and shall be made on or prior to the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 2:00 P.M., New York City time (or such later time as may be agreed by the Administrative Agent in its reasonable discretion)) on the due date thereof to the Administrative Agent for the account of the Lenders holding the relevant Loans, the Lenders, the Administrative Agent, as the case may be, at the Administrative Agent's office specified in Subsection 11.2, in the same currency as the Loan being repaid and in immediately available funds. Payments received by the Administrative Agent after such time shall be deemed to have been received on the next Business Day. The Administrative Agent shall distribute such payments to such Lenders if any such payment is received prior to 2:00 P.M., New York City time, on a Business Day, in like funds as received prior to the end of such Business Day and otherwise the Administrative Agent shall distribute such payment to such Lenders on the next succeeding Business Day. If any payment hereunder becomes due and payable on a day other than a Business Day, the maturity of such payment shall



be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Subject to Subsection 11.1(a)(vii), but otherwise notwithstanding any other provision the contrary herein, Subsection 4.8(a) may be amended in accordance with Subsection 11.1(d) to the extent necessary to reflect differing amounts payable, and priorities of payments, to Lenders participating in any new Tranches added pursuant to Subsections 2.6, 2.7 and 2.8, as applicable; provided that no classes or tranches of Loans other than the Initial Loans shall receive any prepayment from the proceeds of an Asset Sale described in Subsection 4.4(b) or Recovery Event described in Subsection 4.4(c) until the Initial Loans have been paid in full.

Subsection 4.9      [Reserved].

Subsection 4.10      Requirements of Law. (a) [reserved].

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or liquidity or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy or liquidity (whether or not having the force of law) from any Governmental Authority, in each case, made subsequent to the Closing Date, does or shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of such Lender's obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, within 10 Business Days after submission by such Lender to the Borrower Representative (through the Administrative Agent) of a written request therefor certifying (x) that one of the events described in this clause (b) has occurred and describing in reasonable detail the nature of such event, (y) as to the reduction of the rate of return on capital resulting from such event and (z) as to the additional amount or amounts demanded by such Lender or corporation and a reasonably detailed explanation of the calculation thereof, the applicable Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or corporation for such reduction. Such a certificate as to any additional amounts payable pursuant to this Subsection 4.10(b) submitted by such Lender, through the Administrative Agent, to the Borrower Representative shall be conclusive in the absence of manifest error. Notwithstanding anything to the contrary in this Subsection 4.10(b), the Borrowers shall not be required to compensate a Lender (i) pursuant to this Subsection 4.10(b) for any amounts incurred more than six months prior to the date that such Lender notifies the Borrower Representative of such Lender's intention to claim compensation therefor (except that, if the adoption of or change in any Requirement of Law or in the interpretation or application thereof giving rise to such increased costs or reductions is retroactive, then provided such Lender shall, within six months of such adoption, change, interpretation or application, have notified the Borrower Representative of such Lender's intention to claim compensation therefor, the six-month period first referred to in this sentence shall be extended to include the period of retroactive effect thereof) and (ii) for any increased costs, if such Lender is applying this provision to the Borrowers in a manner that is inconsistent with its application of "increased cost" or other similar provisions under other credit agreements to similarly situated borrowers. This covenant

shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Subsection 4.11 Taxes. (a) Except as provided below in this Subsection 4.11 or as required by law (which, for purposes of this Subsection 4.11, shall include FATCA), all payments made by the Borrowers or the Agents under this Agreement and any Notes shall be made without deduction or withholding for or on account of any Taxes. Whenever any Non-Excluded Taxes are payable by any Borrower with respect to a Lender or Agent, as soon as practicable thereafter the Borrower Representative shall send to the Administrative Agent for its own account or for the account of the respective Lender or Agent, as the case may be, a certified copy of an original official receipt received by such Borrower showing payment thereof or other evidence of such payment reasonably satisfactory to the Administrative Agent. The agreements in this Subsection 4.11 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(b) If any Agent or any Lender is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Agreement, such Agent or such Lender shall deliver to the Borrower Representative and the Administrative Agent, at the time or times reasonably requested by the Borrower Representative or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Representative or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Agent or any Lender, if reasonably requested by the Borrower Representative or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower Representative or the Administrative Agent as will enable the Borrower Representative or the Administrative Agent to determine whether or not such Lender is subject to withholding or information reporting requirements. Each Lender and each Agent agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower Representative and the Administrative Agent in writing of its legal inability to do so.

(c) If a payment made to a Lender or Agent under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender or Agent were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender or Agent shall deliver to the Borrower Representative and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower Representative or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower Representative or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender or Agent has complied with such Lender's or Agent's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (c), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Subsection 4.12 [Reserved].

Subsection 4.13 Certain Rules Relating to the Payment of Additional Amounts.

(a) [Reserved].

(b) If a Lender changes its applicable lending office (other than (i) pursuant to clause (c) below or (ii) after an Event of Default under Subsection 9.1(a) or 9.1(f) has occurred and is continuing) and the effect of such change, as of the date of such change, would be to cause any of the Borrowers to become obligated to pay any additional amount under Subsection 4.10, such Borrower shall not be obligated to pay such additional amount.

(c) If a condition or an event occurs which would, or would upon the passage of time or giving of notice, result in the payment of any additional amount to any Lender or Agent by any of the Borrowers pursuant to Subsection 4.10 such Lender or Agent shall promptly notify the Borrower Representative and the Administrative Agent and shall take such steps as may reasonably be available to it to mitigate the effects of such condition or event (which shall include efforts to rebook the Loans held by such Lender at another lending office, or through another branch or an affiliate, of such Lender); provided that such Lender or Agent shall not be required to take any step that, in its reasonable judgment, would be materially disadvantageous to its business or operations or would require it to incur additional costs (unless the Borrowers agree to reimburse such Lender or Agent for the reasonable incremental out-of-pocket costs thereof).

(d) If any of the Borrowers shall become obligated to pay additional amounts pursuant to Subsection 4.10 and any affected Lender shall not have promptly taken steps necessary to avoid the need for payments under Subsection 4.10, the Borrower Representative shall have the right, for so long as such obligation remains, (i) with the assistance of the Administrative Agent to seek one or more substitute Lenders reasonably satisfactory to the Administrative Agent and the Borrower Representative to purchase the affected Loan, in whole or in part, at an aggregate price no less than such Loan's principal amount plus accrued interest, and assume the affected obligations under this Agreement, or (ii) so long as no Event of Default under Subsection 9.1(a) or 9.1(f) then exists or will exist immediately after giving effect to the respective prepayment, upon notice to the Administrative Agent to prepay the affected Loan, in whole or in part, without premium or penalty. In the case of the substitution of a Lender, then, the Borrower Representative, any other applicable Borrower, the Administrative Agent, the affected Lender, and any substitute Lender shall execute and deliver an appropriately completed Assignment and Acceptance pursuant to Subsection 11.6(b) to effect the assignment of rights to, and the assumption of obligations by, the substitute Lender; provided that any fees required to be paid by Subsection 11.6(b) in connection with such assignment shall be paid by the Borrower Representative or the substitute Lender. In the case of a prepayment of an affected Loan, the amount specified in the notice shall be due and payable on the date specified therein, together with any accrued interest to such date on the amount prepaid. In the case of each of the substitution of a Lender and of the prepayment of an affected Loan, the applicable Borrower shall first pay the affected Lender any additional amounts owing under Subsection 4.10 (as well as any other amounts then due and owing to such Lender, including any amounts under this Subsection 4.13) prior to such substitution or prepayment. In the case of the substitution of a Lender pursuant to this Subsection 4.13(d) or Subsection 4.15(c)(i), if the Lender being replaced does not execute and deliver to the Administrative Agent a duly completed Assignment and Acceptance and/or any other documentation necessary to reflect such replacement by the later of

(a) the date on which the assignee Lender executes and delivers such Assignment and Acceptance and/or such other documentation and (b) the date as of which all obligations of the Borrowers owing to such replaced Lender relating to the Loans and participations so assigned shall be paid in full by the assignee Lender and/or the Borrower Representative to such Lender being replaced, then the Lender being replaced shall be deemed to have executed and delivered such Assignment and Acceptance and/or such other documentation as of such date and the applicable Borrower shall be entitled (but not obligated) to execute and deliver such Assignment and Acceptance and/or such other documentation on behalf of such Lender.

(e) [Reserved].

(f) The obligations of any Agent, Lender or Participant under this Subsection 4.13 shall survive the termination of this Agreement and the payment of the Loans and all amounts payable hereunder.

Subsection 4.14 [Reserved].

Subsection 4.15 Defaulting Lenders. Notwithstanding anything contained in this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) [reserved];

(b) in determining the Required Lenders any Lender that at the time is a Defaulting Lender (and the Loans of such Defaulting Lender) shall be excluded and disregarded;

(c) the Borrower Representative shall have the right, at its sole expense and effort (i) to seek one or more Persons reasonably satisfactory to the Administrative Agent and the Borrower Representative to each become a substitute Lender and assume all or part of the Loans of any Defaulting Lender and the Borrower Representative, the Administrative Agent and any such substitute Lender shall execute and deliver, and such Defaulting Lender shall thereupon be deemed to have executed and delivered, an appropriately completed Assignment and Acceptance to effect such substitution or (ii) so long as no Event of Default under Subsection 9.1(a) or 9.1(f) then exists or will exist immediately after giving effect to the respective prepayment, upon notice to the Administrative Agent, to prepay the Loans of such Defaulting Lender, in whole or in part, without premium or penalty;

(d) any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant to Subsection 11.7) may, in lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a segregated non-interest bearing account and, subject to any applicable Requirements of Law, be applied at such time or times as may be determined by the Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, (ii) second, pro rata, to the payment of any amounts owing to the Borrowers or the Lenders as a result of any judgment of a court of

competent jurisdiction obtained by a Borrower or any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement and (iii) third, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if such payment is (x) a prepayment of the principal amount of any Loans in respect of which a Defaulting Lender has funded its participation obligations and (y) made at a time when the conditions set forth in Subsection 6.2 are satisfied, such payment shall be applied solely to prepay the Loans of all Non-Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans to any Defaulting Lender; and

(e) In the event that the Administrative Agent and the Borrower Representative each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then on such date such Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Commitment Percentage. The rights and remedies against a Defaulting Lender under this Subsection 4.15 are in addition to other rights and remedies that the Borrowers, the Administrative Agent, and the Non-Defaulting Lenders may have against such Defaulting Lender. The arrangements permitted or required by this Subsection 4.15 shall be permitted under this Agreement, notwithstanding any limitation on Liens or the pro rata sharing provisions or otherwise.

#### SECTION 5. Representations and Warranties

(I) To induce the Administrative Agent and each Lender to enter into this Agreement on the Closing Date, the Parent Guarantor with respect to itself and its wholly owned Restricted Subsidiaries, hereby represents and warrants, on the Closing Date that:

Subsection 5.1 Status. It is a corporation, company or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, except (other than with respect to the Borrowers), to the extent that the failure to be in good standing would not reasonably be expected to have a Material Adverse Effect.

Subsection 5.2 Non-Conflict. The execution and delivery by it of the Loan Documents to which it is a party, the consummation by it of the transactions contemplated in such Loan Documents and compliance with the terms and provisions of such Loan Documents are within its corporate power, do not and will not result in a violation of its constitutional documents as currently in effect, and do not and will not conflict with, or result in a breach of any term or provision of, or constitute a default under any material indenture, mortgage, or other agreement or instrument to which it is a party or by which it or any of its material properties is or may be bound; provided that it makes no representation or warranty in this paragraph with respect to the Prior Credit Agreement or the other Prior Loan Documents.

Subsection 5.3 Legal Validity. Each of the Loan Documents to which it is a party has been duly authorised by all necessary corporate action on its part and by the Bankruptcy Court and executed and delivered by it and constitutes its legal, valid and binding obligations, enforceable against it in accordance with their terms, except as their enforceability may be



limited by bankruptcy, liquidation, examinership, insolvency, reorganization and other laws of general application affecting the enforcement of creditors' rights and general principles of equity (regardless of whether such proceeding is considered a proceeding in equity or at law) and except, in the case of this Agreement, as limited by applicable laws that may affect the remedies provided in this Agreement but such limitations would not make such remedies inadequate for the practical realization of the rights and benefits intended to be provided thereby.

Subsection 5.4 Consents. It has received every material consent, approval or authorisation of, and has given every material notice to, the governmental authority in its country of incorporation having jurisdiction with respect to the execution, delivery or performance of the Loan Documents to which it is a party including all monetary and other obligations under such Loan Documents) that is required for it to execute and deliver the Loan Documents to which it is a party, and to perform the transactions contemplated by such Loan Documents, and each such consent, approval or authorisation is valid and is in full force and effect and has not been revoked; provided that it makes no representation or warranty in this paragraph as to (a) any consent, approval, authorisation, notice or any other action that may be required under or by any of the Prior Credit Agreement and the other Prior Loan Documents, including any filings, registrations and recordations as may be necessary or advisable with respect thereto under any applicable laws, (b) the order of the Bankruptcy Court approving the Settlement Agreement and the transaction contemplated thereunder, which has been obtained and is in full force and effect, or (c) any periodic renewals of the registration of any Restructured Aircraft with the aircraft registry it is currently registered on, the registration of the "international interests" that may be created under the Loan Documents pursuant to the Cape Town Treaty or any other consent, approval, authorisation, notice or any other action that may be required or allowed to be obtained, given, made or performed after the Closing Date.

(II) To induce the Parent Guarantor and each other Loan Party to enter into this Agreement and the other Loan Documents on the Closing Date, each of the Agents and the Lenders hereby represents and warrants, on the Closing Date that:

Subsection 5.5 Legal Validity. Each of the Loan Documents to which it is a party constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity.

Subsection 5.6 Liens. All Restructured Aircraft are free and clear of any Liens created by the Agents or the Lenders, as applicable, other than Liens created pursuant to the Loan Documents.

## SECTION 6. Conditions Precedent

Subsection 6.1 Conditions to Effectiveness. This Agreement shall become effective on the date on which the following conditions precedent shall have been satisfied or waived:

(a) Loan Documents. The Administrative Agent shall have received (or, in the case of Loan Parties other than the Borrowers, shall receive substantially concurrently with the satisfaction of the other conditions precedent set forth in this Subsection 6.1) the following Loan Documents, executed and delivered as required below:

(i) this Agreement, executed and delivered by a duly authorized officer, director or attorney of the Parent Guarantor, Holdings, the Parent Borrower, the Administrative Agent, the Collateral Agent and each Lender; and

(ii) the Omnibus Reaffirmation Agreement, reaffirming and amending the Guarantee and Collateral Agreement and the Guarantee Agreement and releasing the applicable Loan Parties from certain of the other Prior Loan Documents, executed and delivered by a duly authorized officer, director or attorney of the Parent Guarantor, Holdco, the Company, Holdings, the Parent Borrower, the Administrative Agent, the Collateral Agent and each Lender.

(b) [Reserved].

(c) [Reserved].

(d) [Reserved].

(e) [Reserved].

(f) [Reserved].

(g) Secretary's Certificates. The Administrative Agent shall have received a certificate from each of the Affiliate Guarantors and the Loan Parties, dated the Closing Date, with appropriate insertions and attachments of evidence of incumbency and the signature of authorized signatories, executed by a Responsible Officer and the Secretary or any Assistant Secretary or other authorized representative of such Affiliate Guarantor or Loan Party, as applicable.

(h) [Reserved].

(i) [Reserved].

(j) [Reserved].

(k) [Reserved].

(l) Restructuring and Other Transactions, etc.

(i) Confirmation Order. The Settlement Order shall have been entered and shall not have been stayed, vacated or reversed, or amended or modified in any manner unacceptable to the Agents, the Lenders, the Affiliate Guarantors or the Loan Parties.

(ii)

Consummation of Plan. Substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of the Chapter 11 Plan shall have occurred or will occur substantially contemporaneously with the Closing Date;

or

Plan Effective. All conditions set forth in the Chapter 11 Plan have been satisfied or waived and the Chapter 11 Plan shall have become effective.

The delivery of executed counterparts to this Agreement by the Lenders hereunder shall conclusively be deemed to constitute an acknowledgement by the Administrative Agent and each Lender that each of the conditions precedent set forth in this Subsection 6.1 shall have been satisfied in accordance with its respective terms or shall have been irrevocably waived by such Person.

#### SECTION 7. Affirmative Covenants

From and after the Closing Date and until payment in full of the Loans and all other Obligations then due and owing to any Lender or any Agent hereunder (i) with respect to Subsections 7.1, 7.2, 7.3, 7.4, 7.5, 7.6(a), 7.8 and 7.11, the Parent Guarantor hereby agrees that it shall and shall cause each of its wholly owned Restricted Subsidiaries to, and (ii) with respect to Subsections 7.6(b) and 7.7 the Parent Borrower hereby agrees that it shall and shall cause each other Loan Party to:

Subsection 7.1 Financial Statements. Furnish to the Administrative Agent for delivery to each Lender (and the Administrative Agent agrees to make and so deliver such copies):

(a) as soon as available, but in any event not later than the 120<sup>th</sup> day following the end of each Fiscal Year of the Parent, a copy of the consolidated balance sheet of the Parent Guarantor as at the end of such year and the related consolidated statement of operations, consolidated statement of comprehensive income (loss), consolidated statement of cash flows and changes in shareholders' equity for such year, setting forth in each case, in comparative form, the figures for and as of the end of the previous year, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit (provided that such report may contain a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, (x) if such qualification or exception is related solely to (i) an upcoming maturity or termination date hereunder or (ii) any potential inability to satisfy any financial maintenance covenant included in any Indebtedness of the Parent or its Subsidiaries on a future date in a future period, or (y) from and after such time as none of the Parent and its Subsidiaries is subject to any other Indebtedness in an aggregate outstanding amount equal to or exceeding \$50,000,000 pursuant to which audited financial statements are required to be delivered free of a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit), by independent certified public accountants of nationally recognized standing (it being agreed that the furnishing of the Parent's or any Parent



Entity's annual report on Form 10-K for such year, as filed with the SEC, will satisfy the Parent Guarantor's obligation under this Subsection 7.1(a) with respect to such year);

(b) [reserved];

(c) [reserved]; and

(d) all such financial statements delivered pursuant to Subsection 7.1(a) to fairly present in all material respects the financial condition of the Parent and its Subsidiaries in conformity with GAAP and to be in reasonable detail and prepared in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods that began on or after the Closing Date.

Subsection 7.2 Certificates; Other Information. Furnish to the Administrative Agent for delivery to each Lender (and the Administrative Agent agrees to make and so deliver such copies):

(a) [reserved]; and

(b) concurrently with the delivery of the financial statements and reports referred to in Subsections 7.1(a), a certificate signed by a Responsible Officer of the Parent Guarantor in substantially the form of Exhibit H or such other form as may be agreed between the Parent Guarantor and the Administrative Agent (a "Compliance Certificate") stating that, to the best of such Responsible Officer's knowledge, each of the Parent Guarantor and its Restricted Subsidiaries during such period has observed or performed all of its covenants and other agreements, and satisfied every condition, contained in this Agreement or the other Loan Documents to which it is a party to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default, except, in each case, as specified in such certificate.

Documents required to be delivered pursuant to Subsection 7.1 or 7.2 may at the Parent Guarantor's option be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date on which the Parent Guarantor posts such documents, or provides a link thereto, on the Parent Guarantor's (or any Parent Entity's) website on the Internet at the website address listed on Schedule 7.2 (or such other website address as the Parent Guarantor may specify by written notice to the Administrative Agent from time to time), or (ii) on which such documents are posted on the Parent Guarantor's (or any Parent Entity's) behalf on an Internet or intranet website to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent). Following the electronic delivery of any such documents by posting such documents to a website in accordance with the preceding sentence (other than the posting by the Parent Guarantor of any such documents on any website maintained for or sponsored by the Administrative Agent), the Parent Guarantor shall promptly provide the Administrative Agent notice of such delivery (which notice may be by facsimile or electronic mail) and the electronic location at which such documents may be accessed; provided that, in the absence of bad faith, the failure to provide such prompt notice shall not constitute a Default hereunder.

Subsection 7.3 Payment of Taxes. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings diligently conducted and reserves in conformity with GAAP with respect thereto have been provided on the books of the Parent Guarantor or any of its Restricted Subsidiaries, as the case may be, or except to the extent that failure to do so, in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Subsection 7.4 Conduct of Business and Maintenance of Existence; Compliance with Contractual Obligations and Requirements of Law. Preserve, renew and keep in full force and effect its existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of the business of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole, except as otherwise permitted pursuant to Subsection 8.2 or 8.5; provided that the Parent Guarantor and its Restricted Subsidiaries shall not be required to maintain any such rights, privileges or franchises and the Parent Guarantor's Restricted Subsidiaries shall not be required to maintain such existence, if the failure to do so would not reasonably be expected to have a Material Adverse Effect; and comply with all Contractual Obligations and Requirements of Law except to the extent that failure to comply therewith, in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Subsection 7.5 Maintenance of Property; Insurance. (i) Keep all property necessary in the business of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole, in good working order and condition, except where failure to do so would not reasonably be expected to have a Material Adverse Effect, and cause each Engine removed from an Airframe of a Restructured Aircraft to be replaced with another Engine in a manner consistent with the ordinary course of its business; provided that, for the avoidance of doubt, and notwithstanding anything in any Loan Document to the contrary, during any period that a Restructured Aircraft is not operating in revenue service, the Borrowers and any operator of such Restructured Aircraft shall be permitted to store such Restructured Aircraft in accordance with any manufacturer-approved storage program and to keep Manuals and Technical Records at locations chosen by any Borrower or any operator of such Restructured Aircraft in accordance with its ordinary course of business and applicable legal requirements; (ii) use commercially reasonable efforts to maintain with financially sound and reputable insurance companies insurance on, or self-insure, all property material to the business of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole, in at least such amounts and against at least such risks (but including in any event public liability and damage) as are usually insured against in the same general area by companies engaged in the same or a similar business; provided that insurances shall be maintained in respect each Helicopter owned by a Qualified Loan Party for (x) hull insurance in an amount at least equal to 110% of the Tranche attributable to such Helicopter, (y) liability insurance denominated in Dollars (or the Dollar Equivalent thereof) for an amount not less than \$150,000,000 on a per occurrence basis and (z) war risk hull and liability insurance for each Helicopter in a manner consistent with the customary practices of any reputable international helicopter operator; (iii) furnish to the Administrative Agent, upon written request, a certificate of insurance; (iv) use commercially reasonable efforts to maintain property and liability policies that provide that in the event of any cancellation thereof during the term of the policy, either by the insured or by the insurance company, the insurance company shall provide to the secured party at least 30 days prior written notice thereof, or in the case of cancellation for non-payment

of premium, 30 days prior written notice thereof; (v) in the event of any material change in any of the property or liability policies referenced in the preceding clause (iv), use commercially reasonable efforts to provide the Administrative Agent with at least 30 days prior written notice thereof; and (vi) use commercially reasonable efforts to ensure that, subject to any applicable Intercreditor Agreement at all times, the Collateral Agent or the applicable Collateral Representative, in accordance with any applicable Intercreditor Agreement, for the benefit of the Secured Parties, shall be named as an additional insured with respect to liability policies maintained by each Borrower and each Subsidiary Guarantor and the Collateral Agent or the applicable Collateral Representative, in accordance with any applicable Intercreditor Agreement, for the benefit of the Secured Parties, in respect of any insurance proceeds payable in relation to a Total Loss of a Helicopter and in respect of an event of partial loss or damage over \$5,000,000 in respect of any other assets or property of the Borrower or Subsidiary Guarantor shall be named as loss payee, with respect to the property insurance maintained by each Borrower and each Subsidiary Guarantor; provided that, unless an Event of Default shall have occurred and be continuing, (A) except for such amounts as are subject to the mandatory prepayment provisions of Subsection 4.4(c), the Collateral Agent (at the instruction of the Administrative Agent) shall turn over to the Borrower Representative any amounts received by it as an additional insured or loss payee under any property insurance maintained by the Parent Borrower and its Subsidiaries, (B) the Collateral Agent agrees that the applicable Borrower and/or the applicable Subsidiary shall have the sole right to adjust or settle any claims under such insurance and (C) except for such amounts as are subject to the mandatory prepayment provisions of Subsection 4.4(c), all proceeds from a Recovery Event shall be paid to the Borrower Representative; and provided further that, in respect of the insurances for any Helicopter Equipment, to the extent that the provisions of AVN67B conflict with the provisions of clauses (iv) through (vi) of this Subsection 7.5, the provisions of AVN67B shall prevail and be deemed to satisfy the requirements of this Agreement (so long as it remains general industry practice to insure financed helicopters on the basis of AVN67B).

Subsection 7.6      Inspection of Property; Books and Records; Discussions. (a) (i) Keep proper books and records in a manner to allow financial statements to be prepared in conformity with GAAP consistently applied in respect of all material financial transactions and matters involving the material assets and business of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole; and (ii) permit representatives of the Administrative Agent to visit and inspect any of its properties and examine and, to the extent reasonable, make abstracts from any of its books and records and to discuss the business, operations, properties and financial and other condition of the Parent Guarantor and its Restricted Subsidiaries with officers of the Parent Guarantor and its Restricted Subsidiaries and with its independent certified public accountants, in each case at any reasonable time, upon reasonable notice, and as often as may reasonably be desired; provided that representatives of the Parent Guarantor may be present during any such visits, discussions and inspections.

(b)      Keep records of each Borrower's Helicopter Equipment. Upon the Administrative Agent's reasonable request, the Parent Borrower will provide a summary report (based on its customary methodology and, in form and substance, as prepared for its internal purposes) no more than once per year and at a time prepared by the Parent Borrower for its internal purposes in its ordinary course of business.

Notwithstanding anything to the contrary in this Subsection 7.6, none of the Parent Guarantor or any Restricted Subsidiary will be required to disclose, or permit the inspection or discussion of, any document, information or other matter (i) in respect of which disclosure to the Administrative Agent, the Collateral Agent or the Lenders (or their respective representatives) is prohibited by Law or any binding agreement or (ii) that is subject to attorney-client or similar privilege or constitutes attorney work product

Subsection 7.7      Notices. Promptly give notice to the Administrative Agent and each Lender of:

(a) as soon as possible after a Responsible Officer of the Parent Guarantor knows thereof, the occurrence of any Default or Event of Default;

(b) as soon as possible after a Responsible Officer of the Parent Guarantor knows thereof, any default or event of default under any Contractual Obligation of the Parent Guarantor or any of its Restricted Subsidiaries, other than as previously disclosed in writing to the Lenders, which would reasonably be expected to have a Material Adverse Effect;

(c) as soon as possible after a Responsible Officer of the Parent Guarantor knows thereof, any litigation, investigation or proceeding affecting the Parent Guarantor or any of its Restricted Subsidiaries that would reasonably be expected to have a Material Adverse Effect;

(d) as soon as possible after a Responsible Officer of the Parent Borrower knows thereof, the occurrence of any payment default under any agreement or document governing any financial Indebtedness of the Parent Guarantor and its Restricted Subsidiaries (excluding the Loans and any financial Indebtedness under or in connection with Helicopter leases) in an aggregate principal amount in excess of \$50,000,000;

(e) the following events, as soon as possible and in any event within 30 days after a Responsible Officer of the Parent Guarantor or any of its Restricted Subsidiaries knows thereof: (i) the occurrence or expected occurrence of any Reportable Event (or similar event) with respect to any Single Employer Plan (or Foreign Plan), a failure to make any required contribution to a Single Employer Plan, Multiemployer Plan or Foreign Plan, the creation of any Lien on the property of the Parent Guarantor or its Restricted Subsidiaries in favor of the PBGC, a Plan or a Foreign Plan or any withdrawal from, or the full or partial termination, ERISA Reorganization or Insolvency of, any Multiemployer Plan or Foreign Plan; or (ii) the institution of proceedings or the taking of any other formal action by the PBGC or the Parent Guarantor or any of its Restricted Subsidiaries or any Commonly Controlled Entity or any Multiemployer Plan which would reasonably be expected to result in the withdrawal from, or the termination, ERISA Reorganization or Insolvency of, any Single Employer Plan, Multiemployer Plan or Foreign Plan; provided, however, that no such notice will be required under clause (i) or (ii) above unless the event giving rise to such notice, when aggregated with all other such events under clause (i) or (ii) above, would be reasonably expected to result in a Material Adverse Effect;

(f) as soon as possible after a Responsible Officer of the Parent Guarantor knows thereof, (i) any release or discharge by the Parent Guarantor or any of its Restricted Subsidiaries of any Materials of Environmental Concern required to be reported under applicable Environmental Laws to any Governmental Authority, unless the Parent Guarantor reasonably determines that the total Environmental Costs arising out of such release or discharge would not reasonably be expected to have a Material Adverse Effect; (ii) any condition, circumstance, occurrence or event not previously disclosed in writing to the Administrative Agent that would reasonably be expected to result in liability or expense under applicable Environmental Laws, unless the Parent Guarantor reasonably determines that the total Environmental Costs arising out of such condition, circumstance, occurrence or event would not reasonably be expected to have a Material Adverse Effect, or would not reasonably be expected to result in the imposition of any lien or other material restriction on the title, ownership or transferability of any facilities and properties owned, leased or operated by the Parent Guarantor or any of its Restricted Subsidiaries that would reasonably be expected to result in a Material Adverse Effect; and (iii) any proposed action to be taken by the Parent Guarantor or any of its Restricted Subsidiaries that would reasonably be expected to subject the Parent Guarantor or any of its Restricted Subsidiaries to any material additional or different requirements or liabilities under Environmental Laws, unless the Parent Guarantor reasonably determines that the total Environmental Costs arising out of such proposed action would not reasonably be expected to have a Material Adverse Effect; and

(g) any loss, damage, or destruction to a significant portion of the Collateral, whether or not covered by insurance.

Each notice pursuant to this Subsection 7.7 shall be accompanied by a statement of a Responsible Officer of the Parent Guarantor (and, if applicable, the relevant Commonly Controlled Entity or Restricted Subsidiary) setting forth details of the occurrence referred to therein and stating what action the Parent Guarantor (or, if applicable, the relevant Commonly Controlled Entity or Restricted Subsidiary) proposes to take with respect thereto.

Subsection 7.8 Environmental Laws. (a) (i) Comply substantially with, and require substantial compliance by all tenants, subtenants, contractors, and invitees with, all applicable Environmental Laws; (ii) obtain, comply substantially with and maintain any and all Environmental Permits necessary for its operations as conducted and as planned; and (iii) require that all tenants, subtenants, contractors, and invitees obtain, comply substantially with and maintain any and all Environmental Permits necessary for their operations as conducted and as planned, with respect to any property leased or subleased from, or operated by the Parent Guarantor or its Restricted Subsidiaries. For purposes of this Subsection 7.8(a), noncompliance shall not constitute a breach of this covenant, provided that, upon learning of any actual or suspected noncompliance, the Parent Guarantor and any such affected Restricted Subsidiary shall promptly undertake and diligently pursue reasonable efforts, if any, to achieve compliance, and provided, further, that in any case such noncompliance would not reasonably be expected to have a Material Adverse Effect.

(b) Promptly comply, in all material respects, with all orders and directives of all Governmental Authorities regarding Environmental Laws, other than such orders or directives

(i) as to which the failure to comply would not reasonably be expected to result in a Material Adverse Effect or (ii) as to which: (x) appropriate reserves have been established in accordance with GAAP; (y) an appeal or other appropriate contest is or has been timely and properly taken and is being diligently pursued in good faith; and (z) if the effectiveness of such order or directive has not been stayed, the failure to comply with such order or directive during the pendency of such appeal or contest would not reasonably be expected to have a Material Adverse Effect.

(c) Except to the extent that failure to do so, in the aggregate, would not reasonably be expected to have a Material Adverse Effect, (i) conduct, or have conducted on its behalf, any investigation, study, sampling, or testing any real property at which the Parent Guarantor or its Restricted Subsidiaries operate as required by Environmental Laws, and (ii) respond, or cause a third party to respond, to any release, threatened release, or discharge of Materials of Environmental Concern at, on, or under any real property at which the Parent Guarantor or its Restricted Subsidiaries operate as required by Environmental Laws.

Subsection 7.9 [Reserved].

Subsection 7.10 [Reserved].

Subsection 7.11 Accounting Changes. For financial reporting purposes, cause the Parent's and each of its Subsidiaries' Fiscal Years to end on April 30<sup>th</sup> of each calendar year; provided that the Borrower Representative may, upon written notice to the Administrative Agent, change the financial reporting convention specified above to cause the Parent's and each of its Subsidiaries' Fiscal Years to end on any date reasonably acceptable to the Administrative Agent, in which case the Borrower Representative and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary in order to reflect such change in financial reporting.

## SECTION 8. Negative Covenants

From and after the Closing Date and until payment in full of the Loans and all other Obligations then due and owing to any Lender or any Agent hereunder, (i) with respect to Subsections 8.3, 8.4, 8.5 and 8.11, the Parent Guarantor hereby agrees that it shall not and shall not permit any of its Restricted Subsidiaries to and (ii) with respect to Subsections 8.2, 8.8, 8.13 and 8.14, the Parent Borrower hereby agrees that it shall not and shall not permit any of its Restricted Subsidiaries to:

Subsection 8.1 [Reserved].

Subsection 8.2 Fundamental Changes. Enter into any merger, consolidation or amalgamation or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), except:

(a) (x) (1) any Borrower may be merged, consolidated or amalgamated with or into another Person if a Borrower is the surviving Person or (2) the Person (the "Successor Borrower") formed by or surviving such merger, consolidation or amalgamation (i) is an organization of a type, and organized or existing under the laws of a jurisdiction, that does not



materially adversely affect the Lenders' or the Agents' position under the Loan Documents or result in material adverse tax consequences to the Lenders or the Agents and with which none of the Lenders or the Agents is prohibited by law from doing business, and (ii) expressly assumes all obligations of such Borrower under the Loan Documents pursuant to documentation reasonably satisfactory to the Administrative Agent; provided that, in the case of clause (x)(2) above, immediately after giving effect to the transaction (and treating any Indebtedness that becomes an Obligation of the Successor Borrower as a result of such transaction as having been incurred by the Successor Borrower at the time of such transaction), no Default will have occurred and be continuing; and (y) any Restricted Subsidiary of the Parent Borrower other than any Borrower may be merged or consolidated with or into any other Person; and

(b) to the extent that such transaction is expressly excluded from the definition of "Asset Sale" or, if such transaction constitutes an "Asset Sale," such Asset Sale is made in compliance with Subsection 8.5; and

(c) the Parent Borrower or any of its Restricted Subsidiaries may be merged, consolidated or amalgamated with or into any other Person in order to effect any acquisition permitted pursuant to Subsection 8.4.

Subsection 8.3      Limitation on Restricted Payments. Declare or pay any Restricted Payment, except that:

(a) the Parent Guarantor and its Restricted Subsidiaries may pay cash dividends, payments and distributions in an amount sufficient to allow any Parent Entity to pay legal, accounting and other maintenance and operational expenses (other than taxes) incurred in the ordinary course of business, provided that, if any Parent Entity shall own any material assets other than the Capital Stock of the Parent Guarantor or another Parent Entity or other assets, relating to the ownership interest of such Parent Entity in another Parent Entity, the Parent Guarantor or its Subsidiaries, such cash dividends with respect to such Parent Entity shall be limited to the reasonable and proportional share, as determined by the Parent Guarantor in its reasonable discretion, of such expenses incurred by such Parent Entity relating or allocable to its ownership interest in the Parent Guarantor or another Parent Entity and such other related assets;

(b) the Parent Guarantor and its Restricted Subsidiaries may pay cash dividends, payments and distributions in an amount sufficient to cover reasonable and necessary expenses (including professional fees and expenses) (other than taxes) incurred by any Parent Entity in connection with (i) registration, public offerings and exchange listing of equity or debt securities and maintenance of the same, (ii) reporting obligations under, or in connection with compliance with, applicable laws or applicable rules of any governmental, regulatory or self-regulatory body or stock exchange, this Agreement or any other agreement or instrument relating to Indebtedness of the Parent Guarantor or any of its Restricted Subsidiaries and (iii) indemnification and reimbursement of directors, officers and employees in respect of liabilities relating to their serving in any such capacity, or obligations in respect of director and officer insurance (including premiums therefor), provided that, in the case of subclause (i) above, if any Parent Entity

shall own any material assets other than the Capital Stock of the Parent Guarantor or another Parent Entity or other assets relating to the ownership interest of such Parent Entity in another Parent Entity, the Parent Guarantor or its Subsidiaries, with respect to such Parent Entity such cash dividends shall be limited to the reasonable and proportional share, as determined by the Parent Guarantor in its reasonable discretion, of such expenses incurred by such Parent Entity relating or allocable to its ownership interest in another Parent Entity, the Parent Guarantor and such other assets;

(c) the Parent Guarantor and its Restricted Subsidiaries may pay, without duplication, cash dividends, payments and distributions to pay or permit any Parent Entity to pay any Related Taxes;

(d) the Parent Guarantor and its Restricted Subsidiaries may pay cash dividends, payments and distributions in an amount sufficient to allow any Parent Entity to perform its obligations under the Investment Agreements and to pay all fees and expenses incurred in connection with the transactions contemplated by the Investment Agreements and the other transactions expressly contemplated by this Agreement and the other Loan Documents, and sufficient to allow each of the Affiliate Guarantors and the Loan Parties to perform its obligations under or in connection with the Loan Documents to which it is a party;

(e) the Parent Guarantor and its Restricted Subsidiaries may pay cash dividends, payments and distributions in an amount sufficient to allow any Parent Entity to repurchase shares of its Capital Stock or rights, options or units in respect thereof from any Management Investors or former Management Investors (or any of their respective heirs, successors, assigns, legal representatives or estates) (including any repurchase or acquisition by reason of the Parent Guarantor or any Parent Entity retaining any Capital Stock, option, warrant or other right in respect of any withholding obligations, and any related payment in respect of any such obligations), or as otherwise contemplated by any Management Subscription Agreements for an aggregate purchase price not to exceed in any calendar year \$20,000,000; provided that such amount shall be increased by (A) an amount equal to \$7,500,000 multiplied by the number of calendar years that have commenced since the Closing Date; (B) an amount equal to the proceeds to the Parent Guarantor (whether received by it directly or from a Parent Entity or applied to pay Parent Entity Expenses) or any Parent Entity of any resales or new issuances of shares and options to any Management Investors, at any time after the initial issuances to any Management Investors, together with the aggregate amount of deferred compensation owed by any Parent Entity, the Parent Guarantor or any of its Subsidiaries to any Management Investor that shall thereafter have been cancelled, waived or exchanged at any time after the initial issuances to any thereof in connection with the grant to such Management Investor of the right to receive or acquire shares of the Parent Guarantor's or any Parent Entity's Capital Stock; provided, however, that, if applicable, any amount actually received by any Parent Entity in accordance with this clause (B) shall have been further contributed to the Parent Guarantor or applied (i) to pay expenses, taxes or other amounts (in respect of which the Parent Guarantor is permitted to make dividends, payments or distributions pursuant to this Subsection 8.3) or (ii) in payment of Parent Entity Expenses; and (C) the cash proceeds of key man life insurance policies received



by the Parent Guarantor or any of its Subsidiaries (or by any Parent Entity and contributed to the Parent Guarantor);

(f) the Parent Guarantor and its Restricted Subsidiaries may pay dividends, payments and distributions to the extent of Net Proceeds from any Excluded Contribution; provided that any payment pursuant to this Subsection 8.3(f) shall be deemed to be a usage of the Available Excluded Contribution Amount Basket;

(g) the Parent Guarantor and its Restricted Subsidiaries may pay dividends, payments and distributions in an amount not to exceed the Available Excluded Contribution Amount Basket, (i) for purposes permitted under Subsection 8.3(e) if at the time such dividend, payment or distribution is made no Specified Default shall have occurred and be continuing or would result therefrom or (ii) for any other purposes if at the time such dividend, payment or distribution is made no Specified Default or Event of Default known to the Parent Borrower shall have occurred and be continuing or would result therefrom;

(h) the Parent Guarantor and its Restricted Subsidiaries may pay cash dividends, payments and distributions in an aggregate amount not to exceed \$40,000,000;

(i) any Restricted Subsidiary of the Parent Guarantor may pay dividends, payments and distributions to the Parent Guarantor or any other Restricted Subsidiary (treating the EMEA JV and the other Permitted Joint Ventures as Restricted Subsidiaries for this purpose);

(j) [reserved];

(k) the Parent Guarantor and any of its Restricted Subsidiaries may pay dividends, payments and distributions within 60 days after the date of declaration or notice of the dividend, payment or distribution, as the case may be, if, at the date of declaration or notice, the dividend, payment or distribution would have complied with the provisions of this Agreement;

(l) the Parent Guarantor and any of its Restricted Subsidiaries may make any Restricted Payment in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Parent Guarantor) of, Capital Stock of the Parent Guarantor or any Parent Entity (other than Disqualified Capital Stock) or from the substantially concurrent contribution of common equity capital to the Parent Guarantor;

(m) the Parent Guarantor and any of its Restricted Subsidiaries may pay dividends, payments and distributions to the holders of its Capital Stock on a pro rata basis;

(n) the repurchase of Capital Stock deemed to occur upon the exercise of stock options or warrants to the extent that such Capital Stock represents a portion of the exercise price of those stock options or warrants;

(o) the Parent Guarantor and any of its Restricted Subsidiaries may pay dividends, payments and distributions on the Parent Guarantor's common equity (or dividends, payments or distributions to a Parent Entity to fund the payment by such Parent Entity of dividends, payments or distributions on its common equity) of up to 6.0% per calendar year of the net proceeds received by the Parent Guarantor from any public or private offering of Capital Stock of any Parent Entity or the Parent Guarantor or contributed to the Parent Guarantor by a Parent Entity from any public or private offering of Capital Stock of such Parent Entity;

(p) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Parent Guarantor or a Restricted Subsidiary of the Parent Guarantor by, Unrestricted Subsidiaries;

(q) [reserved];

(r) the declaration and payment of dividends or distributions to holders of any class or series of Designated Preferred Stock (other than Disqualified Capital Stock) issued after the Closing Date and the declaration and payment of dividends to any direct or indirect parent company of the Parent Guarantor, the proceeds of which will be used to fund the payment of dividends or distributions to holders of any class or series of Designated Preferred Stock (other than Disqualified Capital Stock) of any direct or indirect parent company of the Parent Guarantor issued after the Closing Date; provided, however, that the aggregate amount of dividends declared and paid pursuant to this clause (r) does not exceed the net cash proceeds actually received by the Parent Guarantor (including any such proceeds contributed to the Parent Guarantor by any direct or indirect parent company of the Parent Guarantor) from any such sale of Designated Preferred Stock (other than Disqualified Capital Stock) issued after the Closing Date;

(s) the declaration and payment of regularly scheduled or accrued dividends or distributions to holders of any class or series of Disqualified Capital Stock of the Parent Guarantor or any Restricted Subsidiary of the Parent Guarantor issued on or after the Closing Date;

(t) the Parent Guarantor and its Restricted Subsidiaries may pay cash dividends, payments and distributions to fund the payment of fees and expenses owed by the Parent Guarantor or its Restricted Subsidiaries to Affiliates, to the extent permitted by Subsection 8.11 (other than under Subsection 8.11(g)(ii) or 8.11(g)(iii)); and

(u) in addition to the foregoing dividends, payments and distributions, the Parent Guarantor and its Restricted Subsidiaries may pay additional dividends, payments and distributions, (x) for purposes permitted under Subsection 8.3(e) if at the time such dividend, payment or distribution is declared no Specified Default shall have occurred and be continuing or would if paid on the date of such declaration result therefrom or (y) for any other purposes, if at the time such dividend, payment or distribution is declared no Specified Default or Event of Default known to the Parent Borrower shall have occurred and be continuing or would if paid on the date of such declaration result

therefrom, provided that in each case such dividend, payment or distribution is paid within 30 days of such declaration.

For purposes of determining compliance with this Subsection 8.3, in the event that any Restricted Payment meets the criteria of more than one of the types of Restricted Payments described in one or more of the clauses of this Subsection 8.3, the Parent Guarantor, in its sole discretion, shall classify such item of Restricted Payment and may include the amount and type of such Restricted Payment in one or more of such clauses (including in part under one such clause and in part under another such clause).

For the avoidance of doubt, for the purpose of this Subsection 8.3, any future investment to be made on terms that are substantially similar to (or more favorable to the Lenders than) the investment in the Affiliate Guarantors, the Loan Parties or their respective affiliates by the Plan Sponsors on or around the Closing Date, shall be deemed a capital contribution in respect of common equity.

Subsection 8.4 Limitations on Certain Acquisitions. Acquire by purchase or otherwise all the business or assets of, or stock or other evidences of beneficial ownership of, any Person, except that the Parent Guarantor and its Restricted Subsidiaries shall be allowed to make any such acquisitions so long as:

- (a) such acquisition is expressly permitted by Subsection 8.2 (other than clause (c)); or
- (b) such acquisition is a Permitted Acquisition;

provided that in the case of each such acquisition after giving effect thereto, no Specified Default or other Event of Default known to the Parent Borrower shall occur as a result of such acquisition; and provided, further, that with respect to any acquisition that is consummated in a single transaction or a series of related transactions, all or any of which might constitute an Investment but not the acquisition of all of the business or assets of, or stock or other evidences of beneficial ownership of, any Person, the Borrower Representative at its option may classify such transactions in whole or in part as an acquisition subject to this Subsection 8.4. Notwithstanding anything in this Subsection 8.4 to the contrary, none of the Parent Guarantor and its Restricted Subsidiaries shall be prohibited from purchasing or otherwise acquiring Helicopter Equipment, including by means of acquiring all the assets of, or stock or other evidences of beneficial ownership of, a Person substantially all of the assets of which constitute Helicopter Equipment.

Subsection 8.5 Limitation on Dispositions of Collateral. Engage in any Asset Sale with respect to any of the Collateral, except that the Parent Guarantor and its Restricted Subsidiaries shall be allowed to engage in any such Asset Sale, so long as the consideration received (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) in connection with such Asset Sale is for Fair Market Value (determined as of the date a legally binding commitment for such Asset Sale was entered into) and, in the case of Collateral other than all or substantially all of any entire Restructured Aircraft if the consideration received is greater than \$25,000,000, at least 75.0% of such

consideration received (excluding, in the case of an Asset Sale (or series of related Asset Sales), any consideration by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise, that are not Indebtedness) is in the form of cash. For the purposes of the foregoing, the following are deemed to be cash: (1) Cash Equivalents, Temporary Cash Investments and Marketable Securities, (2) the assumption of Indebtedness of the Parent Guarantor (other than Disqualified Capital Stock of the Parent Guarantor) or any Restricted Subsidiary and the release of the Parent Guarantor or such Restricted Subsidiary from all liability on payment of the principal amount of such Indebtedness in connection with such Asset Sale, (3) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Sale, to the extent that the Parent Guarantor and each other Restricted Subsidiary are released from any Guarantee Obligation of payment of the principal amount of such Indebtedness in connection with such Asset Sale, (4) securities received by the Parent Guarantor or any Restricted Subsidiary from the transferee that are converted by the Parent Guarantor or such Restricted Subsidiary into cash within 180 days, (5) consideration consisting of Indebtedness of the Parent Guarantor or any Restricted Subsidiary, (6) Additional Assets and (7) any Designated Noncash Consideration received by the Parent Guarantor or any of its Restricted Subsidiaries in an Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Noncash Consideration received pursuant to this clause, not to exceed an aggregate amount at any time outstanding equal to \$25,000,000 (with the Fair Market Value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value).

In connection with any Asset Sale permitted under this Subsection 8.5 or any Disposition that is excluded from the definition of "Asset Sale", the Administrative Agent shall, and the Lenders hereby authorize the Administrative Agent to, execute such releases of Liens and take such other actions as the Borrower Representative may reasonably request in connection with the foregoing.

Subsection 8.6      [Reserved].

Subsection 8.7      [Reserved].

Subsection 8.8      Limitation on Negative Pledge Clauses. Enter into with any Person any agreement which prohibits or limits the ability of the Parent Borrower or any of its Restricted Subsidiaries that are Loan Parties to create, incur, assume or suffer to exist any Lien in favor of the Lenders in respect of obligations and liabilities under this Agreement or any other Loan Documents upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than:

(a)      pursuant to any agreement or instrument in effect at or entered into on the Closing Date, this Agreement, the other Loan Documents and any related documents and, on and after the execution and delivery thereof, any applicable Intercreditor Agreement and any Intercreditor Agreement Supplement;

(b)      pursuant to any agreement governing or relating to Indebtedness or other obligations and liabilities, in each case secured by a Lien permitted by Subsection 8.14 (in which case any restriction shall only be effective against the assets subject to such Lien, except as may otherwise be permitted under this Subsection 8.8);

(c) pursuant to any agreement or instrument of a Person, or relating to Indebtedness (including any Guarantee Obligation in respect thereto) or Capital Stock of a Person, which Person is acquired by or merged or consolidated or amalgamated with or into the Parent Borrower or any Restricted Subsidiary, or which agreement or instrument is assumed by the Parent Borrower, or any Restricted Subsidiary in connection with an acquisition from such Person or any other transaction entered into in connection with any such acquisition, merger, consolidation or amalgamation, as in effect at the time of such acquisition, merger, consolidation, amalgamation or transaction (except to the extent that such Indebtedness was incurred to finance, or otherwise in connection with, such acquisition, merger, consolidation, amalgamation or transaction), provided that for purposes of this Subsection 8.8(c), if a Person other than a Borrower is the Successor Borrower with respect thereto, any Subsidiary thereof or agreement or instrument of such Person or any such Subsidiary shall be deemed acquired or assumed, as the case may be, by the Parent Borrower or a Restricted Subsidiary, as the case may be, when such Person becomes such Successor Borrower;

(d) pursuant to any agreement or instrument (a "Refinancing Agreement") effecting a refinancing of Indebtedness incurred or outstanding pursuant or relating to, or that otherwise extends, renews, refunds, refinances or replaces, any agreement or instrument referred to in Subsections 8.8(a) through 8.8(m) (an "Initial Agreement") or that is, or is contained in, any amendment, supplement or other modification to an Initial Agreement or Refinancing Agreement (an "Amendment"); provided, however, that the encumbrances and restrictions contained in any such Refinancing Agreement or Amendment taken as a whole are not materially less favorable to the Lenders than encumbrances and restrictions contained in the Initial Agreement or Initial Agreements to which such Refinancing Agreement or Amendment relates (as determined in good faith by the Borrower Representative);

(e) (i) pursuant to any agreement or instrument that restricts in a customary manner the assignment or transfer thereof, or the subletting, assignment or transfer of any property or asset subject thereto, (ii) by virtue of any transfer of, agreement to transfer, option or right with respect to, or Lien on, any property or assets of a Borrower or any Restricted Subsidiary not otherwise prohibited by this Agreement, (iii) pursuant to mortgages, pledges or other security agreements securing Indebtedness or other obligations of the Parent Borrower or a Restricted Subsidiary to the extent restricting the transfer of the property or assets subject thereto, (iv) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Parent Borrower or any Restricted Subsidiary, (v) pursuant to Purchase Money Obligations that impose encumbrances or restrictions on the property or assets so acquired, (vi) pursuant to any agreement with customers, suppliers or lessors entered into in the ordinary course of business that impose restrictions with respect to cash, Cash Equivalents, Marketable Securities or other deposits or net worth or inventory, (vii) pursuant to customary provisions contained in agreements and instruments entered into in the ordinary course of business (including but not limited to leases and licenses) or in joint venture and other similar agreements, or in shareholder, partnership, limited liability company and other similar agreements in respect of non-Wholly Owned Subsidiaries, (viii) restrictions that arise or are agreed to in the ordinary course of

business and do not detract from the value of property or assets of the Parent Borrower or any Restricted Subsidiary in any manner material to the Parent Borrower or such Restricted Subsidiary, or (ix) pursuant to Hedging Agreements or under Bank Products Agreements;

(f) pursuant to any agreement or instrument relating to any Indebtedness permitted to be incurred subsequent to the Closing Date pursuant to Subsection 8.13, if either (i) the Borrower Representative determines in good faith that such encumbrance or restriction will not materially affect the Parent Borrower's ability to create and maintain the Liens on the Collateral pursuant to the Security Documents or (ii) such encumbrance or restriction applies only if a default occurs in respect of a payment or financial covenant relating to such Indebtedness;

(g) pursuant to any agreement relating to intercreditor arrangements and related rights and obligations, to or by which the Lenders and/or the Administrative Agent, the Collateral Agent or any other agent, trustee or representative on their behalf may be party or bound at any time or from time to time, and any agreement providing that in the event that a Lien is granted for the benefit of the Lenders another Person shall also receive a Lien, which Lien is permitted by Subsection 8.14;

(h) pursuant to any agreement for the direct or indirect disposition of Capital Stock of any Person, property or assets, imposing restrictions with respect to such Person, Capital Stock, property or assets pending the closing of such disposition;

(i) by reason of any applicable law, rule, regulation or order, or required by any regulatory authority having jurisdiction over the Parent Borrower or any of its Restricted Subsidiary or any of their businesses;

(j) any customary encumbrances or restrictions imposed pursuant to the EMEA JV or other Permitted Joint Ventures;

(k) any encumbrance or restriction with respect to an Unrestricted Subsidiary pursuant to or by reason of an agreement that the Unrestricted Subsidiary is a party to or entered into before the date on which such Unrestricted Subsidiary became a Restricted Subsidiary; provided that such agreement was not entered into in anticipation of the Unrestricted Subsidiary becoming a Restricted Subsidiary and any such encumbrance or restriction does not extend to any assets or property of the Parent Borrower or any other Restricted Subsidiary other than the assets and property of such Unrestricted Subsidiary;

(l) provisions with respect to the receipt of a rebate on an operating lease until all obligations due to a lessor on other operating leases are satisfied or other customary restrictions in respect of assets or contract rights acquired by a Restricted Subsidiary in connection with a sale and leaseback transaction; and

(m) any encumbrance or restriction of a Receivables Subsidiary effected in connection with a Qualified Receivables Financing; provided, however, that such restrictions apply only to such Receivables Subsidiary.



Subsection 8.9 [Reserved].

Subsection 8.10 [Reserved].

Subsection 8.11 Limitations on Transactions with Affiliates. Except as otherwise expressly permitted in this Agreement, enter into any transaction, including any purchase, sale, lease or exchange of property or the rendering of any service, with any Affiliate unless such transaction is (A) not otherwise prohibited under this Agreement, and (B) upon terms not materially less favorable to the Parent Guarantor or such Restricted Subsidiary, as the case may be, than those that could be obtained at the time in a transaction with a Person which is not an Affiliate; provided that nothing contained in this Subsection 8.11 shall be deemed to prohibit:

(a) (1) the Parent Guarantor or any Restricted Subsidiary from entering into, modifying, maintaining or performing any consulting, management, compensation, collective bargaining, benefits or employment agreements, related trust agreement or other compensation arrangements with a current or former management member, director, officer, employee or consultant of or to the Parent Guarantor or such Restricted Subsidiary or any Parent Entity in the ordinary course of business or consistent with past practice, including vacation, health, insurance, deferred compensation, severance, retirement, savings, or other similar plans, programs or arrangements, (2) payments, compensation, or performance of indemnification or contribution obligations, in the ordinary course of business or consistent with past practice, to any such management members, employees, officers, directors or consultants, (3) loans or advances (or cancellation thereof), in the ordinary course of business or consistent with past practice, to any such management members, employees, officers, directors or consultants, (4) any issuance, grant or award of stock, options, other equity related interests or other equity securities, to any such management members, employees, officers, directors or consultants, or (5) the payment of reasonable fees to, and indemnities provided on behalf of, management members, employees, officers, directors or consultants of the Parent Guarantor or any of its Subsidiaries or any Parent Entity;

(b) the payment of all amounts in connection with this Agreement;

(c) the Parent Guarantor or any of its Restricted Subsidiaries from entering into, making payments pursuant to and otherwise performing (i) the obligations under the Investment Agreements and (ii) an indemnification and contribution agreement in favor of any Permitted Holder and each person who is or becomes a director, officer, agent, consultant or employee of the Parent Guarantor or any of its Subsidiaries or any Parent Entity, in respect of liabilities (A) arising under the Securities Act, the Exchange Act and any other applicable securities laws or otherwise, in connection with any offering of securities by any Parent Entity (provided that, if such Parent Entity shall own any material assets other than (x) the Capital Stock of the Parent Guarantor or another Parent Entity, or (y) other assets relating to the ownership interest by such Parent Entity in the Parent Guarantor or another Parent Entity, such liabilities shall be limited to the reasonable and proportional share, as determined by the Parent Guarantor in its reasonable discretion based on the benefit therefrom to the Parent Guarantor and its Subsidiaries, of such liabilities relating or allocable to the ownership interest of such

Parent Entity in the Parent Guarantor or another Parent Entity and such other related assets) or the Parent Guarantor or any of its Subsidiaries, (B) incurred to third parties for any action or failure to act of the Parent Guarantor or any of its Subsidiaries or any Parent Entity or any of their predecessors or successors, (C) arising out of the performance by any Affiliate of the Plan Sponsors of management, consulting or financial advisory services provided to the Parent Guarantor or any of its Subsidiaries or any Parent Entity, (D) arising out of the fact that any indemnitee was or is a director, officer, agent, consultant or employee of the Parent Guarantor or any of its Subsidiaries or any Parent Entity, or is or was serving at the request of any such Person as a director, officer, agent, consultant or employee of another corporation, partnership, joint venture, trust, enterprise or other Person or (E) to the fullest extent permitted by Delaware or other applicable state law, arising out of any breach or alleged breach by such indemnitee of his or her fiduciary duty as a director or officer of the Parent Guarantor or any of its Subsidiaries or any Parent Entity;

(d) any issuance or sale of Capital Stock of the Parent Guarantor or any Parent Entity or capital contribution to the Parent Guarantor or any Restricted Subsidiary; provided that, for the avoidance of doubt, any future investment to be made on terms that are substantially similar to (or more favorable to the Lenders than) the investment in the Affiliate Guarantors, the Loan Parties or their respective affiliates by the Plan Sponsors on or around the Closing Date, shall be deemed a capital contribution to the Parent Guarantor or any Restricted Subsidiary;

(e) (1) the execution, delivery and performance of the Investment Agreements, (2) transactions related to the Second Lien Convertible Notes and the Specified Convertible Debt, and (3) payments to any Plan Sponsor or any of their respective Affiliates (x) for any management, consulting, financial or advisory services, or in respect of financing, underwriting or placement services, or in respect of other investment banking activities (if any), as may be approved by a majority of the Disinterested Directors, (y) in connection with any acquisition, disposition, merger, recapitalization or similar transactions, which payments are made pursuant to the Investment Agreements or are approved by a majority of the Board of Directors in good faith, and (z) of all out-of-pocket expenses incurred in connection with such services or activities;

(f) the execution, delivery and performance of agreements or instruments under which the Parent Guarantor or its Restricted Subsidiaries do not make payments or provide consideration in excess of \$10,000,000 per Fiscal Year;

(g) (i) any transaction among any of the Parent Guarantor, one or more Restricted Subsidiaries, the EMEA JV and one or more Permitted Joint Ventures, (ii) any Investment, (iii) any merger, consolidation or amalgamation or liquidation, wind-up or dissolution or any conveyance, sale, lease, assignment, transfer or other disposition of, all or substantially all of its property, business or assets, or any transaction permitted by Subsection 8.3 or specifically excluded from the definition of Restricted Payment and (iv) any transaction permitted by Subsection 8.13(f)(i), 8.13(f)(ii), 8.13(f)(iii), 8.13(f)(vii) or 8.13(j);



(h) the entry into this Agreement and all transactions in connection therewith, and all fees and expenses paid or payable in connection with the entry into this Agreement, including the fees and out-of-pocket expenses of any Plan Sponsor and its Affiliates;

(i) any transaction in the ordinary course of business, or approved by a majority of the Board of Directors of the Parent Guarantor, between the Parent Guarantor or any Restricted Subsidiary and any Affiliate of the Parent Guarantor controlled by the Parent Guarantor that is a joint venture or similar entity;

(j) any investment by any Plan Sponsor in securities of the Parent Guarantor or any of its Restricted Subsidiaries (and payment of out-of-pocket expenses incurred by any Plan Sponsor in connection therewith) so long as such securities are being offered generally to investors (other than Plan Sponsors) on the same or more favorable terms;

(k) the execution, delivery and performance of any lease (whether “wet” or “dry”) of Helicopter Equipment to any Affiliate of the Parent Guarantor or any of its Restricted Subsidiaries;

(l) the execution, delivery and performance of agreements or instruments relating to the pooling of Helicopter Equipment;

(m) transactions with a Person (other than an Unrestricted Subsidiary of the Parent Guarantor) that is an Affiliate of the Parent Guarantor solely because the Parent Guarantor owns, directly or through a Restricted Subsidiary, Capital Stock in, or controls, such Person;

(n) any transaction effected as part of a Qualified Receivables Financing;

(o) the existence of, or the performance by the Parent Guarantor or any of its Restricted Subsidiaries of its obligations under the terms of, any acquisition agreements or members’ or stockholders agreement or related documents to which it is a party as of the Closing Date and any amendment thereto or similar agreements which it may enter into thereafter; provided, however, that the existence of, or the performance by the Parent Guarantor or any of its Restricted Subsidiaries of its obligations under, any future amendment to any such existing agreement or under any similar agreement entered into after the Closing Date shall only be permitted by this Subsection 8.11(o) to the extent that the terms of any such existing agreement, together with all amendments thereto, taken as a whole, or such new agreement are not otherwise more disadvantageous to the holders of the notes taken as a whole than the original agreement as in effect on the Closing Date;

(p) transactions with Unrestricted Subsidiaries, customers, clients, suppliers, joint venture partners or purchasers or sellers of goods or services, including aircraft services, or lessors or lessees of property, in each case in the ordinary course of business and otherwise in compliance with the terms of this Agreement which are, in the aggregate (taking into account all the costs and benefits associated with such transactions), materially no less favorable to the Parent Guarantor or its Restricted Subsidiaries than

those that would have been obtained in a comparable transaction by the Parent Guarantor or such Restricted Subsidiary with an unrelated Person, in the reasonable determination of the Board of Directors of the Parent Guarantor or the Company or senior management of either of them, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(q) (A) guarantees of performance by the Parent Guarantor and its Restricted Subsidiaries of Unrestricted Subsidiaries in the ordinary course of business, except for guarantees of Indebtedness in respect of borrowed money, and (B) pledges of Capital Stock of Unrestricted Subsidiaries for the benefit of lenders of Unrestricted Subsidiaries;

(r) if such Affiliate Transaction is with a Person in its capacity as a holder of Indebtedness or Capital Stock of the Parent Guarantor or any Restricted Subsidiary where such Person is treated no more favorably than the holders of Indebtedness or Capital Stock of the Parent Guarantor or any Restricted Subsidiary;

(s) transactions effected pursuant to agreements in effect on the Closing Date and any amendment, modification or replacement of such agreement (so long as such amendment or replacement is not materially more disadvantageous to the holders of the notes, taken as a whole);

(t) transactions, agreements, arrangements and any amendments or modifications of the foregoing (including sale and leaseback transactions) entered into in the ordinary course of business between the Parent Guarantor or a Restricted Subsidiary of the Parent Guarantor and an EU Licensed Operator or EU Investorco (after such EU Licensed Operator or EU Investorco ceases to be a Restricted Subsidiary) that are on terms that are not materially less favorable to the Parent Guarantor or the Restricted Subsidiary, as the case may be, than those that could reasonably have been obtained at such time from an unaffiliated party; and

(u) transactions, agreements, arrangements and any amendments or modifications of the foregoing entered into in the ordinary course of business between the Parent Guarantor or a Restricted Subsidiary of the Parent Guarantor and a Permitted Joint Venture that are on terms that are not materially less favorable to the Parent Guarantor or the Restricted Subsidiary, as the case may be, than those that could reasonably have been obtained at such time from an unaffiliated party.

For purposes of this Subsection 8.11, (i) any transaction with any Affiliate shall be deemed to have satisfied the standard set forth in clause (B) of the first sentence hereof if (x) such transaction is approved by a majority of the Disinterested Directors of the Board of Directors of the Parent Guarantor or any Parent Entity or (y) a fairness opinion is provided by a nationally recognized appraisal or investment banking firm with respect to such transaction and (ii) "Disinterested Director" shall mean, with respect to any Person and transaction, a member of the Board of Directors of such Person who does not have any material direct or indirect financial interest in or with respect to such transaction; it being understood that a member of any such Board of Directors shall not be deemed to have such a financial interest by reason of such member holding Capital Stock of the

Parent Guarantor or any Parent Entity or any options, warrants or other rights in respect of such Capital Stock

Subsection 8.12 [Reserved].

Subsection 8.13 Limitations on Indebtedness. Directly or indirectly create, incur, assume or otherwise become directly or indirectly liable with respect to any Indebtedness except for the following:

(a) [reserved];

(b) Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries incurred pursuant to this Agreement and the other Loan Documents (including any Incremental Facility, Extension or Credit Agreement Refinancing Indebtedness);

(c) Unsecured Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries;

(d) Indebtedness (other than Indebtedness permitted by clauses (b) and (c) above) existing on the Closing Date, together with any renewal, extension, refinancing or refunding pursuant to clause (i) below;

(e) [reserved];

(f) Guarantee Obligations incurred by:

(i) the Parent Borrower or any of its Restricted Subsidiaries in respect of Indebtedness of a Loan Party that is permitted hereunder;

(ii) the Parent Borrower or any of its Restricted Subsidiaries in respect of lease obligations of Non-Loan Parties (to the extent that such lease obligations constitute Indebtedness);

(iii) a Non-Loan Party in respect of Indebtedness of another Non-Loan Party that is permitted hereunder;

(iv) the Parent Borrower or any of its Restricted Subsidiaries in respect of Indebtedness of any Person; provided that the aggregate amount at any time outstanding of such Guarantee Obligations incurred pursuant to this clause (iv), when aggregated with the amount of all other Guarantee Obligations incurred and outstanding pursuant to this clause (iv) and all Indebtedness incurred and outstanding pursuant to clause (w) of this Subsection 8.13, shall not exceed the greater of (x) \$150,000,000 and (y) the amount equal to 5.0% of Consolidated Total Assets at the time of such Guarantee Obligations being incurred;

(v) the Parent Borrower or any of its Restricted Subsidiaries in connection with sales or other dispositions permitted under Subsection 8.5, including indemnification obligations with respect to leases, and guarantees of

collectability in respect of accounts receivable or notes receivable for up to face value;

(vi) the Parent Borrower or any of its Restricted Subsidiaries consisting of accommodation guarantees for the benefit of trade creditors of the Parent Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

(vii) the Parent Borrower or any of its Restricted Subsidiaries in respect of Investments expressly permitted pursuant to clause (c), (h), (i) or (s) of the definition of "Permitted Investments" (as defined in the Prior Credit Agreement);

(viii) [reserved];

(ix) the Parent Borrower or any of its Restricted Subsidiaries in respect of reimbursement obligations in respect of any letters of credit permitted under this Agreement;

(x) the Parent Borrower or any of its Restricted Subsidiaries in respect of performance, bid, appeal, surety, judgment, replevin and similar bonds, other suretyship arrangements, other similar obligations and letters of credit, bankers' acceptances or similar instruments or obligations, all in, or relating to liabilities or obligations incurred in, the ordinary course of business;

(xi) the Parent Borrower or any of its Restricted Subsidiaries in respect of Indebtedness or other obligations of a Person in connection with a joint venture or similar arrangement in respect of which the aggregate outstanding amount of all such Indebtedness does not exceed the greater of \$90,000,000 and 3.0% of Consolidated Total Assets; and

(xii) the guarantee by the Parent Borrower or any of its Restricted Subsidiaries of Indebtedness and cash management pooling obligations and arrangements of the Parent Guarantor or a Restricted Subsidiary of the Parent Guarantor (treating the EMEA JV and any other Permitted Joint Venture as Restricted Subsidiaries for this purpose);

provided, however, that if any Indebtedness referred to in clauses (i) through (iv) above is subordinated in right of payment to the Obligations or is secured by Liens that are senior or subordinate to any Liens securing the Collateral, then any corresponding Guarantee Obligations shall be subordinated and the Liens securing the corresponding Guarantee Obligations shall be senior or subordinate to substantially the same extent;

(g) Purchase Money Obligations and Capital Lease Obligations, and other Indebtedness incurred by the Parent Borrower or any of its Restricted Subsidiaries to finance or refinance the acquisition, leasing, construction or improvement of fixed assets or other property; provided, however, that the aggregate principal amount of any such Purchase Money Obligations incurred to finance the acquisition of Capital Stock of any Person at any time outstanding pursuant to this clause (g) shall not exceed an amount equal to the greater of (x) \$150,000,000 and (y) 5.0% of Consolidated Total Assets;

(h) [reserved];

(i) renewals, extensions, refinancings and refundings of Indebtedness (in whole or in part) permitted by:

(i) clause (d) or (g) above or this clause (i)(i) provided, however, that (A) any such renewal, extension, refinancing or refunding is in an aggregate principal amount not greater than the principal amount (or accreted value, if applicable) of such Indebtedness so renewed, extended, refinanced or refunded (plus accrued interest, any premium and reasonable commission, fees, underwriting discounts and other costs and expenses incurred in connection with such refinanced Indebtedness) and (B) such Indebtedness has a weighted average life to maturity no shorter than the remaining weighted average life to maturity of the Indebtedness so renewed, extended, refinanced or refunded; and

(ii) clause (m) hereof or this clause (i)(ii); provided, however, that (A) any such renewal, extension, refinancing or refunding is in an aggregate principal amount (or, if issued with original issue discount, the accreted value) not greater than the principal amount (or accreted value, if applicable) of such Indebtedness so renewed, extended, refinanced or refunded (plus accrued interest, any premium and reasonable commission, fees, underwriting discounts and other costs and expenses, incurred in connection with such refinanced Indebtedness), (B) with respect to Indebtedness originally incurred under clause (m), such Indebtedness has a Stated Maturity date that is (i) at least 91 days after the Termination Date or (ii) in respect of Indebtedness with a Stated Maturity earlier than 91 days after the Termination Date, not earlier than the Stated Maturity date of the Indebtedness that is renewed, extended, refinanced or refunded, (C) if secured by any Collateral, such Indebtedness shall be subject to the terms of an Intercreditor Agreement, and (D) such renewed, extended, refinanced or refunded Indebtedness shall not include Indebtedness of a Restricted Subsidiary that is not a Loan Party that refinances Indebtedness of a Loan Party that could not have been initially incurred by such Restricted Subsidiary pursuant to this Subsection 8.13;

(j) Indebtedness of the Parent Borrower or any Restricted Subsidiary (treating the EMEA JV and any other Permitted Joint Venture as Restricted Subsidiaries for this purpose) to the Parent or the Parent Guarantor or any of its Subsidiaries (treating the EMEA JV and any other Permitted Joint Venture as Subsidiaries for this purpose);

(k) Indebtedness incurred under any agreement pursuant to which a Person provides cash management services or similar financial accommodations to the Parent Borrower or any of its Restricted Subsidiaries (including any Cash Management Arrangements);

(l) [reserved];

(m) Indebtedness incurred or assumed in connection with, or as a result of, a Permitted Acquisition or any other acquisition not prohibited by this Agreement so long as: (i) [reserved], (ii) before and after giving effect thereto, no Specified Default or Event of Default known to the Parent Borrower has occurred and is continuing, and (iii) with respect to any newly incurred Indebtedness, such Indebtedness does not have any maturity or amortization rate greater than 1.0% per annum prior to the date that is 91 days after the Termination Date (other than (x) mandatory prepayments with proceeds of and exchanges for refinancing Indebtedness in respect thereof permitted hereunder or (y) an earlier maturity date and/or higher amortization rate for customary bridge financings, which, subject to customary conditions, would either be automatically converted into or required to be exchanged for permanent financing which does not provide for an earlier maturity date or an amortization rate greater than 1.0% per annum prior to the date that is 91 days after the Termination Date and other mandatory prepayments with proceeds of and exchanges for refinancing Indebtedness in respect thereof permitted hereunder); it being understood that, in the event that any such Indebtedness incurred under this Subsection 8.13(m) is incurred in good faith to finance the purchase price of any such acquisition in advance of the closing of such acquisition, and such closing shall thereafter not occur and such Indebtedness (or an equal principal amount of other Indebtedness) is redeemed, repaid or otherwise retired promptly after the Parent Borrower determines that such transaction has been abandoned, such Indebtedness shall be deemed to comply with this Subsection 8.13(m);

(n) Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries incurred to finance insurance premiums in the ordinary course of business;

(o) Indebtedness (A) arising from the honoring of a check, draft or similar instrument against insufficient funds and which is extinguished within five Business Days of its incurrence; or (B) consisting of indemnities, obligations in respect of earnouts or other purchase price adjustments, or similar obligations, created, incurred or assumed in connection with the acquisition or disposition of any business, assets or Person;

(p) Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries in respect of Capital Lease Obligations which have been funded solely by Investments of the Parent Borrower and its Restricted Subsidiaries permitted under clause (o) of the definition of "Permitted Investments" (as defined in the Prior Credit Agreement);

(q) Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries arising in connection with industrial development or revenue bonds or similar obligations secured by property or assets leased to and operated by the Parent Borrower or such Restricted Subsidiary that were issued in connection with the financing or refinancing of such property or assets, provided, that the aggregate principal amount of such Indebtedness outstanding at any time shall not exceed \$25,000,000;

(r) Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries in respect of obligations evidenced by bonds, debentures, notes or similar instruments issued as payment-in-kind interest payments in respect of Indebtedness otherwise permitted hereunder;



(s) accretion of the principal amount of Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries otherwise permitted hereunder issued at any original issue discount;

(t) Indebtedness of the Parent Borrower and its Restricted Subsidiaries under Hedging Agreements;

(u) Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries in respect of any Sale and Leaseback Transaction;

(v) [reserved];

(w) other Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries; provided that the aggregate amount outstanding at any time of such Indebtedness incurred or assumed pursuant to this clause (w), when aggregated with all other Indebtedness incurred or assumed and outstanding pursuant to this clause (w) and all Guarantee Obligations incurred and outstanding pursuant to Subsection 8.13(f)(iv), shall not exceed the greater of (i) \$150,000,000 and (ii) the amount equal to 5.0% of the Consolidated Total Assets at the time of incurrence of such Indebtedness;

(x) Indebtedness in respect of performance, bid, appeal, surety, judgment, replevin and similar bonds, other suretyship arrangements, other similar obligations, letters of credit, bankers' acceptances or similar instruments or obligations, and take-or-pay obligations under supply arrangements, all provided in, or relating to liabilities or obligations incurred in, the ordinary course of business, including those issued to government entities in connection with self-insurance under applicable workers' compensation statutes;

(y) the incurrence by the Parent Borrower or any of its Restricted Subsidiaries of intercompany Indebtedness and cash management pooling obligations and arrangements between or among the Parent Guarantor and any of its Restricted Subsidiaries (treating the EMEA JV and any other Permitted Joint Venture as Restricted Subsidiaries for this purpose); provided, however, that:

(A) if any Loan Party is the obligor on such Indebtedness (other than cash management pooling obligations and arrangements and Indebtedness owed to the EMEA JV and any other Permitted Joint Venture) and the payee is not a Loan Party, such Indebtedness must be expressly subordinated to the prior payment in full in cash of all Obligations then due with respect to the Facility under the Loan Documents and the Guarantees given under the Loan Documents; and

(B) (x) any subsequent issuance or transfer of Capital Stock that results in any such Indebtedness being held by a Person other than the Parent Borrower or a Restricted Subsidiary of the Parent Borrower and (y) any sale or other transfer of any such Indebtedness to a Person that is not either the Parent Borrower or a Restricted Subsidiary of the Parent Borrower, will be deemed, in each case, to constitute an incurrence of such Indebtedness by the Parent Borrower or such

Restricted Subsidiary, as the case may be, that was not permitted by this clause (y);

(z) Indebtedness incurred by a Receivables Subsidiary in a Qualified Receivables Financing that is not recourse to the Parent Borrower or any Restricted Subsidiary of the Parent Borrower other than a Receivables Subsidiary (except for Standard Securitization Undertakings);

(aa) Contribution Indebtedness; and

(bb) Manufacturer Support Indebtedness, Deposit Financings and Vendor Financings at any time outstanding not to exceed in the aggregate 3.0% of Consolidated Total Assets.

For purposes of determining compliance with and the outstanding principal amount of any particular Indebtedness (including Guarantee Obligations) incurred pursuant to and in compliance with, this Subsection 8.13, (i) in the event that any Indebtedness (including Guarantee Obligations) meets the criteria of more than one of the types of Indebtedness (including Guarantee Obligations) described in one or more clauses of this Subsection 8.13, the Parent Guarantor, in its sole discretion, shall classify such item of Indebtedness and may include the amount and type of such Indebtedness in one or more of the clauses of this Subsection 8.13 (including in part under one such clause and in part under another such clause), (ii) the amount of any Indebtedness denominated in any currency other than Dollars shall be calculated based on customary currency exchange rates in effect, in the case of such Indebtedness incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness), on the date that such Indebtedness was incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness); provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than Dollars (or in a different currency from the Indebtedness being refinanced), and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (1) the principal amount of such Indebtedness being refinanced plus (2) the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses (including accrued and unpaid interest) incurred or payable in connection with such refinancing, (iii) if any Indebtedness is incurred to refinance Indebtedness initially incurred in reliance on a basket measured by reference to a percentage of Consolidated Total Assets at the time of incurrence, and such refinancing would cause the percentage of Consolidated Total Assets restriction to be exceeded if calculated based on the Consolidated Total Assets on the date of such refinancing, such percentage of Consolidated Total Assets restriction shall not be deemed to be exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced, plus the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses (including accrued and unpaid interest) incurred or payable in connection with such refinancing, (iv) the amount of Indebtedness issued at a price that is less than the principal amount thereof shall be equal to the amount of the liability in respect thereof determined in accordance with GAAP, and (v) the principal amount of Indebtedness outstanding under any subclause of this Subsection 8.13 shall be determined after



giving effect to the application of proceeds of any such Indebtedness to refinance any such other Indebtedness.

Subsection 8.14 Limitations on Liens. Create or suffer to exist, any Lien upon or with respect to any of their respective properties or assets, whether now owned or hereafter acquired, or assign, or permit any of their respective Restricted Subsidiaries to assign, any right to receive income, except for the following (collectively, "Permitted Liens"):

(a) Liens created pursuant to the Loan Documents or otherwise securing, directly or indirectly, (x) Obligations in respect of the Initial Loans or (y) any other Obligations or other Indebtedness permitted by Subsection 8.13(b);

(b) Liens existing on the Closing Date;

(c) Customary Permitted Liens;

(d) Liens (including Purchase Money Obligation Liens) granted by the Parent Borrower or any of its Restricted Subsidiaries (including the interest of a lessor under a Capital Lease Obligation and Liens to which any property is subject at the time, on or after the Closing Date, of the Parent Borrower's or such Restricted Subsidiary's acquisition thereof) securing Indebtedness of the Parent Borrower and its Restricted Subsidiaries permitted under Subsection 8.13(g) and limited in each case to the property purchased with the proceeds of such Indebtedness or subject to such Lien or Capital Lease Obligation;

(e) any Lien securing the renewal, extension, refinancing or refunding of any Indebtedness secured by any Lien permitted by clause (a), (b) or (d) above, clause (l), (q) or (x) below, or this clause (e); provided that (A) in the case of any renewal, extension, refinancing or refunding of Indebtedness secured by any Lien permitted by clause (x) below any such Indebtedness shall be secured on a junior basis with this Facility with respect to the Collateral, (B) in the case of any renewal, extension, refinancing or refunding of Indebtedness secured by any Lien permitted by clause (b) or (d) above (or successive renewals, extensions, refinancings or refundings thereof) such renewal, extension, refinancing or refunding is made without any change in the class or category of assets or property subject to such Lien and no such Lien is extended to cover any additional class or category of assets or property, (C) in the case of any renewal, extension, refinancing or refunding of Indebtedness secured by any Lien permitted by clause (l) below (or successive renewals, extensions, refinancings or refundings thereof), such Lien does not extend to cover any other assets or property (other than the proceeds or products thereof and after-acquired property subjected to a Lien pursuant to terms existing at the time of such acquisition, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition), (D) in the case of any renewal, extension, refinancing or refunding of Indebtedness secured by any Lien permitted by clause (q) below (or successive renewals, extensions, refinancings or refundings thereof), such Liens do not encumber any assets or property other than Collateral (with the priority of such Liens in the Collateral being as set forth in an Intercreditor Agreement); and (E) in the case of any

renewal, extension, refinancing or refunding of Indebtedness of the Parent Borrower and its Restricted Subsidiaries permitted by Subsection 8.13(i) (or successive renewals, extensions, refinancings or refundings thereof), that the principal amount of such Indebtedness is not increased except as permitted by Subsection 8.13(i);

(f) Liens on accounts receivable and related assets of the type specified in the definition of "Receivables Financing" incurred in connection with a Qualified Receivables Financing;

(g) Liens in favor of lessors securing operating leases permitted hereunder;

(h) statutory or common law Liens or rights of setoff of depository banks or securities intermediaries with respect to deposit accounts, securities accounts or other funds of the Parent Borrower or any Restricted Subsidiary maintained at such banks or intermediaries, including to secure fees and charges in connection with returned items or the standard fees and charges of such banks or intermediaries in connection with the deposit accounts, securities accounts or other funds maintained by the Parent Borrower or such Restricted Subsidiary at such banks or intermediaries (excluding any Indebtedness for borrowed money owing by the Parent Borrower or such Restricted Subsidiary to such banks or intermediaries);

(i) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Parent Borrower or its Restricted Subsidiaries in the ordinary course of business;

(j) Liens on the property or assets described in Subsection 8.13(p) in respect of Indebtedness of the Parent Borrower and its Restricted Subsidiaries permitted by Subsection 8.13(p);

(k) (i) Liens on the property or assets described in Subsection 8.13(q) in respect of Indebtedness of the Parent Borrower and its Subsidiaries permitted by Subsection 8.13(q) or (ii) Liens on cash, Cash Equivalents and Temporary Cash Investments in respect of obligations described in Subsection 8.13(x) (whether or not such obligations constitute Indebtedness);

(l) Liens securing Indebtedness of the Parent Borrower and its Restricted Subsidiaries permitted by Subsection 8.13(m) assumed in connection with any Permitted Acquisition (other than Liens on the Capital Stock of any Person that becomes a Restricted Subsidiary); provided that (i) such Lien was not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary, (ii) such Lien does not extend to cover any other assets or property (other than the proceeds or products thereof and after-acquired property subjected to a Lien pursuant to terms existing at the time of such acquisition, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition) and (iii) such Lien shall be created no later than the later of the date of such acquisition or the date of the assumption of such Indebtedness (other than as permitted by clause (ii) above);

(m) any encumbrance or restriction (including put and call agreements) with respect to the Capital Stock of any joint venture or similar arrangement pursuant to the joint venture or similar agreement with respect to such joint venture or similar arrangement;

(n) leases, subleases, licenses or sublicenses to or from third parties;

(o) Liens in respect of Guarantee Obligations permitted under Subsection 8.13(f) relating to Indebtedness of the Parent Borrower and its Restricted Subsidiaries otherwise permitted under Subsection 8.13, to the extent that Liens in respect of such Indebtedness are permitted under this Subsection 8.14;

(p) [reserved];

(q) Liens securing Indebtedness permitted by Subsections 8.13(k) and 8.13(t), provided that to the extent that the Borrower Representative determines to secure such Indebtedness permitted by Subsection 8.13(k) or 8.13(t) with a Lien on any Collateral on a basis *pari passu* in priority with the Liens securing the amounts due under the Facility and with a higher payment priority pursuant to Subsection 10.15 than clause “fifth” (Hedging Agreements or Cash Management Arrangements otherwise secured under the Security Documents), (x) only in respect of (i) any Bank Products Agreements constituting such Indebtedness permitted by Subsection 8.13(k) that are designated as Designated Cash Management Agreements and (ii) any Hedging Agreements constituting such Indebtedness permitted by Subsection 8.13(t) that are designated as Designated Hedging Agreements, in each case in accordance with the terms of Subsection 11.22 and (y) provided that the Borrower Representative shall designate the other party to such Bank Products Agreement or Hedging Agreement, as the case may be, as a Bank Products Affiliate or a Hedging Affiliate for the purposes of the Guarantee and Collateral Agreement in accordance with the terms of Subsection 11.22;

(r) Liens securing Indebtedness permitted by Subsection 8.13(u);

(s) Liens on Capital Stock of an Unrestricted Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary;

(t) Liens on equipment of the Parent Borrower or any of its Restricted Subsidiaries granted in the ordinary course of business to clients of which such equipment is located;

(u) Liens securing insurance premium financing arrangements, provided that such Lien is limited to the applicable insurance contracts;

(v) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(w) Liens securing Manufacturer Support Indebtedness, provided that such Liens only secure the helicopter or fixed-wing aircraft purchased from such manufacturer and any assets or contract rights related thereto;

(x) Liens in favor of the Parent Borrower or any of its Restricted Subsidiaries; and

(y) Liens on assets of the Parent Borrower or any of its Restricted Subsidiaries not otherwise permitted by the foregoing clauses of this Subsection 8.14 securing obligations or other liabilities of the Parent Borrower or any of its Restricted Subsidiaries; provided that the aggregate outstanding amount of obligations and liabilities secured by such Liens (when created), when aggregated with the amount of all other obligations and liabilities secured by other Liens incurred and outstanding under this clause (y), shall not exceed \$10,000,000; provided further that any Lien securing Indebtedness created pursuant to this clause (y) on Collateral shall be junior to the Lien on Collateral securing the Obligations under this Facility and subject to the terms of an Intercreditor Agreement or otherwise be on terms reasonably satisfactory to the Administrative Agent;

provided that, notwithstanding anything in this Agreement to the contrary, there shall be no Lien on any Restructured Aircraft except for Restructured Aircraft Liens and Liens permitted under Subsection 8.14(a)(x).

For purposes of determining compliance with this Subsection 8.14, (i) a Lien need not be incurred solely by reference to one category of Permitted Liens described in this Subsection 8.14 but may be incurred under any combination of such categories (including in part under one such category and in part under any other such category), (ii) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens, the Borrower Representative shall, in its sole discretion, classify or reclassify such Lien (or any portion thereof) and may include the amount and type of such Lien in one or more of the clauses of this Subsection 8.14, (iii) if any Liens securing Indebtedness are incurred to refinance Liens securing Indebtedness initially incurred in reliance on a basket measured by reference to a percentage of Consolidated Total Assets at the time of incurrence, and such refinancing would cause the percentage of Consolidated Total Assets restriction to be exceeded if calculated based on the Consolidated Total Assets on the date of such refinancing, such percentage of Consolidated Total Assets restriction shall not be deemed to be exceeded so long as the principal amount of such Indebtedness secured by such Liens does not exceed the principal amount of such Indebtedness secured by such Liens being refinanced, plus the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses (including accrued and unpaid interest) incurred or payable in connection with such refinancing, and (iv) it is understood that a Lien securing Indebtedness that is permitted by the foregoing provisions of this Subsection 8.14 may secure Debt Obligations with respect to such Indebtedness.

## SECTION 9. Events of Default

Subsection 9.1 Events of Default. Any of the following from and after the Closing Date shall constitute an event of default:

(a) (i) Any of the Borrowers shall fail to pay any principal of any Loan when due in accordance with the terms hereof (whether at Stated Maturity, by mandatory prepayment or otherwise) or (ii) any of the Borrowers shall fail to pay any interest on any Loan, or any other amount payable hereunder, within five Business Days after any such interest or other amount has become due in accordance with the terms hereof; or

(b) Any representation or warranty made or deemed made by the Parent Guarantor or Loan Party herein or in any other Loan Document (or in any amendment, modification or supplement hereto or thereto) or which is contained in any certificate furnished at any time by or on behalf of the Parent Guarantor or Loan Party pursuant to this Agreement or any such other Loan Document shall prove to have been incorrect in any material respect on or as of the date made or deemed made; or

(c) [reserved]; or

(d) The Parent Guarantor or Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in clauses (a) through (c) of this Subsection 9.1), and such default shall continue unremedied for a period of 60 days (or 180 days in the case of a Reporting Failure) after the date on which written notice thereof shall have been given to the Borrower Representative by the Administrative Agent or the Required Lenders; or

(e) (i) Any Loan Party or any of its Restricted Subsidiaries shall default in (x) any payment of principal of or interest on any Material Indebtedness or (y) in the payment of any Material Guarantee Obligation, beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness or Guarantee Obligation was created; (ii) any Loan Party or any of its Restricted Subsidiaries shall default in the observance or performance of any other agreement or condition relating to any Material Indebtedness or Material Guarantee Obligation contained in any instrument or agreement evidencing, securing or relating thereto (other than a default in the observance of any financial maintenance covenant, or a failure to provide notice of a default or an event of default under such instrument or agreement), or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Material Indebtedness or beneficiary or beneficiaries of such Material Guarantee Obligation (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice or lapse of time if required, such Material Indebtedness to become due prior to its Stated Maturity or such Material Guarantee Obligation to become payable (an "Acceleration"; and the term "Accelerated" shall have a correlative meaning), and such time shall have lapsed and, if any notice (a "Default Notice") shall be required to commence a grace period or declare the occurrence of an event of default before notice of Acceleration may be delivered, such Default Notice shall have been given and (in the case of the preceding clause (i) or this clause (ii)) such default, event or condition shall not have been remedied or waived by or on behalf of the holder or holders of such Material Indebtedness or Material Guarantee Obligation (provided that this clause (ii) shall not apply to (x) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder or (y)

any termination event or equivalent event pursuant to the terms of any Hedging Agreement); (iii) [reserved]; (iv) the Parent Guarantor or any of its Restricted Subsidiaries other than the Loan Parties shall default in (x) any payment of principal of or interest on any Material Indebtedness or (y) in the payment of any Material Guarantee Obligation, beyond the period of grace, if any, provided in the instrument or agreement under which such Material Indebtedness or Material Guarantee Obligation was created; or (v) the Parent Guarantor or any of its Restricted Subsidiaries other than the Loan Parties shall default in the observance or performance of any other agreement or condition relating to any Material Indebtedness or Material Guarantee Obligation or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist such that such Material Indebtedness or Material Guarantee Obligation shall have been Accelerated and such Acceleration shall not have been rescinded; or

(f) If (i) the Parent Guarantor or any Material Subsidiary of the Parent Guarantor shall commence any case, proceeding or other action (other than any case, proceeding or other action relating to the solvent reorganization of any Material Subsidiary of the Parent Guarantor (other than the Loan Parties)) (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, interim receiver, receivers, receiver and manager, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Parent Guarantor or any Material Subsidiary of the Parent Guarantor shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Parent Guarantor or any Material Subsidiary of the Parent Guarantor any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged, unstayed or unbonded for a period of 60 days; or (iii) there shall be commenced against the Parent Guarantor or any Material Subsidiary of the Parent Guarantor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Parent Guarantor or any Material Subsidiary of the Parent Guarantor shall take any corporate or other similar organizational action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) the Parent Guarantor or any Material Subsidiary of the Parent Guarantor shall be generally unable to, or shall admit in writing its general inability to, pay its debts as they become due; or

(g) (i) Any Person shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any failure to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan or any



Lien in favor of the PBGC or a Plan shall arise on the assets of any Borrower, Restricted Subsidiary or Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is in the reasonable opinion of the Administrative Agent likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA other than a standard termination pursuant to Section 4041(b) of ERISA, (v) either of the Parent Guarantor or any Commonly Controlled Entity shall, or in the reasonable opinion of the Administrative Agent is reasonably likely to, incur any liability in connection with a withdrawal from, or the Insolvency or ERISA Reorganization of, a Multiemployer Plan, or (vi) any other event or condition shall occur or exist with respect to a Plan or Foreign Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions, if any, would be reasonably expected to result in a Material Adverse Effect; or

(h) One or more judgments or decrees shall be entered against the Parent Guarantor or any Material Subsidiary of the Parent Guarantor involving in the aggregate at any time a liability (net of any insurance or indemnity payments actually received in respect thereof prior to or within 60 days from the entry thereof, or to be received in respect thereof in the event any appeal thereof shall be unsuccessful) of \$50,000,000 or more (in respect of which any right of appeal, judicial review or other judicial review process has lapsed or has been exhausted or foregone), and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof; or

(i) (i) Any material provision of any Security Document shall cease for any reason to be in full force and effect (other than (x) pursuant to the terms hereof or thereof or (y) by reason of any act or omission by the Administrative Agent or any Lender), or any Loan Party which is a party to any such Security Document shall so assert in writing, or (ii) the Lien created by any of the Security Documents shall cease to be created or perfected in accordance with (and to the extent required by) the terms of the Loan Documents with respect to any portion of the Collateral in excess of \$25,000,000 (x) in connection with any termination of such Lien in respect of any Collateral as permitted hereby or by any Security Document, (y) by reason of any act or omission by the Administrative Agent, the Collateral Agent or any Lender to take any action necessary to secure the validity or perfection of such Lien or (z) to the extent covered by a lender's title insurance policy provided by an insurer reasonably acceptable to the Administrative Agent), and such failure of such Lien to be created or perfected shall have continued unremedied for a period of 20 days;

provided that no such event shall constitute an event of default if arising from (1) the commencement or continuation of the Chapter 11 Cases or relating to any other supplemental, analogous or alternative case or liquidation process involving any of the Affiliate Guarantors, the Loan Parties or their respective Affiliates or any other person commenced in any other jurisdiction, (including the Canadian Case and the Cayman Case, each a "Foreign Proceeding" and collectively, the "Foreign Proceedings") that was commenced at any time prior to January 1,

2018 in respect of any of the Affiliate Guarantors, the Loan Parties or their respective Affiliates, but only so long as the continuation of such Foreign Proceeding does not materially adversely affect the applicable Affiliate Guarantor, the Loan Party or Affiliate's position, or the position of any Lender or Agent, under the Loan Documents and, in the case of any of the Affiliate Guarantors or the Loan Parties, Foreign Proceedings filed after the Closing Date shall be limited to those necessary to recognize or enforce the Chapter 11 Plan in another jurisdiction, or (2) any Event of Default arising from the commencement or continuation of any Foreign Proceeding at any time prior to January 1, 2018 in respect of a person that is not an Affiliate Guarantor, a Loan Party or an Affiliate thereof; provided further that, notwithstanding anything to the contrary contained in this Section 9, any failure of any Affiliate Guarantor or Loan Party to perform or observe any covenant, condition or agreement shall not constitute an Event of Default if such failure or error arises, in respect of any Abandoned Aircraft.

Subsection 9.2 Remedies Upon an Event of Default. (a) If any Event of Default occurs and is continuing, then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of Subsection 9.1(f) with respect to any Borrower, the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement shall immediately and automatically become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower Representative, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement to be due and payable forthwith, whereupon the same shall immediately become due and payable.

(b) Except as expressly provided above in this Section 9, to the maximum extent permitted by applicable law, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

## SECTION 10. The Agents

Subsection 10.1 Appointment. (a) Each Lender hereby irrevocably designates and appoints the Agents as the agents of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes each Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to or required of such Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Agents shall not have any duties or responsibilities, except, in the case of the Administrative Agent and the Collateral Agent, those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against any Agent.

(b) Each of the Agents may perform any of their respective duties under this Agreement, the other Loan Documents and any other instruments and agreements referred to herein or therein by or through its respective officers, directors, agents, employees or affiliates, or delegate any and all such rights and powers to, any one or more sub-agents appointed by such



Agent (it being understood and agreed, for avoidance of doubt and without limiting the generality of the foregoing, that the Administrative Agent and the Collateral Agent may perform any of their respective duties under the Security Documents by or through one or more of their respective affiliates). Each Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Section 10 shall apply to any such sub-agent and to the Related Parties of each Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Agent.

(c) Except for Subsections 10.5, 10.8(a), 10.8(b), 10.8(c), 10.8(e), 10.13 and (to the extent of the Borrowers' rights thereunder and the conditions included therein) 10.9, the provisions of this Section 10 are solely for the benefit of the Agents and the Lenders, and no Borrower or any other Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Subsection 10.2 The Agents and Affiliates. Each person serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include each person serving as an Agent hereunder in its individual capacity. Such person and its affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with Holdings, the Parent Borrower or any Subsidiary or other Affiliate thereof as if such person were not an Agent hereunder and without any duty to account therefor to the Lenders.

Subsection 10.3 Action by an Agent. In performing its functions and duties under this Agreement, each Agent shall act solely as an agent for the Lenders and, as applicable, the other Secured Parties, and no Agent assumes any (and shall not be deemed to have assumed any) relationship of agency or trust with or for the Parent Borrower or any of its Subsidiaries. Each Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact (including the Collateral Agent in the case of the Administrative Agent), and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact or counsel selected by it with reasonable care.

Subsection 10.4 Exculpatory Provisions. (a) No Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, no Agent:

(i) shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly

provided for herein or in the other Loan Documents); provided that such Agent shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable Requirement of Law; provided further that the Collateral Agent may refrain from taking any such action unless it receives written instruction to do so by the Administrative Agent; and

(iii) shall, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrowers or any of their Affiliates that is communicated to or obtained by the person serving as such Agent or any of its affiliates in any capacity.

(b) No Agent shall be liable for any action taken or not taken by it (x) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Subsection 9.2 or 11.1, as applicable), (y) in the absence of its own bad faith, gross negligence or willful misconduct or (z) in the case of the Collateral Agent, with the consent or at the request of the Administrative Agent. No Agent shall be deemed to have knowledge of any Default unless and until notice describing such Default is given to such Agent by a Borrower or a Lender.

(c) No Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the creation, perfection or priority of any Lien purported to be created by the Security Documents or (v) the satisfaction of any condition set forth in Section 6 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to such Agent. Without limiting the generality of the foregoing, the use of the term "agent" in this Agreement with reference to the Administrative Agent or the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term as used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties.

(d) Each party to this Agreement acknowledges and agrees that the Agents may use an outside service provider for the tracking of all UCC financing statements required to be filed pursuant to the Loan Documents and notification to any Agent of, among other things, the upcoming lapse or expiration thereof, and that any such service provider will be deemed to be acting at the request and on behalf of the Borrowers and the other Loan Parties. No Agent shall be liable for any action taken or not taken by any such service provider.

Subsection 10.5 Acknowledgement and Representations by Lenders. Each Lender expressly acknowledges that none of the Agents nor any of their officers, directors, employees, agents, attorneys-in-fact or affiliates has made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of the Parent Borrower or

any other Loan Party, shall be deemed to constitute any representation or warranty by such Agent to any Lender. Each Lender further represents and warrants to the Agents and each of the Loan Parties that it has had the opportunity to review each document made available to it on the Platform in connection with this Agreement and has acknowledged and accepted the terms and conditions applicable to the recipients thereof. Each Lender represents to the Agents and each of the Loan Parties that, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, it has made and will make, its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of Holdings and the Parent Borrower and the other Loan Parties, it has made its own decision to make its Loans hereunder and enter into this Agreement and it will make its own decisions in taking or not taking any action under this Agreement and the other Loan Documents and, except as expressly provided in this Agreement, none of the Agents shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender or the holder of any Note with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter. Each Lender (other than, in the case of clause (i), an Affiliated Lender, any Parent Entity or any Unrestricted Subsidiary) represents to each other party hereto (i) that it is a bank, savings and loan association or other similar savings institution, insurance company, investment fund or company or other financial institution which makes or acquires commercial loans in the ordinary course of its business, that it is participating hereunder as a Lender for such commercial purposes, and (ii) that it has the knowledge and experience to be and is capable of evaluating the merits and risks of being a Lender hereunder. Each Lender acknowledges and agrees to comply with the provisions of Subsection 11.6 applicable to the Lenders hereunder.

Subsection 10.6 Indemnity; Reimbursement by Lenders. (a) To the extent that the Parent Borrower or any other Loan Party for any reason fails to indefeasibly pay any amount required under Subsection 11.5 to be paid by it to the Administrative Agent (or any sub-agent thereof), the Collateral Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender severally agrees to pay ratably according to their respective Commitment Percentages in effect on the date on which the applicable unreimbursed expense or indemnity payment is sought under this Subsection 10.6 (or, if the applicable unreimbursed expense or indemnity payment is sought after the date upon which the Loans shall have been paid in full, ratably in accordance with their Commitment Percentages, immediately prior to such date) such unpaid amount (such indemnity shall be effective whether or not the related losses, claims, damages, liabilities and related expenses are incurred or asserted by any party hereto or any third party); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent (or any sub-agent thereof), or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent (or any sub-agent thereof) in connection with such capacity. The obligations of the Lenders under this Subsection 10.6 are subject to the provisions of Subsection 4.8.

(b) Any Agent shall be fully justified in failing or refusing to take any action hereunder and under any other Loan Document (except actions expressly required to be taken by it hereunder or under the Loan Documents) unless it shall first be indemnified to its satisfaction

by the Lenders pro rata against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action.

(c) All amounts due under this Subsection 10.6 shall be payable not later than three Business Days after demand therefor. The agreements in this Subsection 10.6 shall survive the payment of the Loans and all other amounts payable hereunder.

Subsection 10.7 Right to Request and Act on Instructions. (a) Each Agent may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the Loan Documents an Agent is permitted or desires to take or to grant, and if such instructions are promptly requested, the requesting Agent shall be absolutely entitled as between itself and the Lenders to refrain from taking any action or to withhold any approval and shall not be under any liability whatsoever to any Lender for refraining from any action or withholding any approval under any of the Loan Documents until it shall have received such instructions from the Required Lenders or all or such other portion of the Lenders as shall be prescribed by this Agreement. Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of an Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (or all or such other portion of the Lenders as shall be prescribed by this Agreement) and, notwithstanding the instructions of the Required Lenders (or such other applicable portion of the Lenders), an Agent shall have no obligation to any Lender to take any action if it believes, in good faith, that such action would violate applicable law or exposes an Agent to any liability for which it has not received satisfactory indemnification in accordance with the provisions of Subsection 10.6.

(b) Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Each Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall be entitled to rely upon the advice of any such counsel, accountants or experts and shall not be liable for any action taken or not taken by it in accordance with such advice.

Subsection 10.8 Collateral Matters. (a) Each Lender authorizes and directs the Collateral Agent and/or the Administrative Agent to enter into (x) the Security Documents and any Intercreditor Agreement for the benefit of the Lenders and the other Secured Parties, (y) any amendments or waivers of or supplements to or other modifications to the Security Documents and any Intercreditor Agreement in connection with the incurrence by any Loan Party or any Subsidiary thereof of additional Indebtedness permitted to be secured by lien on Collateral pursuant to Subsection 8.14 (each an “Intercreditor Agreement Supplement”) to permit such

additional Indebtedness to be secured by a valid, perfected lien (with such priority as may be designated by the Borrower Representative or relevant Subsidiary, to the extent that such priority is permitted by the Loan Documents) and (z) any amendments provided for under Subsections 2.6, 2.7 and 2.8, respectively. Each Lender hereby agrees, and each holder of any Revolving Credit Note by the acceptance thereof will be deemed to agree, that, except as otherwise set forth herein, any action taken by the Administrative Agent, Collateral Agent or the Required Lenders in accordance with the provisions of this Agreement, the Security Documents, any Intercreditor Agreement, any Intercreditor Agreement Supplement, or any agreement required in connection with an Incremental Facility pursuant to Subsection 2.6, any agreement required in connection with a Refinancing Amendment pursuant to Subsection 2.7 and any agreement required in connection with an Extension Offer pursuant to Subsection 2.8, and the exercise by the Agents or the Required Lenders of the powers set forth herein or therein, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all of the Lenders. Each of the Collateral Agent and the Administrative Agent is hereby authorized on behalf of all of the Lenders, without the necessity of any notice to or further consent from any Lender, from time to time, to take any action with respect to any applicable Collateral or Security Documents which may be necessary to perfect and maintain perfected the security interest in and liens upon the Collateral granted pursuant to the Security Documents. Each Lender agrees that it will not have any right individually to enforce or seek to enforce any Security Document or to realize upon any Collateral for the Loans unless instructed to do so by the Collateral Agent or the Administrative Agent, as applicable, it being understood and agreed that such rights and remedies may be exercised only by the Collateral Agent or the Administrative Agent or any of their respective sub-agents or designees. The Administrative Agent may grant extensions of time for the creation and perfection of security interests in or the obtaining of title insurance, legal opinions or other deliverables with respect to particular assets or the provision of any guarantee by any Subsidiary (including extensions beyond the Closing Date or in connection with assets acquired, or Subsidiaries formed or acquired, after the Closing Date) where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Security Documents. Notwithstanding any provision herein to the contrary herein or in any Security Document, the Administrative Agent shall undertake all decisions related to all enforcement actions against the Loan Parties and their properties and assets (including the Collateral) and in the absence of its own bad faith, gross negligence or willful misconduct, the Collateral Agent shall have no liability for following the Administrative Agent's instructions.

(b) The Lenders hereby authorize each Agent, in each case at its option and in its discretion, (A) to release or subordinate any Lien granted to or held by such Agent upon any Collateral (i) upon payment and satisfaction of all of the Obligations under the Loan Documents at any time arising under or in respect of this Agreement or the Loan Documents or the transactions contemplated hereby or thereby that are then due and unpaid, (ii) constituting property being sold or otherwise disposed of (to Persons other than a Loan Party) upon the sale or other disposition thereof, (iii) owned by any Subsidiary Guarantor that becomes an Excluded Subsidiary or ceases to be a Restricted Subsidiary of the Parent Borrower or constituting Capital Stock of an Excluded Subsidiary, (iv) if approved, authorized or ratified in writing by the Required Lenders (or such greater amount, to the extent required by Subsection 11.1), (v) constituting Non-Core Assets or (vi) as otherwise may be expressly provided in the relevant Security Documents, (B) at the written request of the Borrower Representative to subordinate



any Lien on any Excluded Assets or any other property granted to or held by such Agent, as the case may be under any Loan Document, to the holder of any Lien on such property that is permitted by Subsection 8.14 and (C) to release any Subsidiary Guarantor from its Obligations under any Loan Documents to which it is a party if such Person ceases to be a Restricted Subsidiary of the Parent Borrower or becomes an Excluded Subsidiary. Upon request by any Agent, at any time, the Required Lenders or all or such other portion of the Lenders as shall be prescribed by this Agreement will confirm in writing any Agent's authority to release particular types or items of Collateral pursuant to this Subsection 10.8.

(c) The Lenders hereby authorize the Administrative Agent and the Collateral Agent, as the case may be, in each case at its option and in its discretion, to enter into any amendment, amendment and restatement, restatement, waiver, supplement or modification, and to make or consent to any filings or to take any other actions, in each case as contemplated by Subsection 11.17. Upon request by any Agent, at any time, the Required Lenders or all or such other portion of the Lenders as shall be prescribed by this Agreement will confirm in writing the Administrative Agent's and the Collateral Agent's authority under this Subsection 10.8(c).

(d) No Agent shall have any obligation whatsoever to the Lenders to assure that the Collateral exists or is owned by Holdings, the Parent Borrower or any of its Restricted Subsidiaries or is cared for, protected or insured or that the Liens granted to any Agent herein or pursuant hereto have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise or to continue exercising at all or in any manner or under any duty of care, disclosure or fidelity any of the rights, authorities and powers granted or available to the Agents in this Subsection 10.8 or in any of the Security Documents, it being understood and agreed by the Lenders that in respect of the Collateral, or any act, omission or event related thereto, each Agent may act in any manner it may deem appropriate, in its sole discretion, given such Agent's own interest in the Collateral as a Lender and that no Agent shall have any duty or liability whatsoever to the Lenders, except for its bad faith, gross negligence or willful misconduct.

(e) Notwithstanding any provision herein to the contrary, any Security Document may be amended (or amended and restated), restated, waived, supplemented or modified as contemplated by and in accordance with either Subsection 11.1 or 11.17, as applicable, with the written consent of the Agent party thereto and the Loan Party party thereto.

(f) The Collateral Agent may, and hereby does, appoint the Administrative Agent as its agent for the purposes of holding any Collateral and/or perfecting the Collateral Agent's security interest therein and for the purpose of taking such other action with respect to the collateral as such Agents may from time to time agree. Notwithstanding anything to the contrary herein or in any other Loan Document, (i) the Administrative Agent shall have no liability or obligations for the perfection or failure to perfect in any Collateral, (ii) the Administrative Agent may resign from its role as a designee and sub-agent of the Collateral Agent at any time upon 10 days' written notice to the Borrower Representative and the Collateral Agent, without any further liability or obligation and (iii) the Collateral Agent shall have no liability or obligations relating the collection and distribution of any funds relating to any Collateral.

Subsection 10.9 Successor Agent. Subject to the appointment of a successor as set forth herein, (i) the Administrative Agent or the Collateral Agent may be removed by the Borrower Representative or the Required Lenders if the Administrative Agent, the Collateral Agent, or a controlling affiliate of the Administrative Agent or the Collateral Agent is a Defaulting Lender and (ii) the Administrative Agent and the Collateral Agent may resign as Administrative Agent or Collateral Agent, respectively, in each case upon 10 days' notice to the Administrative Agent, the Collateral Agent, the Lenders, the Parent Borrower and the Borrower Representative, as applicable. If the Administrative Agent or the Collateral Agent shall be removed by the Parent Borrower or the Required Lenders pursuant to clause (i) above or if the Administrative Agent or the Collateral Agent shall resign as Administrative Agent or Collateral Agent, as applicable, under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which such successor agent shall be subject to approval by the Parent Borrower; provided that such approval by the Parent Borrower in connection with the appointment of any successor Administrative Agent or Collateral Agent shall only be required so long as no Event of Default under Subsection 9.1(a) or 9.1(f) has occurred and is continuing; provided, further, that the Parent Borrower shall not unreasonably withhold its approval of any successor Administrative Agent or Collateral Agent if such successor is a commercial bank with a consolidated combined capital and surplus of at least \$5,000,000,000. Upon the successful appointment of a successor agent, such successor agent shall succeed to the rights, powers and duties of the Administrative Agent or the Collateral Agent, as applicable, and the term "Administrative Agent" or "Collateral Agent", as applicable, shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Administrative Agent or Collateral Agent, as applicable, shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any holders of the Loans. After any retiring Agent's resignation or removal as Agent, the provisions of this Section 10 (including this Subsection 10.9) shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement and the other Loan Documents. The fees payable by the Borrower Representative to a successor Administrative Agent or Collateral Agent shall not be greater than those payable to its predecessor unless otherwise agreed between the Borrower Representative and such successor.

Subsection 10.10 [Reserved].

Subsection 10.11 Withholding Tax. To the extent required by any applicable law, each Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding tax, and in no event shall such Agent be required to be responsible for or pay any additional amount with respect to any such withholding. If the Internal Revenue Service or any other Governmental Authority asserts a claim that any Agent did not properly withhold tax from amounts paid to or for the account of any Lender because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify such Agent of a change in circumstances which rendered the exemption from or reduction of withholding tax ineffective or for any other reason, without limiting the provisions of Subsection 4.11(a), such Lender shall indemnify such Agent fully for all amounts paid, directly or indirectly, by such Agent as tax or otherwise, including any penalties or interest and together with any expenses incurred and shall make payable in respect thereof within 30 days after demand therefor. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall

be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Subsection 10.11. The agreements in this Subsection 10.11 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all other Obligations.

Subsection 10.12 [Reserved]. [Reserved].

Subsection 10.13 Appointment of Borrower Representatives. Each Borrower hereby designates the Parent Borrower as its Borrower Representative. The Borrower Representative will be acting as agent on each Borrower's behalf for the purposes of issuing notices of Borrowing and notices of conversion/continuation of any Loans pursuant to Section 2 and Section 4 or similar notices, giving instructions with respect to the disbursement of the proceeds of the Loans, selecting interest rate options, giving and receiving all other notices and consents hereunder or under any of the other Loan Documents and taking all other actions (including in respect of compliance with covenants) on behalf of any Borrower or the Borrowers under the Loan Documents. The Borrower Representative hereby accepts such appointment. Each Borrower agrees that each notice, election, representation and warranty, covenant, agreement and undertaking made on its behalf by the Borrower Representative shall be deemed for all purposes to have been made by such Borrower and shall be binding upon and enforceable against such Borrower to the same extent as if the same had been made directly by such Borrower.

Subsection 10.14 Administrative Agent May File Proofs of Claim. In case of the pendency of any Bankruptcy Proceeding or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) is hereby authorized by the Lenders, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Subsection 11.5) allowed in such judicial proceeding;

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent



and its agents and counsel, and any other amounts due the Administrative Agent under Subsection 11.5.

Subsection 10.15 Application of Proceeds. The Lenders, the Administrative Agent and the Collateral Agent agree, as among such parties, as follows: subject to the terms of any applicable Intercreditor Agreement or Intercreditor Agreement Supplement, after the occurrence and during the continuance of an Event of Default, all amounts collected or received by the Administrative Agent, the Collateral Agent, any Lender on account of amounts then due and outstanding under any of the Loan Documents (the “Collection Amounts”) shall, except as otherwise expressly provided herein, be applied as follows: first, [reserved], second, to pay all reasonable out-of-pocket costs and expenses (including reasonable attorneys’ fees to the extent provided herein) due and owing hereunder of the Administrative Agent and the Collateral Agent in connection with enforcing the rights of the Agents, the Lenders under the Loan Documents (including all expenses of sale or other realization of or in respect of the Collateral and any sums advanced to the Collateral Agent (or to the Administrative Agent as its sub-agent or designee) or to preserve its security interest in the Collateral), third, to pay all reasonable out-of-pocket costs and expenses (including reasonable attorneys’ fees to the extent provided herein) due and owing hereunder of each of the Lenders in connection with enforcing such Lender’s rights under the Loan Documents, fourth, (x) to the extent such amounts are collected or received as a result of any sale or other disposition of any Restructured Aircraft Collateral, to pay interest on and principal of the Initial Loans then outstanding, applied first to the portion of the Tranche of Initial Loan relating to the applicable Restructured Aircraft until paid in full and second pro rata to the remaining portion of the Tranches of Initial Loans associated with all other Restructured Aircraft until all of the Initial Loans are paid in full, and (y) in all other cases, to pay (on a ratable basis) (A) interest on and then principal of Loans then outstanding and (B) any outstanding obligations payable under (i) Designated Cash Management Agreements, up to the maximum amount of the exposure thereunder as notified from time to time by the Cash Management Party to the Administrative Agent pursuant to the definition of “Cash Management Reserves” and (ii) Designated Hedging Agreements up to the maximum amount of the MTM value thereunder as notified from time to time by the Hedging Party (or, if applicable, an alternative MTM value notified by the Borrower Representative pursuant to a Dealer Polling) to the Administrative Agent pursuant to the definition of “Designated Hedging Reserves”, in each case which are secured under the Security Documents, fifth, to pay obligations under Cash Management Arrangements (other than pursuant to any Designated Cash Management Agreements, but including any amounts not paid pursuant to clause “fourth”(y)(B)(i) above) and Hedging Agreements (other than pursuant to any Designated Hedging Agreements, but including any amounts not paid pursuant to clause “fourth”(y)(B)(ii) above), and sixth, to pay the surplus, if any, to whomever may be lawfully entitled to receive such surplus. To the extent that any amounts available for distribution pursuant to clause “fourth” are insufficient to pay all obligations described therein in full, such moneys shall be allocated pro rata among the Lenders based on their respective Commitment Percentages. Subject to Subsection 11.1(a)(vii), this Subsection 10.15 may be amended (and the Lenders hereby irrevocably authorize the Administrative Agent to enter into any such amendment) to the extent necessary to reflect differing amounts payable, and priorities of payments, to Lenders participating in any new classes or tranches of loans added pursuant to Subsections 2.6, 2.7 and 2.8, as applicable; provided that no classes or tranches of Loans other than the Initial Loans shall receive any

prepayment from the proceeds of an Asset Sale described in Subsection 4.4(b) or Recovery Event described in Subsection 4.4(c) until the Initial Loans have been paid in full.

Notwithstanding the foregoing, no Excluded Obligation shall be paid with amounts received from the applicable Guarantor or Affiliate Guarantor or its respective assets, and all Excluded Obligations shall be disregarded in any application of Collection Amounts pursuant to the preceding paragraph.

Subsection 10.16 FATCA Information. (a) Upon written request, the Administrative Agent, the Collateral Agent and/or the Lenders shall provide to the Parent Guarantor and the Borrower Representative or any agent thereof any information specified by such parties that is reasonably available to the Administrative Agent, the Collateral Agent and/or the Lenders, as the case may be, and may be necessary for compliance with FATCA, subject in all cases to confidentiality provisions.

(b) The Administrative Agent, the Collateral Agent and the Lenders shall provide to the Parent Guarantor and the Borrower Representative upon reasonable request all reasonably available information in their possession and specifically requested by the Parent Guarantor or the Borrower Representative in connection with regulatory matters, including any information that is necessary or advisable in order for the Parent Guarantor and its Subsidiaries (or their parents and/or Affiliates) to comply with regulatory requirements, including, for the avoidance of doubt, FATCA.

#### SECTION 11. Miscellaneous

Subsection 11.1 Amendments and Waivers. (a) Neither this Agreement nor any other Loan Document, nor any terms hereof or thereof, may be amended, supplemented, modified or waived except in accordance with the provisions of this Subsection 11.1. The Required Lenders may, or, with the written consent of the Required Lenders, the Administrative Agent may, from time to time, (x) enter into with the respective Affiliate Guarantors or Loan Parties hereto or thereto, as the case may be, written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or to the other Loan Documents or changing, in any manner the rights or obligations of the Lenders or the Affiliate Guarantors or Loan Parties hereunder or thereunder or (y) waive at any Affiliate Guarantor's or Loan Party's request, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that amendments pursuant to Subsections 11.1(d) and 11.1(f) may be effected without the consent of the Required Lenders to the extent provided therein; provided, further, that no such waiver and no such amendment, supplement or modification shall:

(i) (A) reduce or forgive the amount or extend the scheduled date of maturity of any Loan or of any scheduled installment thereof (including extending the Termination Date), (B) reduce the stated rate of any interest, commission or fee payable hereunder (other than as a result of any waiver of the applicability of any post-default increase in interest rates), (C) increase the amount or extend the expiration date of any Lender's Loans or

extend the scheduled date of any payment thereof or (D) change the currency in which any Loan is payable, in each case without the consent of each Lender directly and adversely affected thereby (it being understood that amendments or supplements to, or waivers or modifications of, any conditions precedent, representations, warranties, covenants, Defaults or Events of Default or of a mandatory repayment or mandatory reduction in the aggregate Loans of all Lenders shall not constitute an extension of the scheduled date of maturity, any scheduled installment, or the scheduled date of payment of the Loans of, any Lender);

(ii) amend, modify or waive any provision of this Subsection 11.1(a) or reduce the percentage specified in the definition of "Required Lenders" or consent to the assignment or transfer by the Parent Borrower of any of its respective rights and obligations under this Agreement and the other Loan Documents (other than pursuant to Subsection 8.2 or 11.6(a)), in each case without the written consent of all the Lenders;

(iii) release Guarantors or Affiliate Guarantors accounting for all or substantially all of the value of the Guarantee of the Obligations pursuant to the Guarantee and Collateral Agreement and the Guarantee Agreement, or, in the aggregate (in a single transaction or a series of related transactions), all or substantially all of the Collateral without the consent of all of the Lenders, except as expressly permitted hereby or by any Security Document (as such documents are in effect on the date hereof or, if later, the date of execution and delivery thereof in accordance with the terms hereof);

(iv) require any Lender to make Loans having an Interest Period of longer than six months or shorter than one month without the consent of such Lender;

(v) amend, modify or waive any provision of Section 10 without the written consent of the then Agents;

(vi) [reserved;]

(vii) amend, modify or waive the order of application of payments set forth in Subsection 4.4(b), 4.4(c), 4.4(d) or 4.4(e) hereof, or provide for the Lenders of any tranche of Loans other than Initial Loans to receive any portion of the payments required to be made under Subsection 4.4(b) or 4.4(c), in each case without the consent of each Lender directly and adversely affected thereby; or

(viii) amend, modify or waive the order of application of payments set forth in the penultimate sentence of Subsection 4.4(a), or Subsection 4.8(a), 10.15 or 11.7 hereof, in each case without the consent of each Lender directly and adversely affected thereby;

provided, further, that notwithstanding and in addition to the foregoing, and in addition to Liens the Collateral Agent (or the Administrative Agent as its sub-agent or designee) is authorized to release pursuant to Subsection 10.8(b), the Administrative Agent may, in its discretion, instruct the Collateral Agent (or, to the extent applicable, the Administrative Agent as its sub-agent or designee) to release the Lien on Collateral valued in the aggregate not in excess of \$7,500,000 in any Fiscal Year without the consent of any Lender (and, for the avoidance of doubt, without the consent of any other Secured Party).

(b) Any waiver and any amendment, supplement or modification pursuant to this Subsection 11.1 shall apply to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Agents and all future holders of the Loans. In the case of any waiver, each of the Loan Parties, the Lenders and the Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

(c) Notwithstanding any provision herein to the contrary, (x) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder or under any of the Loan Documents, except to the extent that the consent of such Lender would be required under clause (i) in the further proviso to the second sentence of Subsection 11.1(a) and (y) no Disqualified Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder or under any of the Loan Documents.

(d) Subject in the case of clauses (ii) through (iv) of this Subsection 11.1(d) to Subsection 11.1(a)(vii), but otherwise notwithstanding any other provision the contrary herein, this Agreement and the other Loan Documents may be amended (i) to cure any ambiguity, mistake, omission, defect or inconsistency, with the consent of the Borrower Representative and the Administrative Agent, (ii) in accordance with Subsection 2.6, to incorporate the terms of any Incremental Facility with the written consent of the Borrower Representative and Lenders providing such Incremental Facility, (iii) by a Refinancing Amendment in accordance with Subsection 2.7, with the written consent of the Borrower Representative and the Lenders providing such Credit Agreement Refinancing Indebtedness, (iv) in accordance with Subsection 2.8, to effectuate an Extension with the written consent of the Borrower Representative and the Extending Lenders and (v) in accordance with Subsection 7.11, to change the financial reporting convention. Without limiting the generality of the foregoing, any provision of this Agreement and the other Loan Documents, including, subject to Subsection 11.1(a)(vii), Subsection 4.4, 4.8 or 10.15, may be amended as set forth in the immediately preceding sentence to provide for non-pro rata borrowings and payments of any amounts hereunder as between any tranche hereunder (including any tranche of Extended Loans or Incremental Facilities and any other tranche created pursuant to Subsection 2.6, 2.7 or 2.8), or to provide for the inclusion, as appropriate, of the Lenders of any tranche of Extended Loans or Incremental Facilities or of any other tranche created pursuant to Subsection 2.6, 2.7 or 2.8 in any required vote or action of the Required Lenders, the Supermajority Lenders or the Lenders of each Tranche hereunder. The Administrative Agent hereby agrees (if requested by the Borrower Representative) to execute any amendment referred to in this clause (d) or an acknowledgement thereof.

(e) Notwithstanding any provision herein to the contrary, this Agreement may be amended (or deemed amended) or amended and restated with the written consent of the Required Lenders, the Administrative Agent and the Borrowers (x) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the existing Facilities and the accrued interest and fees in respect thereof, (y) to include, as appropriate, the Lenders holding such credit facilities in any required vote or action of the Required Lenders or of the Lenders of each Facility hereunder and (z) to provide class protection for any additional credit facilities.

(f) Notwithstanding any provision herein to the contrary, any Security Document may be amended (or amended and restated), restated, waived, supplemented or modified as contemplated by Subsection 11.17 with the written consent of the Agent party thereto and the Loan Party party thereto.

(g) If, in connection with any proposed change, waiver, discharge or termination of or to any of the provisions of this Agreement and/or any other Loan Document as contemplated by Subsection 11.1(a), the consent of each Lender or each affected Lender, as applicable, is required and the consent of the Required Lenders at such time is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained (each such other Lender, a “Non-Consenting Lender”) then the Borrower Representative may, on notice to the Administrative Agent and the Non-Consenting Lender, replace such Non-Consenting Lender by causing such Lender to (and such Lender shall be obligated to) assign pursuant to Subsection 11.6 (with the assignment fee and any other costs and expenses to be paid by the Borrower Representative in such instance) all of its rights and obligations under this Agreement to one or more assignees; provided that neither the Administrative Agent nor any Lender shall have any obligation to the Borrower Representative to find a replacement Lender; provided, further, that the applicable assignee shall have agreed to the applicable change, waiver, discharge or termination of this Agreement and/or the other Loan Documents; and provided, further, that all obligations of the Borrowers owing to the Non-Consenting Lender relating to the Loans and participations so assigned shall be paid in full by the assignee Lender (or, at the Borrower Representative’s option, by a Borrower) to such Non-Consenting Lender concurrently with such Assignment and Acceptance. In connection with any such replacement under this Subsection 11.1(g), if the Non-Consenting Lender does not execute and deliver to the Administrative Agent a duly completed Assignment and Acceptance and/or any other documentation necessary to reflect such replacement by the later of (a) the date on which the replacement Lender executes and delivers such Assignment and Acceptance and/or such other documentation and (b) the date as of which all obligations of the Borrowers owing to the Non-Consenting Lender relating to the Loans and participations so assigned shall be paid in full by the assignee Lender to such Non-Consenting Lender, then such Non-Consenting Lender shall be deemed to have executed and delivered such Assignment and Acceptance and/or such other documentation as of such date and the applicable Borrower shall be entitled (but not obligated) to execute and deliver such Assignment and Acceptance and/or such other documentation on behalf of such Non-Consenting Lender, and the Administrative Agent shall record such assignment in the Register.

(h) Upon the execution by the Parent Borrower and delivery to the Administrative Agent of a Subsidiary Borrower Termination with respect to any Subsidiary Borrower, such Subsidiary Borrower shall cease to be a Borrower; provided that the Subsidiary Borrower Termination shall not be effective (other than to terminate its right to borrow additional Loans under this Agreement) unless (x) another Borrower shall remain liable for the principal of or interest on any Loan to such Subsidiary Borrower outstanding hereunder or (y) the obligations of such Subsidiary Borrower shall have been assumed by another Borrower on terms and conditions reasonably satisfactory to the Administrative Agent. In the event that such Subsidiary Borrower shall cease to be a Subsidiary of the Parent Borrower, the Parent Borrower shall promptly execute and deliver to the Administrative Agent a Subsidiary Borrower

Termination terminating its status as a Borrower, subject to the proviso in the immediately preceding sentence.

Subsection 11.2 Notices. (a) All notices, requests, and demands to or upon the respective parties hereto to be effective shall be in writing (including facsimile or electronic mail), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or three days after being deposited in the mail, postage prepaid, or, in the case of facsimile notice or electronic mail, when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day) or, in the case of delivery by a nationally recognized overnight courier, when received, addressed as follows in the case of the Borrowers, the Administrative Agent and the Collateral Agent, and as set forth in Schedule A in the case of the other parties hereto, or to such other address as may be hereafter notified by the respective parties hereto and any future holders of the Loans:

The Parent Guarantor or the Parent Borrower  
(including in its capacity as Borrower  
Representative):

c/o CHC Helicopter  
600 East Las Colinas Blvd., 10th Flr  
Irving, TX 75039  
Attention: Nicolas P. Stable and Aoife  
Considine  
Telephone: +1-214-262-7437 and +353 1  
6343096  
Email: Nicolas.Stable@chc.ca and  
Aoife.Considine@chc.ca

In each case with copies (which shall not  
constitute notice) to:

Debevoise & Plimpton LLP  
65 Gresham Street  
London EC2V 7NQ  
Attention: Geoffrey P. Burgess  
Facsimile: +44 20 7588 4180  
Telephone: +44 20 7786 9075  
Email: gpburgess@debevoise.com

The Administrative Agent:

Morgan Stanley Senior Lending, Inc.  
1585 Broadway  
New York, NY 10036  
Attention: Lisa Hanson  
Facsimile: (212) 507-0993  
Telephone: (212) 761-6894  
Email: Lisa.Hanson@morganstanley.com

With copies (which shall not constitute notice) to: Paul Hastings LLP  
200 Park Avenue  
New York, NY 10166  
Attention: Leslie A. Plaskon  
Facsimile: (212) 230-7701  
Telephone: (212) 318-6421  
Email: leslieplaskon@paulhastings.com

The Collateral Agent: BNP Paribas S.A.  
[16, rue de Hanovre  
75002 Paris  
ACI: CAT04B1  
Facsimile : +33 1 43 16 82 54  
Telephone : +33 1 43 16 82 33 (Noëlle  
Courtin) / +33 1 42 98 60 77 (Philippe Laude)  
Email: noelle.courtin@bnpparibas.com;  
philippe.laude@bnpparibas.com;  
axel.rohrlich@bnpparibas.com;  
camille.brunel@bnpparibas.com]

provided that any notice, request or demand to or upon the Administrative Agent or the Lenders pursuant to Subsection 4.4 or 4.8 shall not be effective until received.

(b) Without in any way limiting the obligation of any Loan Party and its Subsidiaries to confirm in writing any telephonic notice permitted to be given hereunder, the Administrative Agent may prior to receipt of written confirmation act without liability upon the basis of such telephonic notice, believed by the Administrative Agent in good faith to be from a Responsible Officer of a Loan Party.

(c) Loan Documents may be transmitted and/or signed by facsimile or other electronic means (i.e., a “pdf” or “tiff”). The effectiveness of any such documents and signatures shall, subject to applicable law, have the same force and effect as manually signed originals and shall be binding on each Loan Party, each Agent and each Lender. The Administrative Agent may also require that any such documents and signatures be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or other electronic document or signature.

(d) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including electronic mail and Internet or intranet websites). Unless the Administrative Agent otherwise prescribes (with the Borrower Representative’s consent), (i) notices and other communications sent to an e-mail address shall be deemed to have been duly made or given when delivered, provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been delivered at the opening of business on the next Business Day, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the posting thereof.



(e) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS RELATED PARTIES WARRANT THE ACCURACY OR COMPLETENESS OF MATERIALS AND/OR INFORMATION PROVIDED BY OR ON BEHALF OF ANY BORROWER HEREUNDER (THE "BORROWER MATERIALS") OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM.

(f) Each Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Borrower Representative and the Administrative Agent.

(g) All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

Subsection 11.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent, any Lender or any Loan Party, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Subsection 11.4 Survival of Representations and Warranties. All representations and warranties made hereunder and in the other Loan Documents (or in any amendment, modification or supplement hereto or thereto) and in any certificate delivered pursuant hereto or such other Loan Documents shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

Subsection 11.5 Payment of Expenses and Taxes. Subject in all cases to Subsection 11.25(a) (for the avoidance of doubt and without limiting the generality thereof), the Borrowers, jointly and severally, agree (a) to pay or reimburse the Agents for (1) all their reasonable and documented out-of-pocket costs and expenses incurred in connection with (i) the development, preparation, execution and delivery of any amendment, supplement or modification to this Agreement and the other Loan Documents, and any other documents prepared in connection herewith or therewith (it being understood that the Borrowers shall not be liable for any costs or expenses incurred in connection with the development, preparation, execution and delivery of the Loan Documents delivered on the Closing Date), (ii) [reserved] and (iii) efforts to monitor the Loans and verify, protect, evaluate, assess, appraise, collect, sell, liquidate or otherwise dispose of any of the Collateral in accordance with the terms of the Loan Documents, and (2) the reasonable and documented fees and disbursements of Paul Hastings LLP, solely in its capacity as counsel to the Administrative Agent, [●], solely in its capacity as counsel to the Collateral



Agent, one firm of special aviation counsel to the Administrative Agent and, if necessary, and such other special or local counsel, consultants, advisors, appraisers and auditors whose retention (other than during the continuance of an Event of Default) is approved by the Borrower Representative, (b) to pay or reimburse each Lender and the Agents for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement of any rights under this Agreement, the other Loan Documents and any other documents prepared in connection herewith or therewith, including the fees and disbursements of counsel to the Agents and the Lenders, (c) to pay, indemnify, or reimburse each Lender and the Agents for, and hold each Lender and the Agents harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, any stamp, documentary, recording, filing and other similar taxes, if any, which may be payable or determined to be payable in connection with the execution, delivery or enforcement of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (d) to pay, indemnify or reimburse each Lender, each Agent (and any sub-agent thereof) and each Related Party of any of the foregoing Persons (each, an “Indemnatee”) for, and hold each Indemnatee harmless from and against, any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to (i) the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans, (ii) the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Parent Guarantor or any of its Restricted Subsidiaries or any of the property of the Parent Guarantor or any of its Restricted Subsidiaries, or any other property at which Materials of Environmental Concern generated by the Parent Guarantor or any of its Restricted Subsidiaries was managed, released, or discharged, or (iii) of any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Affiliate Guarantor or Loan Party and regardless of whether any Indemnatee is a party thereto (all the foregoing in this clause (d), collectively, the “Indemnified Liabilities”); provided that none of the Parent Guarantor and the Borrowers shall have any obligation hereunder to any Agent (or any sub-agent thereof) or any Lender (or any Related Party of any of the foregoing Persons) with respect to Indemnified Liabilities arising from (i) the gross negligence, bad faith or willful misconduct of any such Agent (or any sub-agent thereof) or Lender (or any Related Party of any of the foregoing Persons), as the case may be, as determined by a court of competent jurisdiction in a final and non-appealable decision, (ii) a material breach of the Loan Documents by any such Agent (or any sub-agent thereof) or Lender (or any Related Party of any of the foregoing Persons), as the case may be, as determined by a court of competent jurisdiction in a final and non-appealable decision, or (iii) claims against such Indemnatee or any Related Party brought by any other Indemnatee that do not involve claims against any Agent in its capacity as such. None of the Parent Guarantor and the Borrowers nor any Indemnatee shall be liable for any indirect, special, punitive or consequential damages hereunder; provided that nothing contained in this sentence shall limit the Borrowers’ indemnity under this Subsection 11.5 to the extent that such indirect, special, punitive or consequential damages are included in any third-party claim in connection with which such Indemnatee is entitled to indemnification hereunder. All amounts due under this Subsection 11.5 shall be payable not later than 30 days after written demand

therefor. Statements reflecting amounts payable by the Affiliate Guarantors or the Loan Parties pursuant to this Subsection 11.5 shall be submitted to the address of the Borrower Representative set forth in Subsection 11.2, or to such other Person or address as may be hereafter designated by the Borrower Representative in a notice to the Administrative Agent. Notwithstanding the foregoing, (A) except as provided in Subsections 11.5(b) and 11.5(c) above, none of the Parent Guarantor and the Borrowers shall have any obligation under this Subsection 11.5 to any Indemnitee with respect to any tax, levy, impost, duty, charge, fee, deduction or withholding imposed, levied, collected, withheld or assessed by any Governmental Authority and (B) none of the Affiliate Guarantors, the Loan Parties and their respective affiliates shall have any obligation under this Subsection 11.5 to any Indemnitee for any loss, cost, expense, liability, damage or claim (i) attributable to or arising out of the Affiliate Guarantors' or the Loan Parties', or their respective affiliates', Chapter 11 Cases, (ii) attributable to or arising out of the modification of any of the Prior Credit Agreement and the other Prior Loan Documents pursuant to the Settlement Agreement, or (iii) attributable to or arising out of any breach, termination, abandonment or modification of, or any exercise of remedies under any of the Prior Credit Agreement and the other Prior Loan Documents. The agreements in this Subsection 11.5 shall survive repayment of the Loans and all other amounts payable hereunder.

Subsection 11.6 Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) other than in accordance with Subsection 8.2, none of the Borrowers may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of each Lender (and any attempted assignment or transfer by the Parent Guarantor or any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with Subsection 4.13(d), Subsection 4.15(c), Subsection 11.1(g) and this Subsection 11.6.

(b) (i) Subject to the conditions set forth in Subsection 11.6(b)(ii) below, any Lender other than a Conduit Lender may, in the ordinary course of business and in accordance with applicable law, assign (other than to a Disqualified Lender, to any natural person or to the Parent Guarantor or any of their respective Subsidiaries) to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including its Loans, pursuant to an Assignment and Acceptance) with the prior written consent of:

(1) the Borrower Representative (such consent not to be unreasonably withheld, conditioned or delayed, in the case of an assignment to a commercial bank); provided that no consent of the Parent Borrower shall be required for an assignment if an Event of Default under Subsection 9.1(a) or 9.1(f) with respect to the Parent Borrower has occurred and is continuing; and

(2) the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed).

(ii) Assignments shall be subject to the following additional conditions:

(1) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Loans under any Facility, the amount of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless the Borrower Representative and the Administrative Agent otherwise consent, provided that (1) no such consent of the Borrower Representative shall be required if an Event of Default under Subsection 9.1(a) or 9.1(f) with respect to the Parent Borrower has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its Affiliates, if any;

(2) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of \$3,500 (unless waived by the Administrative Agent in any given case); provided that for concurrent assignments to two or more Lenders or Affiliates of a Lender, such assignment fee shall only be required to be paid once in respect of and at the time of such assignments; and

(3) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire.

(iii) Subject to acceptance and recording thereof pursuant to clause (b)(iv) below, from and after the effective date specified in each Assignment and Acceptance the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of (and bound by any related obligations under) Subsections 4.10, 4.11, 4.13, 4.15 and 11.5, and bound by its continuing obligations under Subsection 11.16). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with Subsection 4.13(d), Subsection 4.15(c), Subsection 11.1(g) and this Subsection 11.6 shall, to the extent that it would comply with Subsection 11.6(c), be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (c) of this Subsection 11.6 (and any attempted assignment, transfer or participation which does not comply with this Subsection 11.6 shall be null and void).

(iv) The Borrowers hereby collectively designate the Administrative Agent, and the Administrative Agent agrees, to serve as the Borrowers' agent, solely for purposes of this Subsection 11.6, to maintain at one of its offices in New York, New York a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and interest and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the

terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, and solely with respect to entries applicable to such Lender, any Lender, at any reasonable time and from time to time upon reasonable prior notice. Notwithstanding anything herein to the contrary, any assignment by a Lender to a Disqualified Lender shall be deemed null and void *ab initio* and the Register shall be modified to reflect a reversal of such assignment, and the Borrowers shall be entitled to pursue any remedy available to them (whether at law or in equity, including specific performance to unwind such assignment) against the Lender and such Disqualified Lender. In no event shall the Administrative Agent be obligated to ascertain, monitor or inquire as to whether any prospective assignee is a Disqualified Lender. Notwithstanding the foregoing, in no event shall the Administrative Agent be obligated to ascertain, monitor or inquire as to whether any Lender is an Affiliated Lender nor shall the Administrative Agent be obligated to monitor the aggregate amount of Loans held by Affiliated Lenders. Upon request by the Administrative Agent, the Borrower Representative shall use commercially reasonable efforts to (i) promptly (and in any case, not less than five Business Days (or shorter period as agreed to by the Administrative Agent) prior to the proposed effective date of any amendment, consent or waiver pursuant to Subsection 11.1) provide to the Administrative Agent, a list of, to the Borrower Representative's knowledge, all Affiliated Lenders holding Loans at the time of such notice and (ii) not less than five Business Days (or shorter period as agreed to by the Administrative Agent) prior to the proposed effective date of any amendment, consent or waiver pursuant to Subsection 11.1, provide to the Administrative Agent, a list of, to the Borrower Representative's knowledge, all Affiliated Debt Funds holding Loans at the time of such notice.

(v) Each Lender that sells a participation shall, acting for itself and, solely for this purpose, as an agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, or its other obligations under any Loan Document) except to the extent that such disclosure is necessary (x) to establish that such commitment, loan, or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or (y) for any Borrower to enforce its rights hereunder. The entries in the Participant Register shall be conclusive absent manifest error, and a Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(vi) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender (unless such assignment is being made in accordance with Subsection 4.13(d), Subsection 4.15(c), or Subsection 11.1(g), in which case the effectiveness of such Assignment and Acceptance shall not require execution by the assigning Lender) and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in this Subsection 11.6(b) and any written consent to such assignment required by this Subsection 11.6(b), the Administrative Agent shall accept such Assignment and Acceptance, record the information contained therein in the Register and give prompt notice of such assignment and recordation to

the Borrower Representative. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this clause (vi).

(vii) On or prior to the effective date of any assignment pursuant to this Subsection 11.6(b), the assigning Lender shall surrender to the Administrative Agent any outstanding Notes held by it evidencing Loans which are being assigned. Any Notes surrendered by the assigning Lender shall be returned by the Administrative Agent to the Borrower Representative marked "cancelled".

Notwithstanding the foregoing provisions of this Subsection 11.6(b) or any other provision of this Agreement, if the Borrower Representative shall have consented thereto in writing in its sole discretion, the Administrative Agent shall have the right, but not the obligation, to effectuate assignments of Loans via an electronic settlement system acceptable to Administrative Agent and the Borrower Representative as designated in writing from time to time to the Lenders by Administrative Agent (the "Settlement Service"). At any time when the Administrative Agent elects, in its sole discretion, to implement such Settlement Service, each such assignment shall be effected by the assigning Lender and proposed Assignee pursuant to the procedures then in effect under the Settlement Service, which procedures shall be subject to the prior written approval of the Borrower Representative and shall be consistent with the other provisions of this Subsection 11.6(b). Each assigning Lender and proposed Assignee shall comply with the requirements of the Settlement Service in connection with effecting any assignment of Loans pursuant to the Settlement Service. Assignments and assumptions of the Loans shall be effected by the provisions otherwise set forth herein until the Administrative Agent notifies the Lenders of the Settlement Service as set forth herein. The Borrower Representative may withdraw its consent to the use of the Settlement Service at any time upon notice to the Administrative Agent, and thereafter assignments and assumptions of the Loans shall be effected by the provisions otherwise set forth herein.

Furthermore, no Assignee, which as of the date of any assignment to it pursuant to this Subsection 11.6(b) would be entitled to receive any greater payment under Subsection 4.10 or 11.5 than the assigning Lender would have been entitled to receive as of such date under such Subsections with respect to the rights assigned, shall, notwithstanding anything to the contrary in this Agreement, be entitled to receive such greater payments unless the assignment was made after an Event of Default under Subsection 9.1(a) or 9.1(f) has occurred and is continuing or the Borrower Representative has expressly consented in writing to waive the benefit of this provision at the time of such assignment.

(c) (i) Any Lender other than a Conduit Lender may, in the ordinary course of its business and in accordance with applicable law, without the consent of the Borrower Representative or the Administrative Agent, sell participations (other than to any Disqualified Lender, or a natural person or the Parent Borrower or any of the Parent Borrower's Affiliates or its Subsidiaries (other than Permitted Affiliated Assignees)) to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) such Lender shall remain the holder of any such Loan for all purposes under this Agreement and the other

Loan Documents, (D) the Borrower Representative, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (E) in the case of any participation to a Permitted Affiliated Assignee, such participation shall be governed by the provisions of Subsection 11.6(h) (other than subclauses (i) and (iii) thereof) to the same extent as if each reference therein to an assignment of a Loan were to a participation of a Loan and the references to Affiliated Lender were to such Permitted Affiliated Assignee in its capacity as a participant. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, supplement, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, supplement, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to clause (i) or (iii) of the second proviso to the second sentence of Subsection 11.1(a) and (2) directly affects such Participant. Subject to Subsection 11.6(c)(ii), each Borrower agrees that each Participant shall be entitled to the benefits of (and shall have the related obligations under) Subsections 4.10, 4.11, 4.13, 4.15 and 11.5 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Subsection 11.6(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Subsection 11.7(b) as though it were a Lender, provided that such Participant shall be subject to Subsection 11.7(a) as though it were a Lender. Notwithstanding the foregoing, no Lender shall be permitted to sell participations under this Agreement to any Disqualified Lender and any such participation shall be void *ab initio*, except to the extent that the Borrower Representative has consented to such participation in writing (in which case such Lender will not be considered a Disqualified Lender solely for that particular participation). Any attempted participation which does not comply with this Subsection 11.6 shall be null and void.

(ii) No Loan Party shall be obligated to make any greater payment under Subsection 4.10 or 11.5 than it would have been obligated to make in the absence of any participation, unless the sale of such participation is made with the prior written consent of the Borrower Representative and the Borrower Representative expressly waives the benefit of this provision at the time of such participation. Any Participant that is not incorporated under the laws of the United States of America or a state thereof shall not be entitled to the benefits of Subsection 4.11 unless such Participant complies with Subsections 4.11(b) and 4.11(c) and provides the forms and certificates referenced therein to the Lender that granted such participation.

(d) Any Lender, without the consent of the Borrower Representative or the Administrative Agent, may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or central bank of a member state of the European Union, and this Subsection 11.6 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute (by foreclosure or otherwise) any such pledgee or Assignee for such Lender as a party hereto.

(e) No assignment or participation made or purported to be made to any Assignee or Participant shall be effective without the prior written consent of the Borrower



Representative if it would require any Borrower to make any filing with any Governmental Authority or qualify any Loan or Note under the laws of any jurisdiction, and the Borrower Representative shall be entitled to request and receive such information and assurances as it may reasonably request from any Lender or any Assignee or Participant to determine whether any such filing or qualification is required or whether any assignment or participation is otherwise in accordance with applicable law.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower Representative or the Administrative Agent and without regard to the limitations set forth in Subsection 11.6(b). Each Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any domestic or foreign bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state, federal or provincial bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance. Each such indemnifying Lender shall pay in full any claim received from each such Borrower pursuant to this Subsection 11.6(f) within 30 Business Days of receipt of a certificate from a Responsible Officer of the Borrower Representative specifying in reasonable detail the cause and amount of the loss, cost, damage or expense in respect of which the claim is being asserted, which certificate shall be conclusive absent manifest error. Without limiting the indemnification obligations of any indemnifying Lender pursuant to this Subsection 11.6(f), in the event that the indemnifying Lender fails timely to compensate each such Borrower for such claim, any Loans held by the relevant Conduit Lender shall, if requested by the Borrower Representative, be assigned promptly to the Lender that administers the Conduit Lender and the designation of such Conduit Lender shall be void.

(g) If the Borrower Representative wishes to replace the Loans under any Facility with ones having different terms, it shall have the option, with the consent of the Administrative Agent and subject to at least three Business Days' (or such shorter period as agreed to by the Administrative Agent in its reasonable discretion) advance notice to the Lenders under such Facility, instead of prepaying the Loans to be replaced, to (i) require the Lenders under such Facility to assign such Loans to the Administrative Agent or its designees and (ii) amend the terms thereof in accordance with Subsection 11.1. Pursuant to any such assignment, all Loans to be replaced shall be purchased at par (allocated among the Lenders under such Facility in the same manner as would be required if such Loans were being optionally prepaid), accompanied by payment of any accrued interest thereon. By receiving such purchase price (including accrued interest, fees and indemnity payments), the Lenders under such Facility shall automatically be deemed to have assigned the Loans under such Facility pursuant to the terms of the form of the Assignment and Acceptance, the Administrative Agent shall record such assignment in the Register and accordingly no other action by such Lenders shall be required in connection therewith. The provisions of this clause (g) are intended to facilitate the maintenance of the perfection and priority of existing security interests in the Collateral during any such replacement.



(h) [reserved].

(i) (i) Notwithstanding anything to the contrary in this Agreement, with respect to any assignment to or by an Affiliated Lender that is not an Affiliated Debt Fund:

(A) such Affiliated Lender and such other Lender shall execute and deliver to the Administrative Agent an assignment agreement substantially in the form of Exhibit K hereto (an “Affiliated Lender Assignment and Assumption”) and the Administrative Agent shall record such assignment in the Register;

(B) at the time of such assignment after giving effect to such assignment, the aggregate principal amount of all Loans held (or participated in) by Affiliated Lenders that are not Affiliated Debt Funds shall not exceed 25.0% of the aggregate principal amount of all Loans (the “Affiliated Lender Cap”) outstanding under this Agreement; provided that to the extent that any assignment to an Affiliated Lender would result in the aggregate principal amount of all Loans held by Affiliated Lenders exceeding the Affiliated Lender Cap, the assignment of such excess amount will be void *ab initio*;

(C) any such Loans acquired by (x) Holdings, the Parent Borrower or a Restricted Subsidiary shall be retired or cancelled promptly upon the acquisition thereof and (y) an Affiliated Lender may, with the consent of the Borrower Representative, be contributed to the Parent Borrower, whether through a Parent Entity or otherwise, and exchanged for debt or equity securities of the Parent Borrower or such Parent Entity that are otherwise permitted to be issued at such time pursuant to the terms of this Agreement, so long as any Loans so acquired by the Parent Borrower shall be retired and cancelled promptly upon the acquisition thereof;

(D) such assignment may only relate to or be in respect of Loans and related Obligations; and

(E) each Lender making such assignment to, or taking such assignment from, such Affiliated Lender acknowledges and agrees that in connection with such assignment, (1) such Affiliated Lender and/or its Affiliates then may have, and later may come into possession of information regarding the Loans or the Loan Parties hereunder that is not known to such Lender and that may be material to a decision by such Lender to enter into such assignment (“Excluded Information”), (2) such Lender has independently and, without reliance on the Affiliated Lender, Holdings, the Parent Borrower or any of its Subsidiaries, the Administrative Agent or any other Lender or any of their respective Affiliates, has made its own analysis and determination to enter into such assignment notwithstanding such Lender’s lack of knowledge of the

Excluded Information and (3) none of the Affiliated Lender, Holdings, the Parent Borrower and its Subsidiaries, the Administrative Agent, the other Lenders or any of their respective Affiliates shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against the Affiliated Lender, Holdings, the Parent Borrower or its Subsidiaries, the Administrative Agent, the other Lenders and their respective Affiliates, under applicable laws or otherwise, with respect to the nondisclosure of the Excluded Information. Each Lender entering into such an assignment further acknowledges that the Excluded Information may not be available to the Administrative Agent or the other Lenders.

Each Affiliated Lender agrees to notify the Administrative Agent promptly (and in any event within 10 Business Days) if it acquires any Person who is also a Lender, and each Lender agrees to notify the Administrative Agent promptly (and in any event within 10 Business Days) if it becomes an Affiliated Lender.

(ii) Notwithstanding anything to the contrary in this Agreement, no Affiliated Lender that is not an Affiliated Debt Fund shall have any right to (A) attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of the Loan Parties are not invited, (B) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and/or one or more Lenders, except to the extent that such information or materials have been made available to the Borrower Representative or its representatives or (C) receive advice of counsel to the Administrative Agent, the Collateral Agent or any other Lender or challenge their attorney client privilege.

(iii) Notwithstanding anything in Subsection 11.1 or the definition of "Required Lenders" to the contrary, for purposes of determining whether the Required Lenders, all affected Lenders or all Lenders have (A) consented (or not consented) to any amendment or waiver of any provision of this Agreement or any other Loan Document or any departure by any Loan Party therefrom, (B) otherwise acted on any matter related to any Loan Document, or (C) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, an Affiliated Lender that is not an Affiliated Debt Fund shall be deemed to have voted its interest as a Lender without discretion in the same proportion as the allocation of voting with respect to such matter by Lenders who are not such Affiliated Lenders; provided that, (I) to the extent that any Lenders are being compensated by the Borrowers for consenting to an amendment, modification, waiver or any other action, each Affiliated Lender who has been deemed to have voted its Loans in accordance with this Subsection 11.6(h)(iii) shall be entitled to be compensated on the same basis as each consenting Lender as if it had voted all of its Loans in favor of the applicable amendment, modification, waiver or other action); (II) no amendment, modification, waiver, consent or other action with respect to any Loan Document shall deprive such Affiliated Lender of its ratable share of any payments of Loans to which such Affiliated Lender is entitled under the Loan Documents without such Affiliated Lender providing its consent; and (III) that such Affiliated Lender shall have the right to approve any amendment, modification, waiver or consent that (x) disproportionately and adversely affects such Affiliated Lender in its capacity as

a Lender or affects such Affiliated Lender differently in its capacity as a Lender than other Lenders or (y) is of the type described in Subsections 11.1(a)(i) through 11.1(a)(viii) (other than subclauses (v) and (vi)); and in furtherance of the foregoing, (x) the Affiliated Lender agrees to execute and deliver to the Administrative Agent any instrument reasonably requested by the Administrative Agent to evidence the voting of its interest as a Lender in accordance with the provisions of this Subsection 11.6(h)(iii); provided that if the Affiliated Lender fails to promptly execute such instrument such failure shall in no way prejudice any of the Administrative Agent's rights under this Subsection 11.6(h)(iii) and (y) the Administrative Agent is hereby appointed (such appointment being coupled with an interest) by such Affiliated Lender as such Affiliated Lender's attorney-in-fact, with full authority in the place and stead of such Affiliated Lender and in the name of such Affiliated Lender, from time to time in the Administrative Agent's discretion to take any action and to execute any instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this Subsection 11.6(h)(iii).

(iv) Each Affiliated Lender that is not an Affiliated Debt Fund, solely in its capacity as a Lender, hereby agrees, and each Affiliated Lender Assignment and Assumption agreement shall provide a confirmation that, if any of Holdings, the Borrowers or any Restricted Subsidiary shall be subject to any voluntary or involuntary bankruptcy, reorganization, insolvency or liquidation proceeding (each, a "Bankruptcy Proceeding"), (i) such Affiliated Lender shall not take any step or action in such Bankruptcy Proceeding to object to, impede, or delay the exercise of any right or the taking of any action by the Administrative Agent (or the taking of any action by a third party that is supported by the Administrative Agent) in relation to such Affiliated Lender's claim with respect to its Loans (including objecting to any debtor in possession financing, grant of adequate protection, sale or disposition, compromise, or plan of reorganization) so long as such Affiliated Lender in its capacity as a Lender is treated in connection with such exercise or action on the same or better terms as the other Lenders and (ii) with respect to any matter requiring the vote of Lenders during the pendency of a Bankruptcy Proceeding (including voting on any plan of reorganization), the Loans held by such Affiliated Lender (and any Claim with respect thereto) shall be deemed to be voted in accordance with Subsection 11.6(h)(iii) above, so long as such Affiliated Lender in its capacity as a Lender is treated in connection with the exercise of such right or taking of such action on the same or better terms as the other Lenders. For the avoidance of doubt, the Lenders and each Affiliated Lender that is not an Affiliated Debt Fund agree and acknowledge that the provisions set forth in this Subsection 11.6(h)(iv) and the related provisions set forth in each Affiliated Lender Assignment and Assumption constitute a "subordination agreement" as such term is contemplated by, and utilized in, Section 510(a) of the United States Bankruptcy Code, and, as such, it is their intention that this Subsection 11.6(h)(iv) would be enforceable for all purposes in any case where Holdings, the Parent Borrower or any Restricted Subsidiary has filed for protection under any law relating to bankruptcy, insolvency or reorganization or relief of debtors applicable to Holdings, the Parent Borrower or such Restricted Subsidiary, as applicable. Each Affiliated Lender that is not an Affiliated Debt Fund hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Affiliated Lender's attorney-in-fact, with full authority in the place and stead of such Affiliated Lender and in the name of such Affiliated Lender (solely in respect of Loans and participations therein and not in respect of any other claim or status such Affiliated Lender may otherwise have), from time to time in the Administrative Agent's discretion to take any action and to execute any instrument

that the Administrative Agent may deem reasonably necessary to carry out the provisions of this Subsection 11.6(h)(iv).

(j) Notwithstanding anything to the contrary in this Agreement, Subsection 11.1 or the definition of “Required Lenders” (x) with respect to any assignment or participation to or by an Affiliated Debt Fund, such assignment or participation shall be made pursuant to an open market purchase and (y) for purposes of determining whether the Required Lenders have (i) consented (or not consented) to any amendment, supplement, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, (ii) otherwise acted on any matter related to any Loan Document, or (iii) directed or required the Administrative Agent, Collateral Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, all Loans held by Affiliated Debt Funds may not account for more than 50.0% of the Loans of consenting Lenders included in determining whether the Required Lenders have consented to any action pursuant to Subsection 11.1.

Subsection 11.7 Adjustments; Set-off; Calculations; Computations. (a) If any Lender (a “Benefited Lender”) shall at any time receive any payment of all or part of its Loans owing to it, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Subsection 9.1(f), or otherwise (except pursuant to Subsection 2.6, 2.7, 2.8, 4.4, 4.10, 4.13(d), 11.1(g) or 11.6)), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender’s Loans owing to it, or interest thereon, such Benefited Lender shall purchase for cash from the other Lenders an interest (by participation, assignment or otherwise) in such portion of each such other Lender’s Loans owing to it, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrower Representative, any such notice being expressly waived by the Borrower Representative to the extent permitted by applicable law, upon the occurrence of an Event of Default under Subsection 9.1(a) to set-off and appropriate and apply against any amount then due and payable under Subsection 9.1(a) by such Borrower any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of such Borrower. Each Lender agrees promptly to notify the Borrower Representative and the Administrative Agent after any such set-off and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application.

Subsection 11.8 Judgment. (a) If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court in any jurisdiction, it becomes necessary to convert into any

other currency (such other currency being hereinafter in this Subsection 11.8 referred to as the “Judgment Currency”) an amount due under any Loan Document in any currency (the “Obligation Currency”) other than the Judgment Currency, the conversion shall be made at the rate of exchange prevailing on the Business Day immediately preceding the date of actual payment of the amount due, in the case of any proceeding in the courts of any other jurisdiction that will give effect to such conversion being made on such date, or the date on which the judgment is given, in the case of any proceeding in the courts of any other jurisdiction (the applicable date as of which such conversion is made pursuant to this Subsection 11.8 being hereinafter in this Subsection 11.8 referred to as the “Judgment Conversion Date”).

(b) If, in the case of any proceeding in the court of any jurisdiction referred to in Subsection 11.8(a), there is a change in the rate of exchange prevailing between the Judgment Conversion Date and the date of actual receipt for value of the amount due, the applicable Loan Party shall pay such additional amount (if any, but in any event not a lesser amount) as may be necessary to ensure that the amount actually received in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of the Judgment Currency stipulated in the judgment or judicial order at the rate of exchange prevailing on the Judgment Conversion Date. Any amount due from any Loan Party under this Subsection 11.8(b) shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of any of the Loan Documents.

(c) The term “rate of exchange” in this Subsection 11.8 means the rate of exchange at which the Administrative Agent, on the relevant date at or about 12:00 noon (New York City time), would be prepared to sell, in accordance with its normal course foreign currency exchange practices, the Obligation Currency against the Judgment Currency.

Subsection 11.9 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement in any number of separate counterparts (including by facsimile and other electronic transmission), and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be delivered to the Borrower Representative and the Administrative Agent.

Subsection 11.10 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Subsection 11.11 Integration. Except for Sections 3.8, 8.1, 9.1 and 9.3 of the Settlement Agreement, which Sections shall remain in full force and effect notwithstanding the effectiveness of this Agreement on the Closing Date, this Agreement and the other Loan Documents represent the entire agreement of each of the Loan Parties party hereto and thereto, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any of the Loan Parties party hereto, the Administrative Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents, as applicable.



Subsection 11.12 Governing Law. THIS AGREEMENT AND ANY NOTES AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY NOTES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT THAT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Subsection 11.13 Submission to Jurisdiction; Waivers. Except during the pendency of the Chapter 11 Cases, during which the Bankruptcy Court shall have exclusive jurisdiction, each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party to the exclusive general jurisdiction of the Supreme Court of the State of New York for the County of New York (the "New York Supreme Court"), and the United States District Court for the Southern District of New York (the "Federal District Court," and together with the New York Supreme Court, the "New York Courts") and appellate courts from either of them; provided that nothing in this Agreement shall be deemed or operate to preclude (i) any Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations (in which case any party shall be entitled to assert any claim or defense, including any claim or defense that this Subsection 11.13 would otherwise require to be asserted in a legal action or proceeding in a New York Court), or to enforce a judgment or other court order in favor of the Administrative Agent or the Collateral Agent, (ii) any party from bringing any legal action or proceeding in any jurisdiction for the recognition and enforcement of any judgment, (iii) if all such New York Courts decline jurisdiction over any Person, or decline (or in the case of the Federal District Court, lack) jurisdiction over any subject matter of such action or proceeding, a legal action or proceeding may be brought with respect thereto in another court having jurisdiction and (iv) in the event a legal action or proceeding is brought against any party hereto or involving any of its assets or property in another court (without any collusive assistance by such party or any of its Subsidiaries or Affiliates), such party from asserting a claim or defense (including any claim or defense that this Subsection 11.13(a) would otherwise require to be asserted in a legal proceeding in a New York Court) in any such action or proceeding.

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected (i) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the applicable Borrower, the applicable Lender or the Administrative Agent, as the case may be, at the address specified in Subsection 11.2 or at such other address of which the Administrative Agent, any such

Lender and any such Borrower shall have been notified pursuant thereto, or (ii) in the case of the Borrowers, as provided in Subsection 11.23;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or (subject to clause (a) above) shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Subsection 11.13 any consequential or punitive damages.

**Subsection 11.14 Acknowledgements.** Each Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither any Agent nor Lender has any fiduciary relationship with or duty to any Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Administrative Agent and Lenders, on the one hand, and the Borrowers, on the other hand, in connection herewith or therewith is solely that of creditor and debtor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby and thereby among the Lenders or among any of the Borrowers and the Lenders.

**Subsection 11.15 Waiver of Jury Trial.** EACH OF THE BORROWERS, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY NOTES OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

**Subsection 11.16 Confidentiality.** (a) Each Agent and each Lender agrees to keep confidential any information (a) provided to it by or on behalf of Holdings or any of the Borrowers or any of their respective Subsidiaries pursuant to or in connection with the Loan Documents or (b) obtained by such Lender based on a review of the books and records of Holdings or any of the Borrowers or any of their respective Subsidiaries; provided that nothing herein shall prevent any Lender from disclosing any such information (i) to any Agent or any other Lender, (ii) to any Transferee, or prospective Transferee or any creditor or any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Borrower and its obligations which agrees to comply with the provisions of this Subsection 11.16 pursuant to a written instrument (or electronically recorded agreement from any Person listed above in this clause (ii), in respect to any electronic information (whether posted or otherwise distributed on any Platform)) for the benefit of the Borrowers (it being understood that each relevant Lender shall be solely responsible for obtaining such instrument (or such electronically recorded agreement)), (iii) to its Affiliates and the employees, officers, partners, directors, agents, attorneys, accountants and other professional advisors of it and its Affiliates; provided that such Lender shall inform each such Person of the agreement under this Subsection



11.16 and take reasonable actions to cause compliance by any such Person referred to in this clause (iii) with this agreement (including, where appropriate, to cause any such Person to acknowledge its agreement to be bound by the agreement under this Subsection 11.16), (iv) upon the request or demand of any Governmental Authority having jurisdiction over such Lender or its affiliates or to the extent required in response to any order of any court or other Governmental Authority or as shall otherwise be required pursuant to any Requirement of Law; provided that, other than with respect to any disclosure to any bank regulatory authority, such Lender shall, unless prohibited by any Requirement of Law, notify the Borrower Representative of any disclosure pursuant to this clause (iv) as far in advance as is reasonably practicable under such circumstances, (v) which has been publicly disclosed other than in breach of this Agreement, (vi) in connection with the exercise of any remedy hereunder, under any Loan Document or under any Interest Rate Agreement, (vii) in connection with periodic regulatory examinations and reviews conducted by the National Association of Insurance Commissioners or any Governmental Authority having jurisdiction over such Lender or its affiliates (to the extent applicable), (viii) in connection with any litigation to which such Lender (or, with respect to any Interest Rate Agreement, any Affiliate of any Lender party thereto) may be a party subject to the proviso in clause (iv) above, and (ix) if, prior to such information having been so provided or obtained, such information was already in an Agent's or a Lender's possession on a non-confidential basis without a duty of confidentiality to any Borrower being violated. Notwithstanding any other provision of this Agreement, any other Loan Document or any Assignment and Acceptance, the provisions of this Subsection 11.16 shall survive with respect to each Agent and Lender until the second anniversary of such Agent or Lender ceasing to be an Agent or a Lender, respectively; provided that in no case shall any Agent or Lender cease to be obligated pursuant to this Subsection 11.16 prior to the third anniversary of the Closing Date.

(b) Each Lender acknowledges that any such information referred to in Subsection 11.16(a), and any information (including requests for waivers and amendments) furnished by the Borrowers or the Administrative Agent pursuant to or in connection with this Agreement and the other Loan Documents, may include material non-public information concerning the Borrowers, the other Loan Parties and their respective Affiliates or their respective securities. Each Lender represents and confirms that such Lender has developed compliance procedures regarding the use of material non-public information; that such Lender will handle such material non-public information in accordance with those procedures and applicable law, including United States federal and state securities laws; and that such Lender has identified to the Administrative Agent a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law.

Subsection 11.17 Incremental Indebtedness; Additional Indebtedness. In connection with the incurrence by any Loan Party or any Subsidiary thereof of any Incremental Indebtedness or additional Indebtedness permitted to be secured by a lien on Collateral pursuant to Subsection 8.14, each of the Administrative Agent and the Collateral Agent agree to execute and deliver any applicable Intercreditor Agreement or Intercreditor Agreement Supplement and amendments, amendments and restatements, restatements or waivers of or supplements to or other modifications to, any Security Document (including but not limited to any Helicopter Mortgages and UCC fixture filings), and to make or consent to any filings or take any other actions in connection therewith, as may be reasonably deemed by the Borrower Representative to be

necessary or reasonably desirable for any Lien on the assets of any Loan Party permitted to secure such Incremental Indebtedness or additional Indebtedness to become a valid, perfected lien (with such priority as may be designated by the relevant Loan Party or Subsidiary, to the extent that such priority is permitted by the Loan Documents) pursuant to the Security Document being so amended, amended and restated, restated, waived, supplemented or otherwise modified or otherwise.

Subsection 11.18 USA PATRIOT Act Notice. Each Lender hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Patriot Act”), it is required to obtain, verify, and record information that identifies each Loan Party, which information includes the name of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act, and each Loan Party agrees to provide such information from time to time to any Lender.

Subsection 11.19 Electronic Execution of Assignments and Certain Other Documents. The words “execution,” “signed,” “signature” and words of like import in any Assignment and Acceptance or Affiliated Lender Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Subsection 11.20 Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition or other proceeding be filed by or against any Loan Party for liquidation or reorganization, should any Loan Party become insolvent or make an assignment for the benefit of any creditor or creditors or should an interim receiver, receiver, receiver and manager or trustee be appointed for all or any significant part of any Loan Party’s assets, and shall continue to be effective or to be reinstated, as the case may be, if at any time payment and performance of the obligations of the Borrowers under the Loan Documents, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the obligations, whether as a fraudulent preference, reviewable transaction or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the obligations of the Borrowers hereunder shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Subsection 11.21 Joint and Several Liability; Postponement of Subrogation. (a) The obligations of the Borrowers hereunder and under the other Loan Documents to which each Borrower is a party shall be joint and several and, as such, each Borrower shall be liable for all of such obligations of the other Borrowers under this Agreement and the other Loan Documents to which each Borrower is a party. To the fullest extent permitted by law the liability of each Borrower for the obligations under this Agreement and the other Loan Documents of the other applicable Borrowers with whom it has joint and several liability shall be absolute, unconditional

and irrevocable, without regard to (i) the validity or enforceability of this Agreement or any other Loan Document, any of the obligations hereunder or thereunder or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by any applicable Secured Party, (ii) any defense, set-off or counterclaim (other than a defense of payment or performance hereunder; provided that no Borrower hereby waives any suit for breach of a contractual provision of any of the Loan Documents) which may at any time be available to or be asserted by such other applicable Borrower or any other Person against any Secured Party or (iii) any other circumstance whatsoever (with or without notice to or knowledge of such other applicable Borrower or such Borrower) which constitutes, or might be construed to constitute, an equitable or legal discharge of such other applicable Borrower for the obligations hereunder or under any other Loan Document, or of such Borrower under this Subsection 11.21, in bankruptcy or in any other instance.

(b) Each Borrower agrees that it will not exercise any rights which it may acquire by way of rights of subrogation under this Agreement, by any payments made hereunder or otherwise, until the prior payment in full in cash of all of the obligations hereunder and under any other Loan Document. Any amount paid to any Borrower on account of any such subrogation rights prior to the payment in full in cash of all of the obligations hereunder and under any other Loan Document shall be held in trust for the benefit of the applicable Secured Parties and shall immediately be paid to the Administrative Agent for the benefit of the applicable Secured Parties and credited and applied against the obligations of the applicable Borrowers, whether matured or unmatured, in such order as the Administrative Agent shall elect. In furtherance of the foregoing, for so long as any obligations of the Borrowers hereunder remain outstanding, each Borrower shall refrain from taking any action or commencing any proceeding against any other Borrower (or any of its successors or assigns, whether in connection with a bankruptcy proceeding or otherwise) to recover any amounts in respect of payments made in respect of the obligations hereunder or under any other Loan Document of such other Borrower to any Secured Party.

Subsection 11.22 Designated Cash Management Agreements and Designated Hedging Agreements. (a) The Borrower Representative may from time to time elect by notice in writing to the Administrative Agent that (x) a Cash Management Arrangement is to be a “Designated Cash Management Agreement” and that the monetary obligations thereunder be treated as *pari passu* with the Obligations with respect to the priority of payment of proceeds of the Collateral (other than Restructured Aircraft Collateral) in accordance with the waterfall provisions set forth in Subsection 10.15, or (y) a Hedging Agreement is to be a “Designated Hedging Agreement” and that the monetary obligations thereunder be treated as *pari passu* with the Obligations with respect to the priority of payment of proceeds of the Collateral (other than Restructured Aircraft Collateral) in accordance with the waterfall provisions set forth in Subsection 10.15, provided that no monetary obligations under any Designated Cash Management Agreement or Designated Hedging Agreement shall receive any benefit of the designation under this Subsection 11.22 after the date on which the Commitments have been terminated and the Obligations then due and owing to any Lender or Agent hereunder and under the other Loan Documents have been paid in full. Any such designation notice shall include the information required under the definition of “Cash Management Reserves” or “Designated Hedging Reserves”, as applicable.

(b) Notwithstanding any such designation of a Cash Management Arrangement as a Designated Cash Management Agreement or a Hedging Agreement as a Designated Hedging Agreement, no provider or holder of any such Designated Cash Management Agreement or Designated Hedging Agreement shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider under such agreements, nor shall their consent be required (other than in their capacities as a Lender to the extent applicable) for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of the Collateral, any Subsidiary Borrower or any Subsidiary Guarantor.

(c) The Administrative Agent accepts no responsibility and shall have no liability for the calculation of the exposure owing by the Loan Parties under any such Designated Cash Management Agreement or Designated Hedging Agreement, and shall be entitled in all cases to rely on the applicable Cash Management Party, Hedging Party or the Borrower Representative (in the case of any Dealer Polling), as the case may be, in each case party to such agreement for the calculation thereof.

Subsection 11.23 Service of Process. The Borrower Representative, on behalf of each Borrower, appoints Heli-One (U.S.) Inc., a Delaware corporation (the "Process Agent") as its agent for service of process in relation to any action or proceeding in the New York Courts and agrees that failure by the Process Agent to notify the Borrower Representative of any process will not invalidate the proceedings concerned. In the event the Process Agent is unable to act as a Borrower Representative's agent for service of process for any reason, the Borrower Representative will promptly appoint another process agent reasonably acceptable to the Administrative Agent.

Subsection 11.24 Effect of Amendment and Restatement. (a) On the Closing Date, the Prior Credit Agreement shall be amended and restated in its entirety by this Agreement, and the Prior Credit Agreement shall thereafter be of no further force and effect and shall be deemed replaced and superseded in all respects by this Agreement.

(b) Except as provided in this Subsection 11.24(b) or in Subsection 11.25(a), nothing in this Agreement or any other Loan Document will affect the Lenders' rights, if any, to the protection of the Cape Town Convention, with respect to the Prior Credit Agreement, if the Cape Town Convention is applicable, or the right of the Affiliate Guarantors, the Loan Parties and their respective affiliates to challenge any and all claims to such protection. None of this Agreement or the other Loan Documents constitutes an election or agreement within the meaning of Section 1110 or any other provision of the Bankruptcy Code. Nothing herein or in any other Loan Document constitutes an assumption by the Affiliate Guarantors, the Loan Parties or their respective affiliates of any contract or lease under Section 365(a) of the Bankruptcy Code and the Affiliate Guarantors, the Loan Parties and their respective affiliates reserve all of their rights to reject any contract or lease except as otherwise provided in the Settlement Agreement.

(c) Nothing contained herein or in any other Loan Document constitutes a stipulation or an admission that the Abandoned Aircraft or the Restructured Aircraft are entitled to the protection of Article XI of the Cape Town Convention, and the Affiliate Guarantors, the

Loan Parties and their respective affiliates reserve all of their rights under applicable agreements and law, including the right to contest that the Cape Town Convention is applicable.

Subsection 11.25 Releases. (a) Upon the Closing Date, each of the Agents and the Lenders (each, on behalf of itself and its respective successors and assigns) does hereby fully, finally and forever waive, release and discharge each of the Affiliate Guarantors, the Loan Parties, their respective executors, heirs, successors, assigns, affiliates, shareholders, associates and joint venture partners, joint venture entities (including third-party shareholders of such joint venture entities), parents, subsidiaries and predecessors, customers, together with the officers, directors, partners, principals, members, employees, attorneys, representatives, trustees and agents of the foregoing from any and all Claims owned or controlled by such Agent or Lender in any way arising out of, arising as a result of, related to, with respect to or in connection with, or based in whole or in part on, (i) the Chapter 11 Cases or any Foreign Proceedings, (ii) with respect to the Abandoned Aircraft, any Claims relating to or obligations arising under the Prior Loan Document (including any breach, termination, rejection or modification of any Prior Loan Document, any default relating to any Restructured Aircraft or any Abandoned Aircraft or any exercise or purported exercise of remedies thereunder), (iii) with respect to the Restructured Aircraft, any Claims relating to or obligations arising under the Prior Loan Document (including any breach, termination, rejection or modification of any Prior Loan Document, any default relating to any Restructured Aircraft or any Abandoned Aircraft or any exercise or purported exercise of remedies thereunder) arising prior to or relating to any circumstance or occurrence existing prior to the Closing Date, or (iv) the negotiation, preparation, execution, delivery or performance of the Settlement Agreement, this Agreement and the other Loan Documents (including, without limitation, any preliminary restructuring or settlement proposals, and the Omnibus Reaffirmation and Release), and, upon the Parent Guarantor's request, the applicable Agents and Lenders shall execute a release with respect thereto. For the avoidance of doubt, each of the Agents and the Lenders (each, on behalf of itself and its respective successors and assigns) acknowledges and agrees that, upon the Closing Date, no Default or Event of Default under any Prior Loan Document shall be continuing.

(b) The Affiliate Guarantors and the Loan Parties will use commercially reasonable efforts to give and provide to the Agents and the Lenders and their respective advisors customary releases, exculpation, third party release and injunctions in connection with any Chapter 11 Plan.

Subsection 11.26 Contractual Recognition of Bail-In. Notwithstanding anything to the contrary in any Loan Document, each party hereto acknowledges that any liability of any party hereto that is an EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured (all such liabilities, other than any Excluded Liability, the "Covered Liabilities"), may be subject to the Write-Down and Conversion Powers and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of Write-Down and Conversion Powers to any Covered Liability arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such Covered Liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such Covered Liability;

(ii) a conversion of all, or a portion of, such Covered Liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such Covered Liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such Covered Liability in connection with the exercise of Write-Down and Conversion Powers.

Notwithstanding anything to the contrary herein, nothing contained in this Subsection 11.26 shall modify or otherwise alter the rights or obligations under this Agreement or any other Loan Document with respect to any liability that is not a Covered Liability.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the date first written above.

6922767 HOLDING SARL

By: \_\_\_\_\_  
Name:  
Title:



CHC CAYMAN ABL HOLDINGS LTD.

By:\_\_\_\_\_

Name:

Title:

In the presence of:\_\_\_\_\_

Witness:

Name:

Title:

CHC CAYMAN ABL BORROWER LTD.

By:\_\_\_\_\_

Name:

Title:

In the presence of:\_\_\_\_\_

Witness:

Name:

Title:

AGENT AND LENDERS:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Administrative Agent and Lender

By: \_\_\_\_\_  
Name:  
Title:

BNP PARIBAS S.A.,  
as Collateral Agent and Lender

By:\_\_\_\_\_

Name:

Title:

By:\_\_\_\_\_

Name:

Title:

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Lender

By:\_\_\_\_\_

Name:

Title:

By:\_\_\_\_\_

Name:

Title:

NATIXIS, NEW YORK BRANCH,  
as Lender

By:\_\_\_\_\_

Name:

Title:

By:\_\_\_\_\_

Name:

Title:

**SCHEDULE 1.1(a)**

Abandoned Aircraft

1. Sikorsky Model S76C++ Aircraft Bearing MSN 760674
2. Airbus Helicopters Model EC225 Aircraft Bearing MSN 2674
3. Airbus Helicopters Model EC225 Aircraft Bearing MSN 2914
4. Airbus Helicopters Model EC225 Aircraft Bearing MSN 2949
5. Airbus Helicopters Model EC225 Aircraft Bearing MSN 2986

## SCHEDULE 1.1(b)

### Chapter 11 Debtors

<b>Debtor</b>
CHC Group Ltd.
6922767 Holding SARL
Capital Aviation Services B.V.
CHC Cayman ABL Borrower Ltd.
CHC Cayman ABL Holdings Ltd.
CHC Cayman Investments I Ltd.
CHC Den Helder B.V.
CHC Global Operations (2008) ULC
CHC Global Operations Canada (2008) ULC
CHC Global Operations International ULC
CHC Helicopter (1) S.à r.l.
CHC Helicopter (2) S.à r.l.
CHC Helicopter (3) S.à r.l.
CHC Helicopter (4) S.à r.l.
CHC Helicopter (5) S.à r.l.
CHC Helicopter Australia Pty Ltd
CHC Helicopter Holding S.à r.l.
CHC Helicopter S.A.
CHC Helicopters (Barbados) Limited
CHC Helicopters (Barbados) SRL
CHC Holding (UK) Limited
CHC Holding NL B.V.

<b>Debtor</b>
CHC Hoofddorp B.V.
CHC Leasing (Ireland) Limited
CHC Netherlands B.V.
CHC Norway Acquisition Co AS
Heli-One (Netherlands) B.V.
Heli-One (Norway) AS
Heli-One (U.S.) Inc.
Heli-One (UK) Limited
Heli-One Canada ULC
Heli-One Holdings (UK) Limited
Heli-One Leasing (Norway) AS
Heli-One Leasing ULC
Heli-One USA Inc.
Heliworld Leasing Limited
Integra Leasing AS
Lloyd Bass Strait Helicopters Pty. Ltd.
Lloyd Helicopter Services Limited
Lloyd Helicopter Services Pty. Ltd.
Lloyd Helicopters International Pty. Ltd.
Lloyd Helicopters Pty. Ltd.
Management Aviation Limited



**SCHEDULE 2.5(a)**

Amortization Schedules

1. Tranche 1 Loan

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
February 2017	\$60,571.35	\$22,798.78	\$83,370.13
March 2017	\$60,773.26	\$22,596.87	\$83,370.13
April 2017	\$60,975.83	\$22,394.29	\$83,370.13
May 2017	\$61,179.09	\$22,191.04	\$83,370.13
June 2017	\$61,383.02	\$21,987.11	\$83,370.13
July 2017	\$61,587.63	\$21,782.50	\$83,370.13
August 2017	\$61,792.92	\$21,577.21	\$83,370.13
September 2017	\$61,998.90	\$21,371.23	\$83,370.13
October 2017	\$62,205.56	\$21,164.57	\$83,370.13
November 2017	\$62,412.91	\$20,957.22	\$83,370.13
December 2017	\$62,620.95	\$20,749.18	\$83,370.13
January 2018	\$62,829.69	\$20,540.44	\$83,370.13
February 2018	\$63,039.12	\$20,331.01	\$83,370.13
March 2018	\$63,249.25	\$20,120.88	\$83,370.13
April 2018	\$63,460.08	\$19,910.05	\$83,370.13
May 2018	\$63,671.62	\$19,698.51	\$83,370.13
June 2018	\$63,883.86	\$19,486.27	\$83,370.13
July 2018	\$64,096.80	\$19,273.33	\$83,370.13
August 2018	\$64,310.46	\$19,059.67	\$83,370.13
September 2018	\$64,524.83	\$18,845.30	\$83,370.13
October 2018	\$64,739.91	\$18,630.22	\$83,370.13

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
November 2018	\$64,955.71	\$18,414.42	\$83,370.13
December 2018	\$65,172.23	\$18,197.90	\$83,370.13
January 2019	\$65,389.47	\$17,980.66	\$83,370.13
February 2019	\$65,607.43	\$17,762.70	\$83,370.13
March 2019	\$65,826.12	\$17,544.00	\$83,370.13
April 2019	\$66,045.54	\$17,324.58	\$83,370.13
May 2019	\$66,265.70	\$17,104.43	\$83,370.13
June 2019	\$66,486.58	\$16,883.55	\$83,370.13
July 2019	\$66,708.20	\$16,661.92	\$83,370.13
August 2019	\$66,930.56	\$16,439.56	\$83,370.13
September 2019	\$67,153.67	\$16,216.46	\$83,370.13
October 2019	\$67,377.51	\$15,992.62	\$83,370.13
November 2019	\$67,602.10	\$15,768.02	\$83,370.13
December 2019	\$67,827.44	\$15,542.68	\$83,370.13
January 2020	\$68,053.54	\$15,316.59	\$83,370.13
February 2020	\$68,280.38	\$15,089.75	\$83,370.13
March 2020	\$68,507.98	\$14,862.15	\$83,370.13
April 2020	\$68,736.34	\$14,633.79	\$83,370.13
May 2020	\$68,965.46	\$14,404.66	\$83,370.13
June 2020	\$69,195.35	\$14,174.78	\$83,370.13
July 2020	\$69,426.00	\$13,944.13	\$83,370.13
August 2020	\$69,657.42	\$13,712.71	\$83,370.13
September 2020	\$69,889.61	\$13,480.52	\$83,370.13
October 2020	\$70,122.58	\$13,247.55	\$83,370.13

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
November 2020	\$70,356.32	\$13,013.81	\$83,370.13
December 2020	\$70,590.84	\$12,779.29	\$83,370.13
January 2021	\$70,826.14	\$12,543.99	\$83,370.13
February 2021	\$71,062.23	\$12,307.90	\$83,370.13
March 2021	\$71,299.10	\$12,071.03	\$83,370.13
April 2021	\$71,536.77	\$11,833.36	\$83,370.13
May 2021	\$71,775.22	\$11,594.91	\$83,370.13
June 2021	\$72,014.47	\$11,355.65	\$83,370.13
July 2021	\$72,254.52	\$11,115.61	\$83,370.13
August 2021	\$72,495.37	\$10,874.76	\$83,370.13
September 2021	\$72,737.02	\$10,633.11	\$83,370.13
October 2021	\$72,979.48	\$10,390.65	\$83,370.13
November 2021	\$73,222.74	\$10,147.39	\$83,370.13
December 2021	\$73,466.82	\$9,903.31	\$83,370.13
<b>January 2022</b>			<b>\$2,907,184.42</b>

## 2. Tranche 2 Loan

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
February 2017	\$45,197.45	\$17,012.11	\$62,209.56
March 2017	\$45,348.10	\$16,861.45	\$62,209.56
April 2017	\$45,499.27	\$16,710.29	\$62,209.56
May 2017	\$45,650.93	\$16,558.63	\$62,209.56
June 2017	\$45,803.10	\$16,406.46	\$62,209.56
July 2017	\$45,955.78	\$16,253.78	\$62,209.56
August 2017	\$46,108.96	\$16,100.59	\$62,209.56
September 2017	\$46,262.66	\$15,946.90	\$62,209.56
October 2017	\$46,416.87	\$15,792.69	\$62,209.56
November 2017	\$46,571.59	\$15,637.97	\$62,209.56
December 2017	\$46,726.83	\$15,482.73	\$62,209.56
January 2018	\$46,882.59	\$15,326.97	\$62,209.56
February 2018	\$47,038.86	\$15,170.70	\$62,209.56
March 2018	\$47,195.66	\$15,013.90	\$62,209.56
April 2018	\$47,352.98	\$14,856.58	\$62,209.56
May 2018	\$47,510.82	\$14,698.74	\$62,209.56
June 2018	\$47,669.19	\$14,540.37	\$62,209.56
July 2018	\$47,828.09	\$14,381.47	\$62,209.56
August 2018	\$47,987.51	\$14,222.04	\$62,209.56
September 2018	\$48,147.47	\$14,062.09	\$62,209.56
October 2018	\$48,307.96	\$13,901.59	\$62,209.56
November 2018	\$48,468.99	\$13,740.57	\$62,209.56

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2018	\$48,630.55	\$13,579.00	\$62,209.56
January 2019	\$48,792.65	\$13,416.90	\$62,209.56
February 2019	\$48,955.30	\$13,254.26	\$62,209.56
March 2019	\$49,118.48	\$13,091.08	\$62,209.56
April 2019	\$49,282.21	\$12,927.35	\$62,209.56
May 2019	\$49,446.48	\$12,763.07	\$62,209.56
June 2019	\$49,611.30	\$12,598.25	\$62,209.56
July 2019	\$49,776.68	\$12,432.88	\$62,209.56
August 2019	\$49,942.60	\$12,266.96	\$62,209.56
September 2019	\$50,109.07	\$12,100.48	\$62,209.56
October 2019	\$50,276.10	\$11,933.45	\$62,209.56
November 2019	\$50,443.69	\$11,765.87	\$62,209.56
December 2019	\$50,611.84	\$11,597.72	\$62,209.56
January 2020	\$50,780.54	\$11,429.01	\$62,209.56
February 2020	\$50,949.81	\$11,259.75	\$62,209.56
March 2020	\$51,119.64	\$11,089.91	\$62,209.56
April 2020	\$51,290.04	\$10,919.51	\$62,209.56
May 2020	\$51,461.01	\$10,748.55	\$62,209.56
June 2020	\$51,632.55	\$10,577.01	\$62,209.56
July 2020	\$51,804.65	\$10,404.90	\$62,209.56
August 2020	\$51,977.34	\$10,232.22	\$62,209.56
September 2020	\$52,150.59	\$10,058.96	\$62,209.56
October 2020	\$52,324.43	\$9,885.13	\$62,209.56
November 2020	\$52,498.84	\$9,710.71	\$62,209.56

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2020	\$52,673.84	\$9,535.72	\$62,209.56
January 2021	\$52,849.42	\$9,360.14	\$62,209.56
February 2021	\$53,025.58	\$9,183.97	\$62,209.56
March 2021	\$53,202.34	\$9,007.22	\$62,209.56
April 2021	\$53,379.68	\$8,829.88	\$62,209.56
May 2021	\$53,557.61	\$8,651.95	\$62,209.56
June 2021	\$53,736.14	\$8,473.42	\$62,209.56
July 2021	\$53,915.26	\$8,294.30	\$62,209.56
August 2021	\$54,094.97	\$8,114.58	\$62,209.56
September 2021	\$54,275.29	\$7,934.27	\$62,209.56
October 2021	\$54,456.21	\$7,753.35	\$62,209.56
November 2021	\$54,637.73	\$7,571.83	\$62,209.56
December 2021	\$54,819.85	\$7,389.70	\$62,209.56
<b>January 2022</b>			<b>\$2,169,298.02</b>

3. Tranche 3 Loan

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
February 2017	\$48,987.01	\$18,438.48	\$67,425.49
March 2017	\$49,150.30	\$18,275.19	\$67,425.49
April 2017	\$49,314.13	\$18,111.36	\$67,425.49
May 2017	\$49,478.51	\$17,946.98	\$67,425.49
June 2017	\$49,643.44	\$17,782.05	\$67,425.49
July 2017	\$49,808.92	\$17,616.57	\$67,425.49
August 2017	\$49,974.95	\$17,450.54	\$67,425.49
September 2017	\$50,141.53	\$17,283.96	\$67,425.49
October 2017	\$50,308.67	\$17,116.82	\$67,425.49
November 2017	\$50,476.37	\$16,949.13	\$67,425.49
December 2017	\$50,644.62	\$16,780.87	\$67,425.49
January 2018	\$50,813.44	\$16,612.06	\$67,425.49
February 2018	\$50,982.81	\$16,442.68	\$67,425.49
March 2018	\$51,152.76	\$16,272.73	\$67,425.49
April 2018	\$51,323.27	\$16,102.23	\$67,425.49
May 2018	\$51,494.34	\$15,931.15	\$67,425.49
June 2018	\$51,665.99	\$15,759.50	\$67,425.49
July 2018	\$51,838.21	\$15,587.28	\$67,425.49
August 2018	\$52,011.01	\$15,414.49	\$67,425.49
September 2018	\$52,184.38	\$15,241.12	\$67,425.49
October 2018	\$52,358.32	\$15,067.17	\$67,425.49
November 2018	\$52,532.85	\$14,892.64	\$67,425.49

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2018	\$52,707.96	\$14,717.53	\$67,425.49
January 2019	\$52,883.65	\$14,541.84	\$67,425.49
February 2019	\$53,059.93	\$14,365.56	\$67,425.49
March 2019	\$53,236.80	\$14,188.69	\$67,425.49
April 2019	\$53,414.26	\$14,011.24	\$67,425.49
May 2019	\$53,592.30	\$13,833.19	\$67,425.49
June 2019	\$53,770.94	\$13,654.55	\$67,425.49
July 2019	\$53,950.18	\$13,475.31	\$67,425.49
August 2019	\$54,130.01	\$13,295.48	\$67,425.49
September 2019	\$54,310.45	\$13,115.04	\$67,425.49
October 2019	\$54,491.48	\$12,934.01	\$67,425.49
November 2019	\$54,673.12	\$12,752.37	\$67,425.49
December 2019	\$54,855.36	\$12,570.13	\$67,425.49
January 2020	\$55,038.22	\$12,387.28	\$67,425.49
February 2020	\$55,221.68	\$12,203.82	\$67,425.49
March 2020	\$55,405.75	\$12,019.74	\$67,425.49
April 2020	\$55,590.43	\$11,835.06	\$67,425.49
May 2020	\$55,775.74	\$11,649.76	\$67,425.49
June 2020	\$55,961.65	\$11,463.84	\$67,425.49
July 2020	\$56,148.19	\$11,277.30	\$67,425.49
August 2020	\$56,335.35	\$11,090.14	\$67,425.49
September 2020	\$56,523.14	\$10,902.35	\$67,425.49
October 2020	\$56,711.55	\$10,713.94	\$67,425.49
November 2020	\$56,900.59	\$10,524.90	\$67,425.49



<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2020	\$57,090.26	\$10,335.23	\$67,425.49
January 2021	\$57,280.56	\$10,144.93	\$67,425.49
February 2021	\$57,471.49	\$9,954.00	\$67,425.49
March 2021	\$57,663.06	\$9,762.43	\$67,425.49
April 2021	\$57,855.27	\$9,570.22	\$67,425.49
May 2021	\$58,048.13	\$9,377.37	\$67,425.49
June 2021	\$58,241.62	\$9,183.87	\$67,425.49
July 2021	\$58,435.76	\$8,989.73	\$67,425.49
August 2021	\$58,630.54	\$8,794.95	\$67,425.49
September 2021	\$58,825.98	\$8,599.51	\$67,425.49
October 2021	\$59,022.07	\$8,403.43	\$67,425.49
November 2021	\$59,218.81	\$8,206.69	\$67,425.49
December 2021	\$59,416.20	\$8,009.29	\$67,425.49
<b>January 2022</b>			<b>\$2,351,181.92</b>

## 4. Tranche 4 Loan

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
February 2017	\$70,861.71	\$26,672.02	\$97,533.73
March 2017	\$71,097.92	\$26,435.81	\$97,533.73
April 2017	\$71,334.91	\$26,198.82	\$97,533.73
May 2017	\$71,572.69	\$25,961.04	\$97,533.73
June 2017	\$71,811.27	\$25,722.46	\$97,533.73
July 2017	\$72,050.64	\$25,483.09	\$97,533.73
August 2017	\$72,290.81	\$25,242.92	\$97,533.73
September 2017	\$72,531.78	\$25,001.95	\$97,533.73
October 2017	\$72,773.55	\$24,760.18	\$97,533.73
November 2017	\$73,016.13	\$24,517.60	\$97,533.73
December 2017	\$73,259.51	\$24,274.22	\$97,533.73
January 2018	\$73,503.71	\$24,030.02	\$97,533.73
February 2018	\$73,748.73	\$23,785.00	\$97,533.73
March 2018	\$73,994.55	\$23,539.18	\$97,533.73
April 2018	\$74,241.20	\$23,292.53	\$97,533.73
May 2018	\$74,488.67	\$23,045.06	\$97,533.73
June 2018	\$74,736.97	\$22,796.76	\$97,533.73
July 2018	\$74,986.09	\$22,547.64	\$97,533.73
August 2018	\$75,236.05	\$22,297.68	\$97,533.73
September 2018	\$75,486.83	\$22,046.90	\$97,533.73
October 2018	\$75,738.46	\$21,795.27	\$97,533.73
November 2018	\$75,990.92	\$21,542.81	\$97,533.73

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2018	\$76,244.22	\$21,289.51	\$97,533.73
January 2019	\$76,498.37	\$21,035.36	\$97,533.73
February 2019	\$76,753.36	\$20,780.37	\$97,533.73
March 2019	\$77,009.21	\$20,524.52	\$97,533.73
April 2019	\$77,265.90	\$20,267.83	\$97,533.73
May 2019	\$77,523.46	\$20,010.27	\$97,533.73
June 2019	\$77,781.87	\$19,751.86	\$97,533.73
July 2019	\$78,041.14	\$19,492.59	\$97,533.73
August 2019	\$78,301.28	\$19,232.45	\$97,533.73
September 2019	\$78,562.28	\$18,971.45	\$97,533.73
October 2019	\$78,824.16	\$18,709.57	\$97,533.73
November 2019	\$79,086.90	\$18,446.83	\$97,533.73
December 2019	\$79,350.53	\$18,183.20	\$97,533.73
January 2020	\$79,615.03	\$17,918.70	\$97,533.73
February 2020	\$79,880.41	\$17,653.32	\$97,533.73
March 2020	\$80,146.68	\$17,387.05	\$97,533.73
April 2020	\$80,413.84	\$17,119.89	\$97,533.73
May 2020	\$80,681.88	\$16,851.85	\$97,533.73
June 2020	\$80,950.82	\$16,582.91	\$97,533.73
July 2020	\$81,220.66	\$16,313.07	\$97,533.73
August 2020	\$81,491.39	\$16,042.34	\$97,533.73
September 2020	\$81,763.03	\$15,770.70	\$97,533.73
October 2020	\$82,035.57	\$15,498.15	\$97,533.73
November 2020	\$82,309.03	\$15,224.70	\$97,533.73

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2020	\$82,583.39	\$14,950.34	\$97,533.73
January 2021	\$82,858.67	\$14,675.06	\$97,533.73
February 2021	\$83,134.86	\$14,398.87	\$97,533.73
March 2021	\$83,411.98	\$14,121.75	\$97,533.73
April 2021	\$83,690.02	\$13,843.71	\$97,533.73
May 2021	\$83,968.99	\$13,564.74	\$97,533.73
June 2021	\$84,248.88	\$13,284.85	\$97,533.73
July 2021	\$84,529.71	\$13,004.02	\$97,533.73
August 2021	\$84,811.48	\$12,722.25	\$97,533.73
September 2021	\$85,094.18	\$12,439.55	\$97,533.73
October 2021	\$85,377.83	\$12,155.90	\$97,533.73
November 2021	\$85,662.42	\$11,871.31	\$97,533.73
December 2021	\$85,947.96	\$11,585.76	\$97,533.73
<b>January 2022</b>			<b>\$3,401,080.78</b>

## 5. Tranche 5 Loan

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
February 2017	\$92,921.26	\$34,975.13	\$127,896.39
March 2017	\$93,231.00	\$34,665.40	\$127,896.39
April 2017	\$93,541.77	\$34,354.63	\$127,896.39
May 2017	\$93,853.58	\$34,042.82	\$127,896.39
June 2017	\$94,166.42	\$33,729.97	\$127,896.39
July 2017	\$94,480.31	\$33,416.09	\$127,896.39
August 2017	\$94,795.24	\$33,101.15	\$127,896.39
September 2017	\$95,111.23	\$32,785.17	\$127,896.39
October 2017	\$95,428.26	\$32,468.13	\$127,896.39
November 2017	\$95,746.36	\$32,150.04	\$127,896.39
December 2017	\$96,065.51	\$31,830.88	\$127,896.39
January 2018	\$96,385.73	\$31,510.66	\$127,896.39
February 2018	\$96,707.02	\$31,189.38	\$127,896.39
March 2018	\$97,029.37	\$30,867.02	\$127,896.39
April 2018	\$97,352.81	\$30,543.59	\$127,896.39
May 2018	\$97,677.31	\$30,219.08	\$127,896.39
June 2018	\$98,002.91	\$29,893.49	\$127,896.39
July 2018	\$98,329.58	\$29,566.81	\$127,896.39
August 2018	\$98,657.35	\$29,239.05	\$127,896.39
September 2018	\$98,986.21	\$28,910.19	\$127,896.39
October 2018	\$99,316.16	\$28,580.24	\$127,896.39
November 2018	\$99,647.21	\$28,249.18	\$127,896.39

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2018	\$99,979.37	\$27,917.02	\$127,896.39
January 2019	\$100,312.63	\$27,583.76	\$127,896.39
February 2019	\$100,647.01	\$27,249.38	\$127,896.39
March 2019	\$100,982.50	\$26,913.89	\$127,896.39
April 2019	\$101,319.11	\$26,577.29	\$127,896.39
May 2019	\$101,656.84	\$26,239.56	\$127,896.39
June 2019	\$101,995.70	\$25,900.70	\$127,896.39
July 2019	\$102,335.68	\$25,560.71	\$127,896.39
August 2019	\$102,676.80	\$25,219.60	\$127,896.39
September 2019	\$103,019.06	\$24,877.34	\$127,896.39
October 2019	\$103,362.45	\$24,533.94	\$127,896.39
November 2019	\$103,706.99	\$24,189.40	\$127,896.39
December 2019	\$104,052.68	\$23,843.71	\$127,896.39
January 2020	\$104,399.53	\$23,496.87	\$127,896.39
February 2020	\$104,747.52	\$23,148.87	\$127,896.39
March 2020	\$105,096.68	\$22,799.71	\$127,896.39
April 2020	\$105,447.01	\$22,449.39	\$127,896.39
May 2020	\$105,798.50	\$22,097.90	\$127,896.39
June 2020	\$106,151.16	\$21,745.24	\$127,896.39
July 2020	\$106,504.99	\$21,391.40	\$127,896.39
August 2020	\$106,860.01	\$21,036.38	\$127,896.39
September 2020	\$107,216.21	\$20,680.18	\$127,896.39
October 2020	\$107,573.60	\$20,322.80	\$127,896.39
November 2020	\$107,932.18	\$19,964.22	\$127,896.39

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2020	\$108,291.95	\$19,604.44	\$127,896.39
January 2021	\$108,652.92	\$19,243.47	\$127,896.39
February 2021	\$109,015.10	\$18,881.29	\$127,896.39
March 2021	\$109,378.48	\$18,517.91	\$127,896.39
April 2021	\$109,743.08	\$18,153.32	\$127,896.39
May 2021	\$110,108.89	\$17,787.51	\$127,896.39
June 2021	\$110,475.92	\$17,420.48	\$127,896.39
July 2021	\$110,844.17	\$17,052.22	\$127,896.39
August 2021	\$111,213.65	\$16,682.74	\$127,896.39
September 2021	\$111,584.36	\$16,312.03	\$127,896.39
October 2021	\$111,956.31	\$15,940.08	\$127,896.39
November 2021	\$112,329.50	\$15,566.89	\$127,896.39
December 2021	\$112,703.93	\$15,192.46	\$127,896.39
<b>January 2022</b>			<b>\$4,459,851.70</b>

6. Tranche 6 Loan

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
February 2017	\$47,323.30	\$17,812.27	\$65,135.57
March 2017	\$47,481.04	\$17,654.53	\$65,135.57
April 2017	\$47,639.31	\$17,496.26	\$65,135.57
May 2017	\$47,798.11	\$17,337.46	\$65,135.57
June 2017	\$47,957.44	\$17,178.13	\$65,135.57
July 2017	\$48,117.29	\$17,018.27	\$65,135.57
August 2017	\$48,277.68	\$16,857.88	\$65,135.57
September 2017	\$48,438.61	\$16,696.96	\$65,135.57
October 2017	\$48,600.07	\$16,535.49	\$65,135.57
November 2017	\$48,762.07	\$16,373.49	\$65,135.57
December 2017	\$48,924.61	\$16,210.95	\$65,135.57
January 2018	\$49,087.69	\$16,047.87	\$65,135.57
February 2018	\$49,251.32	\$15,884.25	\$65,135.57
March 2018	\$49,415.49	\$15,720.07	\$65,135.57
April 2018	\$49,580.21	\$15,555.36	\$65,135.57
May 2018	\$49,745.48	\$15,390.09	\$65,135.57
June 2018	\$49,911.30	\$15,224.27	\$65,135.57
July 2018	\$50,077.67	\$15,057.90	\$65,135.57
August 2018	\$50,244.59	\$14,890.97	\$65,135.57
September 2018	\$50,412.07	\$14,723.49	\$65,135.57
October 2018	\$50,580.11	\$14,555.45	\$65,135.57
November 2018	\$50,748.71	\$14,386.85	\$65,135.57



<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2018	\$50,917.88	\$14,217.69	\$65,135.57
January 2019	\$51,087.60	\$14,047.96	\$65,135.57
February 2019	\$51,257.90	\$13,877.67	\$65,135.57
March 2019	\$51,428.75	\$13,706.81	\$65,135.57
April 2019	\$51,600.18	\$13,535.38	\$65,135.57
May 2019	\$51,772.18	\$13,363.38	\$65,135.57
June 2019	\$51,944.76	\$13,190.81	\$65,135.57
July 2019	\$52,117.91	\$13,017.66	\$65,135.57
August 2019	\$52,291.63	\$12,843.93	\$65,135.57
September 2019	\$52,465.94	\$12,669.63	\$65,135.57
October 2019	\$52,640.83	\$12,494.74	\$65,135.57
November 2019	\$52,816.30	\$12,319.27	\$65,135.57
December 2019	\$52,992.35	\$12,143.22	\$65,135.57
January 2020	\$53,168.99	\$11,966.58	\$65,135.57
February 2020	\$53,346.22	\$11,789.35	\$65,135.57
March 2020	\$53,524.04	\$11,611.52	\$65,135.57
April 2020	\$53,702.46	\$11,433.11	\$65,135.57
May 2020	\$53,881.46	\$11,254.10	\$65,135.57
June 2020	\$54,061.07	\$11,074.50	\$65,135.57
July 2020	\$54,241.27	\$10,894.29	\$65,135.57
August 2020	\$54,422.08	\$10,713.49	\$65,135.57
September 2020	\$54,603.48	\$10,532.08	\$65,135.57
October 2020	\$54,785.49	\$10,350.07	\$65,135.57
November 2020	\$54,968.11	\$10,167.45	\$65,135.57

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2020	\$55,151.34	\$9,984.23	\$65,135.57
January 2021	\$55,335.18	\$9,800.39	\$65,135.57
February 2021	\$55,519.63	\$9,615.94	\$65,135.57
March 2021	\$55,704.69	\$9,430.87	\$65,135.57
April 2021	\$55,890.38	\$9,245.19	\$65,135.57
May 2021	\$56,076.68	\$9,058.89	\$65,135.57
June 2021	\$56,263.60	\$8,871.97	\$65,135.57
July 2021	\$56,451.14	\$8,684.42	\$65,135.57
August 2021	\$56,639.32	\$8,496.25	\$65,135.57
September 2021	\$56,828.11	\$8,307.45	\$65,135.57
October 2021	\$57,017.54	\$8,118.03	\$65,135.57
November 2021	\$57,207.60	\$7,927.97	\$65,135.57
December 2021	\$57,398.29	\$7,737.28	\$65,135.57
<b>January 2022</b>			<b>\$2,271,330.37</b>

## 7. Tranche 7 Loan

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
February 2017	\$47,323.30	\$17,812.27	\$65,135.57
March 2017	\$47,481.04	\$17,654.53	\$65,135.57
April 2017	\$47,639.31	\$17,496.26	\$65,135.57
May 2017	\$47,798.11	\$17,337.46	\$65,135.57
June 2017	\$47,957.44	\$17,178.13	\$65,135.57
July 2017	\$48,117.29	\$17,018.27	\$65,135.57
August 2017	\$48,277.68	\$16,857.88	\$65,135.57
September 2017	\$48,438.61	\$16,696.96	\$65,135.57
October 2017	\$48,600.07	\$16,535.49	\$65,135.57
November 2017	\$48,762.07	\$16,373.49	\$65,135.57
December 2017	\$48,924.61	\$16,210.95	\$65,135.57
January 2018	\$49,087.69	\$16,047.87	\$65,135.57
February 2018	\$49,251.32	\$15,884.25	\$65,135.57
March 2018	\$49,415.49	\$15,720.07	\$65,135.57
April 2018	\$49,580.21	\$15,555.36	\$65,135.57
May 2018	\$49,745.48	\$15,390.09	\$65,135.57
June 2018	\$49,911.30	\$15,224.27	\$65,135.57
July 2018	\$50,077.67	\$15,057.90	\$65,135.57
August 2018	\$50,244.59	\$14,890.97	\$65,135.57
September 2018	\$50,412.07	\$14,723.49	\$65,135.57
October 2018	\$50,580.11	\$14,555.45	\$65,135.57
November 2018	\$50,748.71	\$14,386.85	\$65,135.57

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2018	\$50,917.88	\$14,217.69	\$65,135.57
January 2019	\$51,087.60	\$14,047.96	\$65,135.57
February 2019	\$51,257.90	\$13,877.67	\$65,135.57
March 2019	\$51,428.75	\$13,706.81	\$65,135.57
April 2019	\$51,600.18	\$13,535.38	\$65,135.57
May 2019	\$51,772.18	\$13,363.38	\$65,135.57
June 2019	\$51,944.76	\$13,190.81	\$65,135.57
July 2019	\$52,117.91	\$13,017.66	\$65,135.57
August 2019	\$52,291.63	\$12,843.93	\$65,135.57
September 2019	\$52,465.94	\$12,669.63	\$65,135.57
October 2019	\$52,640.83	\$12,494.74	\$65,135.57
November 2019	\$52,816.30	\$12,319.27	\$65,135.57
December 2019	\$52,992.35	\$12,143.22	\$65,135.57
January 2020	\$53,168.99	\$11,966.58	\$65,135.57
February 2020	\$53,346.22	\$11,789.35	\$65,135.57
March 2020	\$53,524.04	\$11,611.52	\$65,135.57
April 2020	\$53,702.46	\$11,433.11	\$65,135.57
May 2020	\$53,881.46	\$11,254.10	\$65,135.57
June 2020	\$54,061.07	\$11,074.50	\$65,135.57
July 2020	\$54,241.27	\$10,894.29	\$65,135.57
August 2020	\$54,422.08	\$10,713.49	\$65,135.57
September 2020	\$54,603.48	\$10,532.08	\$65,135.57
October 2020	\$54,785.49	\$10,350.07	\$65,135.57
November 2020	\$54,968.11	\$10,167.45	\$65,135.57

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2020	\$55,151.34	\$9,984.23	\$65,135.57
January 2021	\$55,335.18	\$9,800.39	\$65,135.57
February 2021	\$55,519.63	\$9,615.94	\$65,135.57
March 2021	\$55,704.69	\$9,430.87	\$65,135.57
April 2021	\$55,890.38	\$9,245.19	\$65,135.57
May 2021	\$56,076.68	\$9,058.89	\$65,135.57
June 2021	\$56,263.60	\$8,871.97	\$65,135.57
July 2021	\$56,451.14	\$8,684.42	\$65,135.57
August 2021	\$56,639.32	\$8,496.25	\$65,135.57
September 2021	\$56,828.11	\$8,307.45	\$65,135.57
October 2021	\$57,017.54	\$8,118.03	\$65,135.57
November 2021	\$57,207.60	\$7,927.97	\$65,135.57
December 2021	\$57,398.29	\$7,737.28	\$65,135.57
<b>January 2022</b>			<b>\$2,271,330.37</b>

## 8. Tranche 8 Loan

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
February 2017	\$47,323.30	\$17,812.27	\$65,135.57
March 2017	\$47,481.04	\$17,654.53	\$65,135.57
April 2017	\$47,639.31	\$17,496.26	\$65,135.57
May 2017	\$47,798.11	\$17,337.46	\$65,135.57
June 2017	\$47,957.44	\$17,178.13	\$65,135.57
July 2017	\$48,117.29	\$17,018.27	\$65,135.57
August 2017	\$48,277.68	\$16,857.88	\$65,135.57
September 2017	\$48,438.61	\$16,696.96	\$65,135.57
October 2017	\$48,600.07	\$16,535.49	\$65,135.57
November 2017	\$48,762.07	\$16,373.49	\$65,135.57
December 2017	\$48,924.61	\$16,210.95	\$65,135.57
January 2018	\$49,087.69	\$16,047.87	\$65,135.57
February 2018	\$49,251.32	\$15,884.25	\$65,135.57
March 2018	\$49,415.49	\$15,720.07	\$65,135.57
April 2018	\$49,580.21	\$15,555.36	\$65,135.57
May 2018	\$49,745.48	\$15,390.09	\$65,135.57
June 2018	\$49,911.30	\$15,224.27	\$65,135.57
July 2018	\$50,077.67	\$15,057.90	\$65,135.57
August 2018	\$50,244.59	\$14,890.97	\$65,135.57
September 2018	\$50,412.07	\$14,723.49	\$65,135.57
October 2018	\$50,580.11	\$14,555.45	\$65,135.57
November 2018	\$50,748.71	\$14,386.85	\$65,135.57

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2018	\$50,917.88	\$14,217.69	\$65,135.57
January 2019	\$51,087.60	\$14,047.96	\$65,135.57
February 2019	\$51,257.90	\$13,877.67	\$65,135.57
March 2019	\$51,428.75	\$13,706.81	\$65,135.57
April 2019	\$51,600.18	\$13,535.38	\$65,135.57
May 2019	\$51,772.18	\$13,363.38	\$65,135.57
June 2019	\$51,944.76	\$13,190.81	\$65,135.57
July 2019	\$52,117.91	\$13,017.66	\$65,135.57
August 2019	\$52,291.63	\$12,843.93	\$65,135.57
September 2019	\$52,465.94	\$12,669.63	\$65,135.57
October 2019	\$52,640.83	\$12,494.74	\$65,135.57
November 2019	\$52,816.30	\$12,319.27	\$65,135.57
December 2019	\$52,992.35	\$12,143.22	\$65,135.57
January 2020	\$53,168.99	\$11,966.58	\$65,135.57
February 2020	\$53,346.22	\$11,789.35	\$65,135.57
March 2020	\$53,524.04	\$11,611.52	\$65,135.57
April 2020	\$53,702.46	\$11,433.11	\$65,135.57
May 2020	\$53,881.46	\$11,254.10	\$65,135.57
June 2020	\$54,061.07	\$11,074.50	\$65,135.57
July 2020	\$54,241.27	\$10,894.29	\$65,135.57
August 2020	\$54,422.08	\$10,713.49	\$65,135.57
September 2020	\$54,603.48	\$10,532.08	\$65,135.57
October 2020	\$54,785.49	\$10,350.07	\$65,135.57
November 2020	\$54,968.11	\$10,167.45	\$65,135.57

<b>Loan Repayment Date Occurring In</b>	<b>Monthly Principal Amortization</b>	<b>Monthly non-Default Rate Interest Payment</b>	<b>Total Payment</b>
December 2020	\$55,151.34	\$9,984.23	\$65,135.57
January 2021	\$55,335.18	\$9,800.39	\$65,135.57
February 2021	\$55,519.63	\$9,615.94	\$65,135.57
March 2021	\$55,704.69	\$9,430.87	\$65,135.57
April 2021	\$55,890.38	\$9,245.19	\$65,135.57
May 2021	\$56,076.68	\$9,058.89	\$65,135.57
June 2021	\$56,263.60	\$8,871.97	\$65,135.57
July 2021	\$56,451.14	\$8,684.42	\$65,135.57
August 2021	\$56,639.32	\$8,496.25	\$65,135.57
September 2021	\$56,828.11	\$8,307.45	\$65,135.57
October 2021	\$57,017.54	\$8,118.03	\$65,135.57
November 2021	\$57,207.60	\$7,927.97	\$65,135.57
December 2021	\$57,398.29	\$7,737.28	\$65,135.57
<b>January 2022</b>			<b>\$2,271,330.37</b>



**SCHEDULE 4.4(d)**

**Monthly Payment Recalculation Parameters**

At any time of determination, the amortization schedule shall be calculated on the basis of an 8-year mortgage-style amortization with a balloon payment due at the Termination Date, with monthly payments in arrears due on each Loan Repayment Date, based on the assumed fixed interest rate set forth in Subsection 4.1(a) of the Credit Agreement (with the accrual of interest at such rate commencing on the Closing Date) and default rate interest, as applicable, to be charged as provided in Subsection 4.1(b) of the Credit Agreement.

**SCHEDULE 7.2**

Website Address for Electronic Financial Reporting

<http://ir.chc.ca/docs.aspx?iid=4293047>

EXHIBIT A  
to

AMENDED AND RESTATED CREDIT AGREEMENT  
FORM OF NOTE

THIS NOTE AND THE OBLIGATIONS EVIDENCED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS EVIDENCED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

New York, New York

[\_\_\_\_\_, 20\_\_]

FOR VALUE RECEIVED, the undersigned, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), and the Subsidiary Borrowers from time to time party to the Credit Agreement (as defined below) (together with the Parent Borrower and their respective successors and assigns, collectively, the “Borrowers”, and each individually, a “Borrower”), hereby unconditionally promises to pay to [\_\_\_\_\_] (the “Lender”), and its successors and assigns, at the office of MORGAN STANLEY SENIOR FUNDING, INC., located at 1585 Broadway, New York, New York 10036, in [lawful money of the United States of America] [Euro] [other Designated Foreign Currency] and in immediately available funds, the aggregate unpaid principal amount of the Loans [deemed] made by the Lender to the undersigned pursuant to Subsection 2.1 of the Credit Agreement referred to below, which sum shall be payable at such times and in such amounts as are specified in the Credit Agreement.

The Borrowers further agree to pay interest in like money at such office on the unpaid principal amount hereof from time to time at the applicable rates per annum and on the dates set forth in Subsection 4.1 of the Credit Agreement until such principal amount is paid in full (both before and after judgment).

This Note is one of the Notes referred to in, and is subject in all respects to, the Amended and Restated Credit Agreement, dated as of [●], 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, the Parent Borrower, the Subsidiary Borrowers from time to time party thereto, the several banks and other financial institutions from time to time party thereto (including the Lender), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Lenders, and BNP

Exhibit A  
to  
Amended and Restated Credit Agreement  
Page 2

PARIBAS S.A., as Collateral Agent for the Secured Parties (as defined therein), and is entitled to the benefits thereof, is secured and guaranteed as provided therein and is subject to optional and mandatory prepayment in whole or in part as provided therein. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the holder of this Note in respect thereof. The holder hereof, by its acceptance of this Note, agrees to the terms of, and to be bound by and to observe the provisions applicable to the Lenders contained in, the Credit Agreement. Capitalized terms used herein which are defined in the Credit Agreement shall have such defined meanings unless otherwise defined herein or unless the context otherwise requires.

Upon the occurrence of any one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive, to the maximum extent permitted by applicable law, presentment, demand, protest and all other notices of any kind under this Note.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

CHC CAYMAN ABL BORROWER LTD.

By: \_\_\_\_\_  
Name:  
Title:

[SUBSIDIARY BORROWER[S]]

Exhibit A  
to  
Amended and Restated Credit Agreement  
Page 3

By: \_\_\_\_\_  
Name:  
Title: ]

EXHIBIT I

to

AMENDED AND RESTATED CREDIT AGREEMENT

FORM OF ASSIGNMENT AND ACCEPTANCE

Reference is made to the Amended and Restated Credit Agreement (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), dated as of [●], 2017, among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers (as defined therein) from time to time party thereto (together with the Parent Borrower, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time parties thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent (in such capacity, the “Administrative Agent”) for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties (as defined therein). Unless otherwise defined herein, capitalized terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

\_\_\_\_\_ (the “Assignor”) and \_\_\_\_\_ (the “Assignee”) agree as follows:

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Transfer Effective Date (as defined below), an interest (the “Assigned Interest”) as set forth in Schedule 1 in and to the Assignor’s rights and obligations under the Credit Agreement and the other Loan Documents with respect to those credit facilities provided for in the Credit Agreement as are set forth on Schedule 1 (individually, an “Assigned Facility”; collectively, the “Assigned Facilities”), in a principal amount for each Assigned Facility as set forth on Schedule 1.

2. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than that it is the legal and beneficial owner of the Assigned Interest and that it has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrowers, any of their Subsidiaries or any other obligor or the

Exhibit I  
to  
Amended and Restated Credit Agreement  
Page 2

performance or observance by the Borrowers, any of their Subsidiaries or any other obligor of any of their respective obligations under the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto or thereto; and (c) attaches the Note(s), if any, held by it evidencing the Assigned Facilities [and requests that the Administrative Agent exchange such Note(s) for a new Note or Notes payable to the Assignee and (if the Assignor has retained any interest in the Assigned Facilities) a new Note or Notes payable to the Assignor in the respective amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Transfer Effective Date)].<sup>1</sup>

3. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Subsection 7.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (c) agrees that it will, independently and without reliance upon the Assignor, any Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes each applicable Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; (e) hereby affirms the acknowledgements and representations of such Assignee as a Lender contained in Subsection 10.5 of the Credit Agreement; (f) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with the terms of the Credit Agreement all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender, including its obligations pursuant to Subsections 11.16, 4.11(b) and 4.11(c) of the Credit Agreement; and (g) represents and warrants that it is not a Disqualified Lender.

4. The effective date of this Assignment and Acceptance shall be [\_\_\_\_], 20[\_\_\_] (the "Transfer Effective Date"). Following the execution of this Assignment and Acceptance, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to Subsection 11.6 of the Credit Agreement, effective as of the Transfer Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, be earlier than five Business Days after the date of such acceptance and recording by the Administrative Agent).

5. Upon such acceptance and recording, from and after the Transfer Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such

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<sup>1</sup> Should only be included when specifically required by the Assignee and/or the Assignor, as the case may be.

Exhibit I  
to  
Amended and Restated Credit Agreement  
Page 3

amounts have accrued prior to the Transfer Effective Date or accrued subsequent to the Transfer Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Transfer Effective Date or with respect to the making of this assignment directly between themselves.

6. From and after the Transfer Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement, but shall nevertheless continue to be entitled to the benefits of (and bound by related obligations under) Subsections 4.10, 4.11, 4.13, 4.15 and 11.5 thereof.

7. Notwithstanding any other provision hereof, if the consents of the Borrower Representative and the Administrative Agent hereto are required under Subsection 11.6 of the Credit Agreement, this Assignment and Acceptance shall not be effective unless such consents shall have been obtained.

8. This Assignment and Acceptance shall be governed by and construed in accordance with the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

*[Remainder of page intentionally left blank; signature page on Schedule 1 follows]*



SCHEDULE 1  
to  
EXHIBIT I

ASSIGNMENT AND ACCEPTANCE

Re: Amended and Restated Credit Agreement (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), dated as of [●], 2017, among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers (as defined therein) from time to time party thereto (together with the Parent Borrower, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time parties thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties (as defined therein).

Name of Assignor:

Name of Assignee:

Transfer Effective Date of Assignment:

Assigned Facility	Aggregate Amount of Commitment/Loans under Assigned Facility for Assignor	Amount of Commitment/Loans Assigned
	[\$][€][other Designated Foreign Currency]_____	[\$][€][other Designated Foreign Currency]_____

[NAME OF ASSIGNEE]

[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Schedule 1  
to  
Exhibit I  
Page 2

Accepted for recording in the Register:

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

Consented To:

[[CHC CAYMAN ABL BORROWER LTD.]]<sup>2</sup>

By: \_\_\_\_\_  
Name:  
Title:]<sup>3</sup>

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

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<sup>2</sup> Or such other Borrower as may be designated as the “Borrower Representative” by the Borrowers from time to time.

<sup>3</sup> Insert only as required by Subsection 11.6 of the Credit Agreement.

EXHIBIT J

to

AMENDED AND RESTATED CREDIT AGREEMENT

FORM OF LENDER JOINDER AGREEMENT

THIS LENDER JOINDER AGREEMENT, dated as of [\_\_\_\_\_, 20\_\_] (this “Agreement”), by and among [Additional Lenders] (each an “Additional Lender” and collectively the “Additional Lenders”), the Borrower Representative (as defined in the Credit Agreement (as defined below)) and the Administrative Agent (as defined below).

R E C I T A L S :

WHEREAS, reference is hereby made to that certain Amended and Restated Credit Agreement, dated as of [●], 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”, capitalized terms defined therein being used herein as therein defined), among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower and their respective successors and assigns, collectively, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent (in such capacity, the “Administrative Agent”) for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties; and

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Borrowers may [increase the Loans by obtaining][borrow new] Incremental Loans by entering into one or more Lender Joinder Agreements with the Additional Lenders.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

A. Each Additional Lender party hereto hereby agrees to commit to provide its respective Incremental Loans as set forth on Schedule A annexed hereto, on the terms and subject to the conditions set forth below:

Such Additional Lender (i) represents and warrants that it is legally authorized to enter into this Agreement; (ii) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Subsection 7.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (iii) agrees that it will, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it

shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (iv) appoints and authorizes each applicable Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to each such Agent, as applicable, by the terms thereof, together with such powers as are incidental thereto; (v) hereby affirms the acknowledgements and representations of such Additional Lender as a Lender contained in Subsection 10.5 of the Credit Agreement; and (vi) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with the terms of the Credit Agreement all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender, including its obligations pursuant to Subsections 11.16, 4.11(b) and 4.11(c) of the Credit Agreement.

B. Each Additional Lender hereby agrees to make its Incremental Loans on the following terms and conditions:

1. Other Fees. The applicable Borrowers agree to pay each Additional Lender its pro rata share of an aggregate fee equal to [ ]%.

2. Additional Lenders. Each Additional Lender acknowledges and agrees that upon its execution of this Agreement that such Additional Lender shall become a “Lender” under, and for all purposes of, the Credit Agreement and the other Loan Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all rights of a Lender thereunder.

3. Credit Agreement Governs. Except as set forth in this Agreement and any related amendments to the Loan Documents, Incremental Facility Increases shall otherwise be subject to the provisions of the Credit Agreement and the other Loan Documents.

4. Borrower Covenant. By its execution of this Agreement, the Borrower Representative hereby covenants to deliver or cause to be delivered all legal opinions and other documents reasonably requested by the Administrative Agent, as applicable, in connection with this Agreement.

5. Notice. For purposes of the Credit Agreement, the initial notice address of each Additional Lender shall be as set forth below its signature below.

6. Certain Delivery Requirements. Each Additional Lender has delivered or shall deliver herewith to the Borrower Representative and the Administrative Agent such forms, certificates or other evidence with respect to tax withholding matters as such Additional Lender may be required to deliver to the Borrower Representative and/or the Administrative Agent pursuant to Subsection 4.11 of the Credit Agreement.

7. Recordation of the New Loans. Upon execution and delivery hereof, the Administrative Agent will record the Incremental Facility Increase made by the Additional Lender in the Register.

8. Amendment, Modification and Waiver. This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

9. Entire Agreement. This Agreement, the Credit Agreement and the other Loan Documents represent the entire agreement among the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any of the parties relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

12. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be delivered to the Borrower Representative and the Administrative Agent.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Agreement as of the date first above written.

[NAME OF ADDITIONAL LENDER]

By:\_\_\_\_\_

Name:

Title:

Attention:

Telephone:

Facsimile:

[CHC CAYMAN ABL BORROWER LTD.],<sup>4</sup>  
as Borrower Representative

By:\_\_\_\_\_

Name:

Title:

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Administrative Agent

By:\_\_\_\_\_

Name:

Title:

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<sup>4</sup> Or such other Borrower as may be designated as the “Borrower Representative” by the Borrowers from time to time.

SCHEDULE A  
to  
LENDER JOINDER AGREEMENT

EXHIBIT M  
to  
AMENDED AND RESTATED CREDIT AGREEMENT

FORM OF SUBSIDIARY BORROWER TERMINATION

Morgan Stanley Senior Funding, Inc.

[●]

Attention: [●]

Facsimile: [●]

Telephone: [●]

Email: [●]

[Date]

Ladies and Gentlemen:

The undersigned, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (together with its successors and assigns, the “Parent Borrower”), refers to that certain Amended and Restated Credit Agreement, dated as of [●], 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, the Parent Borrower, the Subsidiary Borrowers from time to time party thereto, the several banks and other financial institutions from time to time party thereto, MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

The Borrower Representative hereby terminates the status of [ ] (the “Terminated Subsidiary Borrower”) as a Borrower under the Credit Agreement.

Very truly yours,

CHC CAYMAN ABL BORROWER LTD.

By: \_\_\_\_\_

Name:

Title



EXHIBIT L  
to

AMENDED AND RESTATED CREDIT AGREEMENT

FORM OF SUBSIDIARY BORROWER JOINDER AGREEMENT

THIS SUBSIDIARY BORROWER JOINDER AGREEMENT, dated as of [\_\_\_\_\_, 20\_\_] (this “Joinder”), by and among [Subsidiary Borrower[s]] ([each an] [the] “Applicant Subsidiary Borrower” [and collectively, the “Applicant Subsidiary Borrowers”]), the Borrower Representative (as defined in the Credit Agreement (as defined below)) and the Administrative Agent (as defined below).

R E C I T A L S:

WHEREAS, reference is hereby made to that certain Amended and Restated Credit Agreement, dated as of [●], 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”, capitalized terms defined therein being used herein as therein defined), among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower and their respective successors and assigns, collectively, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent (in such capacity, the “Administrative Agent”) for the Lenders, and BNP PARIBAS S.A., as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties; and

WHEREAS, subject to the terms and conditions of the Credit Agreement, additional Subsidiaries of the Parent Borrower may join the Facility as Subsidiary Borrowers by entering into one or more Subsidiary Borrower Joinders with the Parent Borrower and the Administrative Agent; [and]

WHEREAS, each Applicant Subsidiary Borrower has indicated its desire to become a Subsidiary Borrower pursuant to the terms of the Credit Agreement[; and][.]

[WHEREAS, each Applicant Subsidiary Borrower is currently a party to the Guarantee and Collateral Agreement,] [WHEREAS, each Applicant Subsidiary Borrower shall become a party to the Guarantee and Collateral Agreement, concurrently herewith by executing

an Assumption Agreement in accordance with the terms of the Guarantee and Collateral Agreement.]]<sup>1</sup>

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

1. Each Applicant Subsidiary Borrower hereby acknowledges, agrees and confirms that, by its execution of this Joinder, such Applicant Subsidiary Borrower will be deemed to be a party to the Credit Agreement and a “Subsidiary Borrower” for all purposes of the Credit Agreement and the other Loan Documents, and shall have all of the obligations of a Subsidiary Borrower thereunder as if it has executed the Credit Agreement and the other Loan Documents.

2. Each Applicant Subsidiary Borrower acknowledges and confirms that it has received a copy of the Credit Agreement and the schedules and exhibits thereto and the Guarantee and Collateral Agreement and the schedules and exhibits relating thereto. The information on the schedules to the Credit Agreement and each of the Security Documents are amended to provide the information shown on the attached Schedule A. Each Applicant Subsidiary Borrower agrees that, upon the request to the Administrative Agent by any Lender, in order to evidence such Lender’s Loans, such Applicant Subsidiary Borrower will execute and deliver to such Lender a promissory note substantially in the form of Exhibit A to the Credit Agreement with appropriate insertions as to payee, date and principal amount, payable to such Lender and in a principal amount equal to the aggregate unpaid principal amount of all applicable Loans made by such Lender to such Applicant Subsidiary Borrower.

3. The Parent Borrower confirms that all of its and its Subsidiaries’ obligations under the Credit Agreement and the Guarantee and Collateral Agreement are, and upon each Applicant Subsidiary Borrower becoming a Subsidiary Borrower shall continue to be, in full force and effect, except as otherwise set forth therein. Each Applicant Subsidiary Borrower hereby agrees that upon becoming a Subsidiary Borrower it will assume all obligations of a Subsidiary Borrower as set forth in the Credit Agreement and shall deliver or cause to be delivered all legal opinions and other documents reasonably requested by the Administrative Agent in connection with this Joinder.

4. The Applicant Subsidiary Borrower represents and warrants to the Administrative Agent and the Lenders that this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent enforceability may be limited by applicable domestic or foreign bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5. This Joinder may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

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<sup>1</sup> Insert latter recital for Subsidiary Borrowers not party to the Guarantee and Collateral Agreement.

6. This Joinder, the Credit Agreement and the other Loan Documents represent the entire agreement among the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any of the parties relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

7. THIS JOINDER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

8. Any provision of this Joinder which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. This Joinder may be executed by one or more of the parties to this Joinder on any number of separate counterparts (including by telecopy), and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be delivered to the Borrower Representative and the Administrative Agent.

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Joinder as of the date first above written.

[APPLICANT SUBSIDIARY BORROWER]

By:\_\_\_\_\_

Name:

Title:

Attention:

Telephone:

Facsimile:

[CHC CAYMAN ABL BORROWER LTD.]<sup>2</sup>

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<sup>2</sup> Or such other Borrower as may be designated as the "Borrower Representative" by the Borrowers from time to time.

By: \_\_\_\_\_  
Name:  
Title:

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE A to the Joinder

[Updates to Schedules to the Credit Agreement]

[Updates to Schedules to the Guarantee and Collateral Agreement]

EXHIBIT H

to

AMENDED AND RESTATED CREDIT AGREEMENT

FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate is delivered to you pursuant to Section 7.2(b) of the Amended and Restated Credit Agreement, dated as of [●], 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778 (the “Parent Guarantor”), CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower and their respective successors and assigns, collectively, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties (as defined therein). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

1. I am the duly elected, qualified and acting [chief financial officer] [treasurer] [controller] [chief accounting officer] [vice president--finance] of the Parent Guarantor.

2. I have reviewed and am familiar with the contents of this Compliance Certificate. I am providing this Compliance Certificate solely in my capacity as an officer of the Parent Guarantor. The matters set forth herein are true to my knowledge after reasonable inquiry.

3. I have reviewed the terms of the Credit Agreement and the other Loan Documents and have made or caused to be made under my supervision a review in reasonable detail of the transactions and condition of the Parent Guarantor and its Subsidiaries during the accounting period covered by the financial statements attached hereto as ANNEX 1 (the “Financial Statements”). Such review disclosed at the end of the accounting period covered by the Financial Statements, to my knowledge as of the date of this Compliance Certificate, that (i) the Parent Guarantor and its Restricted Subsidiaries during such period have observed or performed all of their covenants and other agreements, and satisfied every condition, contained in the Credit Agreement or the other Loan Documents to which they are a party to be observed, performed or satisfied by them, and (ii) no Default or an Event of Default has occurred and is continuing [except for \_\_\_\_\_].

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, I have executed this Compliance Certificate this \_\_\_\_  
day of \_\_\_\_\_, 20[\_\_\_].

[NEWCO]

By:\_\_\_\_\_

Name:

Title: Class [A][B] Manager

ANNEX 1

to

Exhibit H

[Applicable Financial Statements To Be Attached]



AMENDED AND RESTATED CREDIT AGREEMENT

FORM OF AFFILIATED LENDER ASSIGNMENT AND ASSUMPTION<sup>7</sup>

Reference is made to the Amended and Restated Credit Agreement (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), dated as of [●], 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower and their respective successors and assigns, collectively, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties (as defined therein). Unless otherwise defined herein, capitalized terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

\_\_\_\_\_ (the “Assignor”) and \_\_\_\_\_ (the “Assignee”) agree as follows:

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Transfer Effective Date (as defined below), an interest (the “Assigned Interest”) as set forth in Schedule 1 in and to the Assignor’s rights and obligations under the Credit Agreement and the other Loan Documents with respect to those credit facilities provided for in the Credit Agreement as are set forth on Schedule 1 (individually, an “Assigned Facility”; collectively, the “Assigned Facilities”), in a principal amount for each Assigned Facility as set forth on Schedule 1.

2. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than that it is the legal and beneficial owner of the Assigned Interest and that it has not created any adverse claim upon the

<sup>7</sup> Assignment Agreement to or by Affiliated Lender that is not an Affiliated Debt Fund.

interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrowers, any of their Subsidiaries or any other obligor or the performance or observance by the Borrowers, any of their Subsidiaries or any other obligor of any of their respective obligations under the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto or thereto; and (c) attaches the Note(s), if any, held by it evidencing the Assigned Facilities [and requests that the Administrative Agent exchange such Note(s) for a new Note or Notes payable to the Assignee and (if the Assignor has retained any interest in the Assigned Facilities) a new Note or Notes payable to the Assignor in the respective amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Transfer Effective Date)].<sup>8</sup> The Assignor acknowledges and agrees that in connection with this assignment, (1) the Assignee is an Affiliated Lender and it or its Affiliates may have, and later may come into possession of, information regarding the Loans or the Loan Parties that is not known to the Assignor and that may be material to a decision by such Assignor to assign the Assigned Interests (such information, the “Excluded Information”), (2) such Assignor has independently, without reliance on the Assignee, the Parent, the Parent Guarantor, the Parent Borrower, any of its Subsidiaries, the Administrative Agent or any other Lender or any of their respective Affiliates, made its own analysis and determination to participate in such assignment notwithstanding such Assignor’s lack of knowledge of the Excluded Information, (3) none of the Assignee, the Parent, the Parent Guarantor, the Parent Borrower, its Subsidiaries, the Administrative Agent, the other Lenders or any of their respective Affiliates shall have any liability to the Assignor, and the Assignor hereby waives and releases, to the extent permitted by law, any claims such Assignor may have against the Assignee, the Parent, the Parent Guarantor, the Parent Borrower, any of its Subsidiaries, the Administrative Agent, the other Lenders and their respective Affiliates, under applicable laws or otherwise, with respect to the nondisclosure of the Excluded Information and (4) the Excluded Information may not be available to the Agents or the other Lenders.

3. The Assignee (a) represents and warrants that (i) it is legally authorized to enter into this Affiliated Lender Assignment and Assumption (ii) it is an Affiliated Lender; (iii) each of the terms and conditions set forth in Subsection 11.6(h)(i) of the Credit Agreement have been satisfied with respect to this Affiliated Lender Assignment and Assumption; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Subsection 7.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Affiliated Lender Assignment and Assumption; (c) agrees that it will, independently and without reliance upon the Assignor, any Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) agrees that it shall not be permitted to (A) attend or participate in, and shall not attend or participate in, any “lender-only” meetings or receive any related “lender-only” information, (B) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the

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<sup>8</sup> Should only be requested when specifically required by the Assignee and/or the Assignor, as the case may be.

Administrative Agent and/or one or more Lenders, except to the extent such information or materials have been made available to the Parent Borrower or its representatives or (C) receive advice of counsel to the Administrative Agent or any other Lender or challenge their attorney client privilege; (e) appoints and authorizes each applicable Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; (f) hereby affirms the acknowledgements and representations of such Assignee as a Lender contained in Subsection 10.5 of the Credit Agreement; and (g) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with the terms of the Credit Agreement all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender, including its obligations pursuant to Subsections 11.16, 4.11(b) and 4.11(c) of the Credit Agreement.

4. The Assignee hereby confirms, in accordance with Subsection 11.6(h) of the Credit Agreement, that it will comply with the requirements of such subsection.

5. The effective date of this Affiliated Lender Assignment and Assumption shall be [\_\_\_\_], 20[\_\_\_] (the "Transfer Effective Date"). Following the execution of this Affiliated Lender Assignment and Assumption, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to Subsection 11.6 of the Credit Agreement, effective as of the Transfer Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, be earlier than five Business Days after the date of such acceptance and recording by the Administrative Agent).

6. Upon such acceptance and recording, from and after the Transfer Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to the Transfer Effective Date or accrued subsequent to the Transfer Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Transfer Effective Date or with respect to the making of this assignment directly between themselves.

7. From and after the Transfer Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Affiliated Lender Assignment and Assumption, have the rights and obligations of an Affiliated Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Affiliated Lender Assignment and Assumption, relinquish its rights and be released from its obligations under the Credit Agreement, but shall nevertheless continue to be entitled to the benefits of (and bound by related obligations under) Subsections 4.10, 4.11, 4.13, 4.15 and 11.5 thereof.

8. Notwithstanding any other provision hereof, if the consents of the Borrower Representative and the Administrative Agent hereto are required under Subsection 11.6 of the Credit Agreement, this Affiliated Lender Assignment and Assumption shall not be effective unless such consents shall have been obtained.

9. This Affiliated Lender Assignment and Assumption shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Affiliated Lender Assignment and Assumption to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

*[Remainder of page intentionally left blank; signature page on Schedule 1 follows]*

SCHEDULE 1  
to  
EXHIBIT K

AFFILIATED LENDER ASSIGNMENT AND ASSUMPTION

Re: Amended and Restated Credit Agreement (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), dated as of [●], 2017, among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower and their respective successors and assigns, collectively, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Lenders (as defined therein), and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties (as defined therein).

Name of Assignor:

Name of Assignee:

Transfer Effective Date of Assignment:

Assigned Facility	Aggregate Amount of Commitment/Loans under Assigned Facility for Assignor	Amount of Commitment/Loans Assigned
	[§][€][other Designated Foreign Currency]	[§][€][other Designated Foreign Currency]
	_____	_____

[NAME OF ASSIGNEE]

[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE 1

to

EXHIBIT K

Page 2

Accepted for recording in the Register:

Consented To:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Administrative Agent

[[CHC CAYMAN ABL BORROWER LTD.]]<sup>9</sup>

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:]<sup>10</sup>

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

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<sup>9</sup> Or such other Borrower as may be designated as the “Borrower Representative” by the Borrowers from time to time.

<sup>10</sup> Insert only as required by Subsection 11.6 of the Credit Agreement.

OMNIBUS REAFFIRMATION, AMENDMENT AND RELEASE AGREEMENT

OMNIBUS REAFFIRMATION, AMENDMENT AND RELEASE AGREEMENT (this “Reaffirmation Agreement”), dated as of [\_\_\_], 2017, among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778 (as further defined in the Amended and Restated Credit Agreement, the “Parent Guarantor”), CHC HELICOPTER HOLDING S.À R.L., a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B155.574, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 12,511 (as further defined in the Amended and Restated Credit Agreement, “Holdco”), CHC HELICOPTER S.A., a public limited liability company (“*société anonyme*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B139.673, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg (as further defined in the Amended and Restated Credit Agreement, the “Company” and together with the Parent Guarantor and Holdco, collectively the “Affiliate Guarantors”), CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (as further defined in the Amended and Restated Credit Agreement, “Holdings”), CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly owned subsidiary of Holdings (as further defined in the Amended and Restated Credit Agreement, the “Parent Borrower”), BNP PARIBAS S.A., as collateral agent (in such capacity and as further defined in the Amended and Restated Credit Agreement, the “Collateral Agent”) for the Secured Parties (as further defined in the Amended and Restated Guarantee and Collateral Agreement), MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity and as further defined in the Amended and Restated Credit Agreement, the “Administrative Agent”) for the Lenders, and the Lenders party hereto.

W I T N E S S E T H:

WHEREAS, the Parent Borrower, Holdings, the Parent Guarantor, the several banks and other financial institutions from time to time party hereto (as further defined in the Amended and Restated Credit Agreement, the “Lenders”), the Collateral Agent and the Administrative Agent are each party to that certain Credit Agreement (the “Prior Credit Agreement”), dated as of June 12, 2015;

WHEREAS, the Parent Borrower, Holdings, the Collateral Agent and the Administrative Agent are each party to that certain Guarantee and Collateral Agreement (the “Existing Collateral Agreement”), dated as of June 12, 2015;

WHEREAS, the Parent Guarantor, Holdco, the Company and the Administrative Agent are each party to that certain Guarantee Agreement (the “Existing Guarantee Agreement”), dated as of June 12, 2015;

WHEREAS, pursuant to the Prior Credit Agreement and the Existing Collateral Agreement, Holdings and the Parent Borrower, as the case may be, delivered certain security documents to the Collateral Agent and/or the Administrative Agent, as the case may be, and provided certain other ancillary documents;

WHEREAS, on May 5, 2016, Borrowers and certain other affiliates filed voluntary petitions for reorganization under the Bankruptcy Code with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division;

WHEREAS, pursuant to that certain settlement term sheet dated October 26, 2016, concurrently herewith, the Parent Borrower, Holdings, the Parent Guarantor, the Lenders, the Collateral Agent and the Administrative Agent are entering into an Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Amended and Restated Credit Agreement”) dated as of the date hereof, which will amend and restate the Prior Credit Agreement in its entirety but will not constitute a novation of the parties’ rights and obligations thereunder;

WHEREAS, concurrently herewith, the Parent Borrower, Holdings, the Affiliate Guarantors, the Collateral Agent, the Administrative Agent and the Lenders are entering into this Reaffirmation Agreement dated as of the date hereof, which will (i) reaffirm, ratify and amend the Existing Guarantee Agreement and the Continuing Collateral Documents as amended hereby and (ii) terminate all Terminating Collateral Documents and release all liens and collateral granted thereunder;

NOW, THEREFORE, the parties hereto agree as follows:

1. Defined Terms

1.1 Unless otherwise defined herein, terms defined in the Amended and Restated Credit Agreement and used herein shall have the meanings given to them in the Amended and Restated Credit Agreement.

1.2 As used in this Reaffirmation Agreement, the following terms shall have the following meanings:

“Borrower Obligations”: as the context may require, as defined in the Existing Collateral Agreement as amended hereby or in the Existing Guarantee Agreement as amended hereby.

“Collateral”: as defined in the Existing Collateral Agreement as amended hereby.

“Continuing Collateral Documents”: the Existing Collateral Agreement and the Security Documents and ancillary documents listed in Schedule 1 hereto.



“Existing Collateral Documents”: all Security Documents (as defined in the Prior Credit Agreement) delivered by a Loan Party to the Collateral Agent and/or the Administrative Agent, as the case may be, pursuant to the Prior Credit Agreement prior to the date hereof.

“Guarantor Obligations”: as the context may require, as defined in the Existing Collateral Agreement as amended hereby or in the Existing Guarantee Agreement as amended hereby.

“Obligations”: as the context may require, as defined in the Existing Collateral Agreement as amended hereby or in the Existing Guarantee Agreement as amended hereby.

“Terminating Collateral Documents”: all Existing Collateral Documents other than the Continuing Collateral Documents.

2. Loan Document; Amendments to Existing Guarantee Agreement and Continuing Collateral Documents

2.1 This Reaffirmation Agreement shall constitute a “Loan Document” and a “Security Document” (as further defined in the Prior Credit Agreement, as amended and restated in the Amended and Restated Credit Agreement) for all purposes of the Amended and Restated Credit Agreement and the other Loan Documents.

2.2 The parties acknowledge and confirm that each reference to the Prior Credit Agreement, however so defined, in any of the Existing Guarantee Agreement and the Continuing Collateral Documents shall be deemed to refer to the Amended and Restated Credit Agreement, as the same may be further amended, restated, supplemented or otherwise modified from time to time. The parties further acknowledge and confirm that each reference to any of the Existing Guarantee Agreement and the Continuing Collateral Documents, however so defined, in any of the Existing Guarantee Agreement, the Continuing Collateral Documents and the other Loan Documents shall be deemed to refer to such Existing Guarantee Agreement or Continuing Collateral Documents, as applicable, as amended by this Reaffirmation Agreement and as further amended, restated, supplemented or otherwise modified from time to time. Holdings and the Parent Borrower, respectively, further acknowledge that the Local Law Security Documents (as further defined in the Existing Collateral Agreement) listed in Schedule 1 shall be, or are being concurrently, amended to the extent necessary to continue the perfection of the liens granted thereunder and otherwise to reflect this Reaffirmation Agreement.

2.3 The parties acknowledge and confirm that notices, requests and demands to or upon the respective parties hereto shall be made in accordance with the provisions of each respective Existing Collateral Document, as may be the case, to the following address, or to such other address as may be hereafter notified by the respective parties thereto:

The Parent Guarantor:

As set forth in Subsection 11.2 of the  
Amended and Restated Credit Agreement.

Holdco:	As set forth in Schedule 1 to the Existing Guarantee Agreement as amended hereby.
The Company:	As set forth in Schedule 1 to the Existing Guarantee Agreement as amended hereby.
Holdings:	As set forth in Schedule 1 to the Existing Collateral Agreement as amended hereby.
The Parent Borrower (including in its capacity as Borrower Representative):	As set forth in Subsection 11.2 of the Amended and Restated Credit Agreement.
The Collateral Agent:	As set forth in Subsection 11.2 of the Amended and Restated Credit Agreement.
The Administrative Agent:	As set forth in Subsection 11.2 of the Amended and Restated Credit Agreement.

3. Reaffirmation and Ratification of Security Interests, Etc.

3.1 Each of the Parent Borrower and Holdings hereby confirms that, pursuant to the Continuing Collateral Documents to which it is a party, it pledged, assigned and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Collateral to secure the prompt and complete payment and performance of its respective Obligations. Each of the Parent Borrower and Holdings hereby expressly reaffirms and ratifies such pledge, assignment, and grant of such security interest to secure the prompt and complete payment and performance of its respective Obligations.

3.2 Each of the Parent Borrower and Holdings hereby confirms that, pursuant to the Existing Collateral Agreement, it guaranteed the prompt and complete payment and performance of the Borrower Obligations. Each of the Parent Borrower and Holdings hereby expressly reaffirms and ratifies such guarantee of the prompt and complete payment and performance of the Borrower Obligations.

3.3 Each of Holdco and the Company hereby confirms that, pursuant to the Existing Guarantee Agreement, it guaranteed the prompt and complete payment and performance of the Borrower Obligations. Each of Holdco and the Company hereby expressly reaffirms and ratifies such guarantee of the prompt and complete payment and performance of the Borrower Obligations.

3.4 Except as expressly amended by this Reaffirmation Agreement, the Continuing Collateral Documents and the Existing Guarantee Agreement are hereby ratified and confirmed in all respects and shall continue in full force and effect. The perfected security interests of the Collateral Agent, for the benefit of the Secured Parties, under the Continuing Collateral Documents (as amended hereby) shall continue in full force and effect, and the collateral security provided for in each of the Continuing Collateral Documents (as amended hereby) shall not be impaired by this Reaffirmation Agreement.

4. Amendments to Existing Guarantee Agreement.

4.1 At the date hereof, the Notice Addresses of Affiliate Guarantors listed in Schedule 1 to the Existing Guarantee Agreement shall be deleted in their entirety and replaced as follows:

**“PARENT GUARANTOR**

As set forth in Subsection 11.2 of the Credit Agreement.

**CHC HELICOPTER HOLDING S.À R.L.**

**or**

**CHC HELICOPTER S.A.**

c/o CHC Helicopter  
600 East Las Colinas Blvd., 10th Flr  
Irving, TX 75039  
Attention: Nicolas P. Stable and Aoife Considine  
Telephone: +1-214-262-7437 and +353 1 6343096  
Email: Nicolas.Stable@chc.ca and Aoife.Considine@chc.ca”

In each case with copies (which shall not constitute notice) to

Debevoise & Plimpton LLP  
65 Gresham Street  
London EC2V 7NQ  
Attention: Geoffrey P. Burgess  
Facsimile: +44 20 7588 4180  
Telephone: +44 20 7786 9075  
Email: gpburgess@debevoise.com”

4.2 At the date hereof, the Existing Guarantee Agreement shall be further amended as follows:

- (a) Subsection 9.10 thereof shall be deleted in its entirety and replaced with the following:

“9.10 Integration. The Settlement Agreement (including Sections 3.8, 7.1, 7.2, 8.1, 9.1 and 9.3 thereof), this Agreement and the other Loan Documents represent the entire agreement of the Affiliate Guarantors, the Administrative Agent and the other Secured Parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Affiliate Guarantors, the Administrative Agent or any other Secured Party relative to subject matter hereof not expressly set forth or referred to in the Settlement Agreement, herein or in the other Loan Documents.”

- (b) The text “Each” at the beginning of Subsection 9.12 thereof and shall be deleted and replaced with the text “Except during the pendency of the

Chapter 11 Cases, during which the Bankruptcy Court shall have exclusive jurisdiction, each”.

5. Other Amendments to Existing Collateral Agreement. At the date hereof, the Existing Collateral Agreement shall be further amended as follows:

5.1 In the definition of “Deposit Account” in Subsection 1.1(b) thereof, the text “, and, in any event, shall include all Blocked Accounts, DDAs and Concentration Accounts” shall be deleted.

5.2 In the definition of “Primary Collateral” in Subsection 1.1(b) thereof, the text “the Core Concentration Account, DDAs and Concentration Accounts (in each case, other than Excluded Accounts),” shall be deleted.

5.3 The following new definition shall be inserted in alphabetical order is Subsection 1.1(b) thereof:

“Commitment”: as to any Lender, its obligation to make Loans to the Borrowers.”

5.4 In Subsection 3.3(l) thereof, subclause (iii) shall be deleted.

5.5 In Subsection 3.3(o) thereof, the text “Abandoned Aircraft, and any” shall be inserted immediately following the text “any”.

5.6 Each reference in Section 4 thereof to the “Closing Date” shall be deemed to refer to the “Closing Date” as defined in the Prior Credit Agreement.

5.7 In Subsection 4.2.2(b) thereof, the text “all Blocked Accounts,” and “(in the case of Deposit Accounts and Blocked Accounts to the extent required under Subsection 4.16 of the Credit Agreement)” shall be deleted.

5.8 In Subsection 4.2.2(b) thereof, subclause 6 of the definition of “Specified Assets” shall be amended to delete the text “or to a Blocked Account”.

5.9 In Subsection 5.2.5(c) thereof, clauses (ii)(A) and (iii)(A) shall be deleted.

5.10 In Subsection 5.2.11 thereof, the text “Concurrently with the delivery of the annual Compliance Certificate pursuant to Subsection 7.2(a) of the Credit Agreement” shall be deleted and replaced with the text “Concurrently with the delivery of the annual financial statement pursuant to Subsection 7.1(a) of the Credit Agreement.”

5.11 Subsection 5.2.13 thereof shall be deleted in its entirety.

5.12 In Subsection 5.2.17 thereof, the text “Each” shall be deleted and replaced with the text “Except in connection with the Transactions, each”.

5.13 In Subsection 5.3.4(a) thereof, clause (ii)(A) shall be deleted.

5.14 Subsection 5.4 thereof shall be deleted in its entirety.

5.15 In Subsection 5.5.1 thereof, the text “Immaterial Subsidiary or other” shall be deleted from subclause (c) and the text “8.2 or” shall be deleted from subclause (d).

5.16 Subsection 6.1 thereof shall be deleted in its entirety

5.17 In Subsection 6.4 thereof, the text “In addition to the rights of the Collateral Agent and the Administrative Agent specified in Subsection 6.1 with respect to payments of Affiliate Rental Payments constituting Collateral, subject” shall be deleted and replaced with the text “Subject”.

5.18 In Subsection 7.1(b) thereof, the text “ABR Loans that are Revolving Credit Loans” shall be deleted and replaced with the text “Loans”.

5.19 Subsection 9.10 thereof shall be deleted in its entirety and replaced with the following:

“9.10 Integration. The Settlement Agreement (including Sections 3.8, 7.1, 7.2, 8.1, 9.1 and 9.3 thereof), this Agreement and the other Loan Documents represent the entire agreement of the Granting Parties, the Collateral Agent, the Administrative Agent and the other Secured Parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Granting Parties, the Collateral Agent or any other Secured Party relative to subject matter hereof not expressly set forth or referred to in the Settlement Agreement, herein or in the other Loan Documents.”

5.20 The text “Each” at the beginning of Subsection 9.12 thereof and shall be deleted and replaced with the text “Except during the pendency of the Chapter 11 Cases, during which the Bankruptcy Court shall have exclusive jurisdiction, each”.

5.21 The Notice Addresses of Granting Parties listed in Schedule 1 of the Guarantee and Collateral Agreement shall be deleted in their entirety and replaced as follows:

**“PARENT BORROWER**

As set forth in Subsection 11.2 of the Credit Agreement.

**CHC CAYMAN ABL HOLDINGS LTD.**

c/o CHC Helicopter  
600 East Las Colinas Blvd., 10th Flr  
Irving, TX 75039  
Attention: Nicolas P. Stable and Aoife Considine  
Telephone: +1-214-262-7437 and +353 1 6343096  
Email: Nicolas.Stable@chc.ca and Aoife.Considine@chc.ca”

In each case with copies (which shall not constitute notice) to

Debevoise & Plimpton LLP  
65 Gresham Street  
London EC2V 7NQ  
Attention: Geoffrey P. Burgess  
Facsimile: +44 20 7588 4180  
Telephone: +44 20 7786 9075  
Email: gpburgess@debevoise.com”

5.22 In Schedule 8, paragraph 2.6, the text “included in the Borrowing Base” shall be deleted.

5.23 In Schedule 8, paragraph 2.11, the text “Revolving Credit Loans” shall be deleted and replaced with “Loans”.

6. Terminations and Releases.

6.1 Each of the Administrative Agent, the Collateral Agent and the Lenders acknowledges, agrees and confirms that, at the date hereof, each of the Terminating Collateral Documents has been terminated and discharged and is of no further force or effect, and accordingly each of the Loan Parties is unconditionally released from all obligations under the Terminating Collateral Documents.

7. Further Assurances.

7.1 Each of Parent Borrower, Holdings, the Company, the Parent Guarantor and Holdco hereby confirms that, on or after the date hereof, it will, at the sole expense of the [Collateral Agent], cause to be done, executed, acknowledged and delivered such further acts, conveyances and assurances or other documents as the Collateral Agent shall reasonably request for the purposes of obtaining or preserving the full benefits of this Reaffirmation Agreement, provided that such documents, acts, conveyances and assurances shall not expand any obligations or limit any rights of such of Parent Borrower, Holdings, the Company, the Parent Guarantor or Holdco in respect of the obligations contemplated herein.

7.2 Each of the Administrative Agent, the Collateral Agent and the Lenders confirms that, on or after the date hereof, it will, at the sole expense of the Parent Borrower, cause to be done, executed, acknowledged and delivered such further acts, conveyances, assurances and releases or other documents as the Parent Borrower or Holdings shall reasonably request for the purposes of releasing such Loan Party from the liens or security interests on the Abandoned Aircraft or pursuant to the Terminating Collateral Documents.

8. Counterparts. This Reaffirmation Agreement may be executed by one or more of the parties to this Reaffirmation Agreement in any number of separate counterparts (including by facsimile and other electronic transmission), and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

9. Severability. Any provision of this Reaffirmation Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. GOVERNING LAW. THIS REAFFIRMATION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS REAFFIRMATION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT THAT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

11. Miscellaneous. Except as expressly set forth in this Reaffirmation Agreement, nothing contained herein shall constitute a waiver of, impair or otherwise affect any Obligations (as further defined in the Prior Credit Agreement, as amended and restated in the Amended and Restated Credit Agreement), any other obligation of any of the Parent Borrower, Holdings, the Company, the Parent Guarantor or Holdco or any rights of the Collateral Agent, the Administrative Agent or any of the Secured Parties consequent thereon. For the avoidance of doubt, except for the representations and warranties contained in Subsections 5.1 through 5.4 of the Amended and Restated Credit Agreement, none of the Loan Parties and the Affiliate Guarantors makes any representation or warranty pursuant to any Loan Document in connection with this Reaffirmation Agreement. Section headings in this Reaffirmation Agreement are included herein for convenience of reference only and shall not constitute part of this Reaffirmation Agreement for any other purpose.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Reaffirmation Agreement as of the date first above written.

**PARENT GUARANTOR:**

6922767 HOLDING SARL

By: \_\_\_\_\_  
Name:  
Title:

**HOLDCO:**

CHC HELICOPTER HOLDING S.À R.L.

By: \_\_\_\_\_  
Name:  
Title:

**COMPANY:**

CHC HELICOPTER S.A.

By: \_\_\_\_\_  
Name:  
Title:



**HOLDINGS:**

Executed as a deed by  
CHC CAYMAN ABL HOLDINGS LTD.

By: \_\_\_\_\_  
Name:  
Title:

In the presence of: \_\_\_\_\_  
Witness:  
Name:  
Title:

**PARENT BORROWER:**

Executed as a deed by  
CHC CAYMAN ABL BORROWER LTD.

By: \_\_\_\_\_  
Name:  
Title:

In the presence of: \_\_\_\_\_  
Witness:  
Name:  
Title:

**AGENT AND LENDERS:**

BNP PARIBAS S.A.,  
as Collateral Agent and Lender

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Administrative Agent and Lender

By: \_\_\_\_\_  
Name:  
Title:

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Lender

By:\_\_\_\_\_

Name:

Title:

By:\_\_\_\_\_

Name:

Title:

NATIXIS, NEW YORK BRANCH,  
as Lender

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

## **SCHEDULE 1**

### Continuing Collateral Documents

1. Equitable Mortgage over Shares in CHC Cayman ABL Borrower Ltd. dated 12 June 2015 between CHC Cayman ABL Holdings Ltd., as Mortgagor, and BNP Paribas S.A., as Collateral Agent
2. UCC-1 financing statement, on file with the Washington DC Recorder of Deeds, against the Parent Borrower, as debtor, in favor of the Collateral Agent, as secured party
3. UCC-1 financing statement, on file with the Washington DC Recorder of Deeds, against Holdings, as debtor, in favor of the Collateral Agent, as secured party
4. New York Law Helicopter Mortgages listed in **Schedule 1-A** hereto
5. Norwegian Law Helicopter Mortgage (MSN 9009)
6. Brazilian Law Helicopter Mortgages (MSNs 760625, 760632 and 760636)
7. Dutch Law Deed of Mortgage (MSN 31099)
8. IDERA (MSNs 9009, 31072, 31561, 31610, 760625, 760632 and 760636)
9. Deregistration Power of Attorney (MSNs 31099, 31561, 31610, 760625, 760632 and 760636)

SCHEDULE 1-A

New York Law Helicopter Mortgages

<b>No.</b>	<b>MSN</b>	<b>New York Helicopter Mortgage</b>
1.	9009	Helicopter Mortgage dated 28 October 2015 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the Airbus AS332L1 aircraft bearing manufacturer's serial number 9009 and Norwegian registration mark LN-OPX, together with two Turbomeca Makila 1A1 engines installed thereon
2.	31099	Helicopter Mortgage dated 28 October 2015 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the AgustaWestland AW139 aircraft bearing manufacturer's serial number 31099 and Dutch registration mark PH-SHP, together with two Pratt and Whitney PT6C-67C engines installed thereon
3.	31072	Helicopter Mortgage dated 1 March 2016 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the AgustaWestland AW139 aircraft bearing manufacturer's serial number 31072 and Canadian registration mark C-FNFZ, together with two PT6C-67C Pratt and Whitney Canada engines installed thereon
4.	31561	Helicopter Mortgage dated 27 January 2016 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the AgustaWestland AW139 aircraft bearing manufacturer's serial number 31561 and UK registration mark G-SNSE, together with two PT6C-67C Pratt and Whitney Canada engines installed thereon
5.	31610	Helicopter Mortgage dated 27 January 2016 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the AgustaWestland AW139 aircraft bearing manufacturer's serial number 31610 and UK registration mark G-SARE, together with two PT6C-67C Pratt and Whitney Canada engines installed thereon

6.	760625	Helicopter Mortgage dated 1 December 2015 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the Sikorsky S76C++ aircraft bearing manufacturer's serial number 760625 and Brazilian registration mark PR-CHA, together with two Turbomeca Arriel 2S2 engines installed thereon
7.	760632	Helicopter Mortgage dated 1 December 2015 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the Sikorsky S76C++ aircraft bearing manufacturer's serial number 760632 and Brazilian registration mark PR-CHC, together with two Turbomeca Arriel 2S2 engines installed thereon
8.	760636	Helicopter Mortgage dated 1 March 2016 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the Sikorsky S76C++ aircraft bearing manufacturer's serial number 760636 and Brazilian registration mark PR-CHD, together with two Turbomeca Arriel 2S2 engines installed thereon



**Exhibit B1**

**Blackline of Amended and Restated ABL Credit Agreement**

\$~~REDACTED~~52,000,000

AMENDED AND RESTATED CREDIT AGREEMENT

among

6922767 HOLDING SARL,  
as Parent Guarantor,

CHC CAYMAN ABL HOLDINGS LTD.,  
as Holdings,

CHC CAYMAN ABL BORROWER LTD.  
and

THE SUBSIDIARY BORROWERS PARTY HERETO,  
as Borrowers,

THE LENDERS  
FROM TIME TO TIME PARTY HERETO,

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Administrative Agent,

and

BNP PARIBAS S.A.,  
as Collateral Agent

dated as of [\_\_\_\_], 2017

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## Table of Contents

	<u>Page</u>
<u>SECTION 1. Definitions</u>	<u>1</u>
<u>Subsection 1.1</u> <u>Defined Terms</u>	<u>1</u>
<u>Subsection 1.2</u> <u>Other Definitional and Interpretive Provisions</u>	<u>4849</u>
<u>SECTION 2. Amount and Terms of Loans</u>	<u>5051</u>
<u>Subsection 2.1</u> <u>Loans</u>	<u>5051</u>
<u>Subsection 2.2</u> <u>[Reserved]</u>	<u>5152</u>
<u>Subsection 2.3</u> <u>[Reserved]</u>	<u>5152</u>
<u>Subsection 2.4</u> <u>[Reserved]</u>	<u>5152</u>
<u>Subsection 2.5</u> <u>Repayment of Loans</u>	<u>5152</u>
<u>Subsection 2.6</u> <u>Incremental Facilities</u>	<u>5253</u>
<u>Subsection 2.7</u> <u>Refinancing Amendments</u>	<u>5354</u>
<u>Subsection 2.8</u> <u>Extension of Commitments</u>	<u>5455</u>
<u>SECTION 3. [Reserved]</u>	<u>5657</u>
<u>SECTION 4. General Provisions Applicable to Loans</u>	<u>5657</u>
<u>Subsection 4.1</u> <u>Interest Rates and Payment Dates</u>	<u>5657</u>
<u>Subsection 4.2</u> <u>[Reserved]</u>	<u>5658</u>
<u>Subsection 4.3</u> <u>[Reserved]</u>	<u>5658</u>
<u>Subsection 4.4</u> <u>Optional and Mandatory Prepayments</u>	<u>5658</u>
<u>Subsection 4.5</u> <u>[Reserved]</u>	<u>5759</u>
<u>Subsection 4.6</u> <u>Computation of Interest and Fees</u>	<u>5759</u>
<u>Subsection 4.7</u> <u>[Reserved]</u>	<u>5759</u>
<u>Subsection 4.8</u> <u>Pro Rata Treatment and Payments</u>	<u>5759</u>
<u>Subsection 4.9</u> <u>[Reserved]</u>	<u>5860</u>
<u>Subsection 4.10</u> <u>Requirements of Law</u>	<u>5860</u>
<u>Subsection 4.11</u> <u>Taxes</u>	<u>5961</u>
<u>Subsection 4.12</u> <u>[Reserved]</u>	<u>6061</u>
<u>Subsection 4.13</u> <u>Certain Rules Relating to the Payment of Additional</u>	
<u>Amounts</u>	<u>6062</u>
<u>Subsection 4.14</u> <u>[Reserved]</u>	<u>6163</u>
<u>Subsection 4.15</u> <u>Defaulting Lenders</u>	<u>6163</u>
<u>SECTION 5. Representations and Warranties</u>	<u>6264</u>
<u>Subsection 5.1</u> <u>Status</u>	<u>6264</u>
<u>Subsection 5.2</u> <u>Non-Conflict</u>	<u>6264</u>
<u>Subsection 5.3</u> <u>Legal Validity</u>	<u>6364</u>
<u>Subsection 5.4</u> <u>Consents</u>	<u>6365</u>
<u>Subsection 5.5</u> <u>Legal Validity</u>	<u>6365</u>
<u>Subsection 5.6</u> <u>Liens</u>	<u>6465</u>

Table of Contents  
(continued)

	<u>Page</u>
<u>SECTION 6. Conditions Precedent</u>	<u>6465</u>
<u>Subsection 6.1 Conditions to Effectiveness</u>	<u>6465</u>
<u>SECTION 7. Affirmative Covenants</u>	<u>6567</u>
<u>Subsection 7.1 Financial Statements</u>	<u>6567</u>
<u>Subsection 7.2 Certificates; Other Information</u>	<u>6668</u>
<u>Subsection 7.3 Payment of Taxes</u>	<u>6769</u>
<u>Subsection 7.4 Conduct of Business and Maintenance of Existence; Compliance with Contractual Obligations and Requirements of Law</u>	<u>6769</u>
<u>Subsection 7.5 Maintenance of Property; Insurance</u>	<u>6769</u>
<u>Subsection 7.6 Inspection of Property; Books and Records; Discussions</u>	<u>6870</u>
<u>Subsection 7.7 Notices</u>	<u>6971</u>
<u>Subsection 7.8 Environmental Laws</u>	<u>7072</u>
<u>Subsection 7.9 [Reserved]</u>	<u>7173</u>
<u>Subsection 7.10 [Reserved]</u>	<u>7173</u>
<u>Subsection 7.11 Accounting Changes</u>	<u>7173</u>
<u>SECTION 8. Negative Covenants</u>	<u>7173</u>
<u>Subsection 8.1 [Reserved]</u>	<u>7173</u>
<u>Subsection 8.2 <del>[Reserved]</del> Fundamental Changes</u>	<u>7173</u>
<u>Subsection 8.3 Limitation on Restricted Payments</u>	<u>7174</u>
<u>Subsection 8.4 Limitations on Certain Acquisitions</u>	<u>7578</u>
<u>Subsection 8.5 Limitation on Dispositions of Collateral</u>	<u>7678</u>
<u>Subsection 8.6 [Reserved]</u>	<u>7679</u>
<u>Subsection 8.7 [Reserved]</u>	<u>7679</u>
<u>Subsection 8.8 Limitation on Negative Pledge Clauses</u>	<u>7679</u>
<u>Subsection 8.9 [Reserved]</u>	<u>7982</u>
<u>Subsection 8.10 [Reserved]</u>	<u>7982</u>
<u>Subsection 8.11 Limitations on Transactions with Affiliates</u>	<u>7982</u>
<u>Subsection 8.12 [Reserved]</u>	<u>8386</u>
<u>Subsection 8.13 Limitations on Indebtedness</u>	<u>8386</u>
<u>Subsection 8.14 Limitations on Liens</u>	<u>8992</u>
<u>SECTION 9. Events of Default</u>	<u>9395</u>
<u>Subsection 9.1 Events of Default</u>	<u>9395</u>
<u>Subsection 9.2 Remedies Upon an Event of Default</u>	<u>9699</u>
<u>SECTION 10. The Agents</u>	<u>9699</u>
<u>Subsection 10.1 Appointment</u>	<u>9699</u>
<u>Subsection 10.2 The Agents and Affiliates</u>	<u>97100</u>
<u>Subsection 10.3 Action by an Agent</u>	<u>97100</u>

Table of Contents  
(continued)

	<u>Page</u>
<a href="#"><u>Subsection 10.4</u></a>	<a href="#"><u>Exculpatory Provisions</u></a> 97100
<a href="#"><u>Subsection 10.5</u></a>	<a href="#"><u>Acknowledgement and Representations by Lenders</u></a> 98101
<a href="#"><u>Subsection 10.6</u></a>	<a href="#"><u>Indemnity; Reimbursement by Lenders</u></a> 99102
<a href="#"><u>Subsection 10.7</u></a>	<a href="#"><u>Right to Request and Act on Instructions</u></a> 100103
<a href="#"><u>Subsection 10.8</u></a>	<a href="#"><u>Collateral Matters</u></a> 100103
<a href="#"><u>Subsection 10.9</u></a>	<a href="#"><u>Successor Agent</u></a> 102106
<a href="#"><u>Subsection 10.10</u></a>	<a href="#"><u>[Reserved]</u></a> 103106
<a href="#"><u>Subsection 10.11</u></a>	<a href="#"><u>Withholding Tax</u></a> 103106
<a href="#"><u>Subsection 10.12</u></a>	<a href="#"><u>[Reserved]</u></a> 104107
<a href="#"><u>Subsection 10.13</u></a>	<a href="#"><u>Appointment of Borrower Representatives</u></a> 104107
<a href="#"><u>Subsection 10.14</u></a>	<a href="#"><u>Administrative Agent May File Proofs of Claim</u></a> 104107
<a href="#"><u>Subsection 10.15</u></a>	<a href="#"><u>Application of Proceeds</u></a> 105108
<a href="#"><u>Subsection 10.16</u></a>	<a href="#"><u>FATCA Information</u></a> 105109
 <a href="#"><u>SECTION 11. Miscellaneous</u></a>	 <a href="#"><u>106109</u></a>
 <a href="#"><u>Subsection 11.1</u></a>	 <a href="#"><u>Amendments and Waivers</u></a> 106109
<a href="#"><u>Subsection 11.2</u></a>	<a href="#"><u>Notices</u></a> 109113
<a href="#"><u>Subsection 11.3</u></a>	<a href="#"><u>No Waiver; Cumulative Remedies</u></a> 112115
<a href="#"><u>Subsection 11.4</u></a>	<a href="#"><u>Survival of Representations and Warranties</u></a> 112115
<a href="#"><u>Subsection 11.5</u></a>	<a href="#"><u>Payment of Expenses and Taxes</u></a> 112115
<a href="#"><u>Subsection 11.6</u></a>	<a href="#"><u>Successors and Assigns; Participations and Assignments</u></a> 114117
<a href="#"><u>Subsection 11.7</u></a>	<a href="#"><u>Adjustments; Set-off; Calculations; Computations</u></a> 122126
<a href="#"><u>Subsection 11.8</u></a>	<a href="#"><u>Judgment</u></a> 123126
<a href="#"><u>Subsection 11.9</u></a>	<a href="#"><u>Counterparts</u></a> 124127
<a href="#"><u>Subsection 11.10</u></a>	<a href="#"><u>Severability</u></a> 124127
<a href="#"><u>Subsection 11.11</u></a>	<a href="#"><u>Integration</u></a> 124127
<a href="#"><u>Subsection 11.12</u></a>	<a href="#"><u>Governing Law</u></a> 124128
<a href="#"><u>Subsection 11.13</u></a>	<a href="#"><u>Submission to Jurisdiction; Waivers</u></a> 124128
<a href="#"><u>Subsection 11.14</u></a>	<a href="#"><u>Acknowledgements</u></a> 125129
<a href="#"><u>Subsection 11.15</u></a>	<a href="#"><u>Waiver of Jury Trial</u></a> 126129
<a href="#"><u>Subsection 11.16</u></a>	<a href="#"><u>Confidentiality</u></a> 126129
<a href="#"><u>Subsection 11.17</u></a>	<a href="#"><u>Incremental Indebtedness; Additional Indebtedness</u></a> 127130
<a href="#"><u>Subsection 11.18</u></a>	<a href="#"><u>USA PATRIOT Act Notice</u></a> 127131
<a href="#"><u>Subsection 11.19</u></a>	<a href="#"><u>Electronic Execution of Assignments and Certain Other Documents</u></a> 127131
<a href="#"><u>Subsection 11.20</u></a>	<a href="#"><u>Reinstatement</u></a> 128131
<a href="#"><u>Subsection 11.21</u></a>	<a href="#"><u>Joint and Several Liability; Postponement of Subrogation</u></a> 128131
<a href="#"><u>Subsection 11.22</u></a>	<a href="#"><u>Designated Cash Management Agreements and Designated Hedging Agreements</u></a> 129132
<a href="#"><u>Subsection 11.23</u></a>	<a href="#"><u>Service of Process</u></a> 130133
<a href="#"><u>Subsection 11.24</u></a>	<a href="#"><u>Effect of Amendment and Restatement</u></a> 130133
<a href="#"><u>Subsection 11.25</u></a>	<a href="#"><u>Releases</u></a> 130134
<del><a href="#"><u>Subsection 11.26</u></a></del>	<del><a href="#"><u>Termination</u></a></del> 130

Table of Contents  
(continued)

Page

<u>Subsection <del>11.27</del>11.26</u>	<u>Contractual Recognition of Bail-In</u> <del>130</del> <u>134</u>
---	---

Table of Contents  
(continued)

SCHEDULES

- 1.1(a) -- Abandoned Aircraft
- 1.1(b) -- Chapter 11 Debtors
- 2.5(a) -- Amortization Schedule
- 4.4(d) -- Monthly Payment Recalculation Parameters
- 7.2 -- Website Address for Electronic Financial Reporting

EXHIBITS

- A -- Form of Note
- B -- [Reserved]
- C -- [Reserved]
- D -- [Reserved]
- E -- [Reserved]
- F -- [Reserved]
- G -- [Reserved]
- H -- Form of Compliance Certificate
- I -- Form of Assignment and Acceptance
- J -- Form of Lender Joinder Agreement
- K -- Form of Affiliated Lender Assignment and Assumption
- L -- Form of Subsidiary Borrower Joinder
- M -- Form of Subsidiary Borrower Termination

AMENDED AND RESTATED CREDIT AGREEMENT, dated as of [\_\_\_\_], 2017, among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Grand Duchy of Luxembourg (“Luxembourg”), registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778 (as further defined in Subsection 1.1, the “Parent Guarantor”), CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (as further defined in Subsection 1.1, “Holdings”), CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly owned subsidiary of Holdings (as further defined in Subsection 1.1, the “Parent Borrower”), and the Subsidiary Borrowers from time to time party hereto (together with the Parent Borrower, collectively, the “Borrowers” and each individually, a “Borrower”), the several banks and other financial institutions from time to time party hereto (as further defined in Subsection 1.1, the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity and as further defined in Subsection 1.1, the “Administrative Agent”) for the Lenders hereunder, and BNP PARIBAS S.A., as collateral agent (in such capacity and as further defined in Subsection 1.1, the “Collateral Agent”) for the Secured Parties (as defined below).

W I T N E S S E T H:

WHEREAS, on May 5, 2016 (the “Petition Date”), Borrowers and the other Chapter 11 Debtors filed voluntary petitions for reorganization under the Bankruptcy Code (the “Chapter 11 Cases”) with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”);

WHEREAS, pursuant to Credit Agreement dated as of June 12, 2015, among the Borrowers, the Parent Guarantor, the Lenders, the Administrative Agent and the Collateral Agent (the “Prior Credit Agreement”), the Lenders provided financing to the Borrowers up to an aggregate principal amount of \$145,000,000; and

WHEREAS, pursuant to that certain settlement term sheet dated October 26, 2016 (the “Settlement Agreement”), the parties hereto agreed to restructure the Prior Credit Agreement and amend and restate the terms thereof.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

SECTION 1. Definitions

Subsection 1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Abandoned Aircraft”: the collective reference to Helicopter Equipment (including Manuals and Technical Records) in respect of the aircraft set forth on Schedule 1.1(a).



“Accelerated”: as defined in Subsection 9.1(e).

“Acceleration”: as defined in Subsection 9.1(e).

“Account Debtor”: each Person who is obligated on an Account, Chattel Paper or General Intangible.

“Accounts”: “accounts” as defined in the UCC and, with respect to any Person, all such Accounts of such Person, whether now existing or existing in the future, including (a) all accounts receivable of such Person (whether or not specifically listed on schedules furnished to the Administrative Agent), including all accounts created by or arising from all of such Person’s sales of goods or rendition of services made under any of its trade names, or through any of its divisions, (b) all unpaid rights of such Person (including rescission, replevin, reclamation and stopping in transit) relating to the foregoing or arising therefrom, (c) all rights to any goods represented by any of the foregoing, including returned or repossessed goods, (d) all reserves and credit balances held by such Person with respect to any such accounts receivable of any Account Debtors, (e) all letters of credit, guarantees or collateral for any of the foregoing and (f) all insurance policies or rights relating to any of the foregoing.

“Acquisition Consideration”: the purchase consideration for any acquisition and all other payments by the Parent Guarantor or any of its Restricted Subsidiaries in exchange for, or as part of, or in connection with, any acquisition, consisting of cash or by exchange of property (other than Capital Stock of any Parent Entity) or the assumption of Indebtedness payable at or prior to the consummation of such acquisition or deferred for payment at any future time (provided that any such future payment is not subject to the occurrence of any contingency). For purposes of the foregoing, any Acquisition Consideration consisting of property shall be valued at the fair market value thereof (as determined in good faith by the Borrower Representative).

“Additional Agent”: as defined in the Guarantee and Collateral Agreement.

“Additional Assets”: (a) any property or assets that replace the property or assets that are the subject of an Asset Sale; (b) any property or assets (other than Indebtedness and Capital Stock) used or to be used by the Parent Borrower or a Restricted Subsidiary or otherwise useful in its business, and any capital expenditures (including in respect of any property or assets already so used); (c) the Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Parent Borrower or another Restricted Subsidiary; or (d) Capital Stock of any Person that at such time is a Restricted Subsidiary acquired from a third party.

“Additional Lender”: as defined in Subsection 2.6(a).

“Administrative Agent”: as defined in the Preamble hereto and shall include any successor to the Administrative Agent appointed pursuant to Subsection 10.9.

“Affiliate”: as to any specified Person, any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified

Person. For the purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Affiliate Guarantors”: the collective reference to the Parent Guarantor, Holdco and the Company; individually, an “Affiliate Guarantor”.

“Affiliated Debt Fund”: any Affiliated Lender that is primarily engaged in, or advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, notes, bonds and similar extensions of credit or securities in the ordinary course, so long as (i) any such Affiliated Lender is managed as to day-to-day matters (but excluding, for the avoidance of doubt, as to strategic direction and similar matters) independently from any Plan Sponsor and any Affiliate of any Plan Sponsor that is not primarily engaged in the investing activities described above, (ii) any such Affiliated Lender has in place customary information screens between it and any Plan Sponsor and any Affiliate of any Plan Sponsor that is not primarily engaged in the investing activities described above, and (iii) neither Holdings nor any of its Subsidiaries directs or causes the direction of the investment policies of such entity.

“Affiliated Lender”: any Lender that is a Permitted Affiliated Assignee.

“Affiliated Lender Assignment and Assumption”: as defined in Subsection 11.6(h)(i)(1).

“Affiliated Lender Cap”: as defined in Subsection 11.6(h)(i)(2).

“Agents”: the collective reference to the Administrative Agent and the Collateral Agent and “Agent” shall mean any of them.

“Aggregate Lender Exposure”: the principal amount of all Loans then outstanding (including, in the case of Loans then outstanding in any Designated Foreign Currency, the Dollar Equivalent of the aggregate principal amount thereof).

“Aggregate Outstanding Credit”: as to any Lender at any time, the aggregate principal amount of all Loans made by such Lender then outstanding (including, in the case of Loans then outstanding in any Designated Foreign Currency, the Dollar Equivalent of the aggregate principal amount thereof).

“Agreed Security Principles”: as defined in the Guarantee and Collateral Agreement.

“Agreement”: this Credit Agreement, as amended, supplemented, waived or otherwise modified from time to time.

“Airframe”: a helicopter (excluding the engines from time to time associated with such airframe and/or installed thereon) and all Parts installed on such helicopter (excluding such engines) (A) owned by a Qualified Loan Party at the date of this Agreement

or (if later) the date on which a Qualified Loan Party acquired title to such helicopter or (B) removed from such helicopter (excluding such engines) so long as title thereto shall remain vested in the relevant Qualified Loan Party, together with all replacements, renewals and additions made to the foregoing Parts.

“Amendment”: as defined in Subsection 8.8(d).

“Asset Sale”: any sale, issuance, conveyance, transfer, lease, Part-Out or other disposition (a “Disposition”), by the Parent Guarantor or any Restricted Subsidiary in one or a series of related transactions, of any real or personal, tangible or intangible, property (including Capital Stock) of the Parent Guarantor or any of its Restricted Subsidiaries, other than (but, in each case of clauses (a) through (q), other than and excluding any Helicopter Equipment):

(a) any Disposition of obsolete, worn-out or surplus property (including Inventory that is no longer useful (as determined in good faith by the Borrower Representative) in the business of the Parent Guarantor and its Subsidiaries taken as a whole), whether now owned or hereafter acquired;

(b) any Disposition of any property (including Inventory) in the ordinary course of business;

(c) any sale or discount of accounts receivable or notes receivable arising in the ordinary course of business, or the conversion or exchange of accounts receivable into or for notes receivable in connection with the compromise or collection thereof;

(d) pursuant to any Sale and Leaseback Transaction;

(e) (x) Dispositions of any assets or property by any Restricted Subsidiary of the Parent Guarantor other than the Qualified Loan Parties to the Parent Guarantor or any of its Restricted Subsidiaries and (y) Dispositions by the Parent Borrower or any of its Restricted Subsidiaries to any Qualified Loan Party or any Wholly Owned Subsidiary of the Parent Borrower;

(f) (i) any Disposition of patents, trademarks or other intellectual property that are, in the reasonable judgment of the Borrower Representative, no longer economically practicable to maintain or useful in the conduct of the business of the Parent Guarantor and its Subsidiaries taken as a whole, and (ii) any license, sublicense or other grant of rights in or to any trademark, copyright, patent or other intellectual property;

(g) any Disposition of any property (other than Helicopter Equipment) for aggregate consideration not to exceed \$25,000,000;

(h) any sale of assets received by the Parent Guarantor or any of its Restricted Subsidiaries upon the foreclosure on a Lien by the Parent Guarantor or any of its Restricted Subsidiaries;

(i) [reserved];

(j) the sale or lease of inventory, products or services or the lease, assignment or sub-lease of any real or personal property;

(k) any Disposition of cash, Cash Equivalents, Temporary Cash Investments, Investment Grade Securities or Marketable Securities;

(l) a sale of accounts receivable and related assets of the type specified in the definition of "Receivables Financing" to a Receivables Subsidiary in a Qualified Receivables Financing;

(m) a transfer of accounts receivable and related assets of the type specified in the definition of "Receivables Financing" (or a fractional undivided interest therein) by a Receivables Subsidiary in a Qualified Receivables Financing;

(n) any sale of Capital Stock in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(o) the granting of Permitted Liens;

(p) the surrender or waiver of contract rights or leases, or the settlement, release or surrender of contract, tort or other claims; and

(q) any exchange of assets (other than Helicopter Equipment) related to a Permitted Business of comparable market value, as determined in good faith by the Borrower Representative.

"Assignee": as defined in Subsection 11.6(b)(i).

"Assignment and Acceptance": an Assignment and Acceptance, substantially in the form of Exhibit I hereto.

"Available Excluded Contribution Amount Basket": as of any date, the excess, if any, of (a) the Net Proceeds from Excluded Contributions received by the Parent Guarantor as of such date over (b) the Net Proceeds from Excluded Contributions as of such date designated or applied prior to such date, or on such date in a separate designation or application, to a Restricted Payment made pursuant to Subsection 8.3(f) or 8.3(g).

"Available Incremental Amount": at any time, the excess, if any, of (a) \$405,000,000 over (b) the sum of (x) the Loans (other than Incremental Loans) plus (y) the sum of the aggregate principal amount of all Incremental Loans made in each case prior to such date pursuant to Subsection 2.6; provided that the sum of clause (x) plus clause (y) may not at any time exceed \$405,000,000.

"Aviation Authority": each aviation authority or other Governmental Authority which shall from time to time have control and/or supervision of the registration, airworthiness and operation of helicopters or other matters relating to civil aviation in the country, place or

jurisdiction where a Helicopter owned by a Qualified Loan Party is registered from time to time.

“Bail-In Action”: the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation”: with respect to any EEA Member Country implementing Article 55 of the Bank Recovery and Resolution Directive, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Bank Products Affiliate”: as defined in the Guarantee and Collateral Agreement.

“Bank Products Agreement”: any agreement pursuant to which a bank or other financial institution agrees to provide (a) treasury services, (b) credit card, merchant card, purchasing card or stored value card services (including the processing of payments and other administrative services with respect thereto), (c) cash management services (including controlled disbursements, automated clearinghouse transactions, return items, netting, overdrafts, depository, lockbox, stop payment, electronic funds transfer, information reporting, wire transfer and interstate depository network services) and (d) other banking products or services as may be requested by the Parent Borrower or any Restricted Subsidiary (other than letters of credit and other than loans and advances except indebtedness arising from services described in clauses (a) through (c) of this definition), including, for the avoidance of doubt, bank guarantees.

“Bank Recovery and Resolution Directive”: Directive 2014/59/EU of the European Parliament and of the Council of the European Union.

“Bankruptcy Code”: Title 11 of the United States Code entitled “Bankruptcy”, as amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder, or any other federal or state bankruptcy or insolvency law.

“Bankruptcy Court”: as defined in the recitals.

“Bankruptcy Proceeding”: as defined in Subsection 11.6(h)(iv).

“Benefited Lender”: as defined in Subsection 11.7(a).

“Board”: the Board of Governors of the Federal Reserve System.

“Board of Directors”: for any Person, the board of directors or other governing body of such Person or, if such Person does not have such a board of directors or other governing body and is owned or managed by a single entity, the board of directors or other governing body of such entity, or, in either case, any committee thereof duly authorized to act

on behalf of such board of directors or other governing body. Unless otherwise provided, “Board of Directors” means the Board of Directors of the Borrower Representative.

“Borrower Representative”: the Parent Borrower or such other Borrower as may be designated as the “Borrower Representative” by the Borrowers from time to time, in each case in its capacity as Borrower Representative pursuant to the provisions of Subsection 10.13.

“Borrowers”: as defined in the Preamble hereto.

“Borrowing”: the borrowing of the Loans from all the Lenders.

“Business Day”: a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

“Canadian Case”: [the ancillary proceeding pending as of the Closing Date in the Supreme Court of British Columbia with respect to CHC Global Operations Canada \(2008\) ULC, CHC Global Operations International ULC, CHC Global Operations \(2008\) ULC, Heli-One Leasing ULS, and Heli-One Canada ULC.](#)

“Canadian JV”: any joint venture formed with a Canadian investor for the purpose of holding all the Capital Stock of CHC Global Operations Canada (2008) Inc.

“Cape Town Convention”: collectively, the official English language text of (a) the Convention on International Interests in Mobile Equipment, and (b) the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, in each case adopted on November 16, 2001, at a diplomatic conference in Cape Town, South Africa, and from and after the effective date of the Cape Town Convention in the relevant country, means when referring to the Cape Town Convention with respect to that country, the Cape Town Convention as in effect in such country, unless otherwise indicated, and (c) all rules and regulations adopted pursuant thereto and, in the case of each of the foregoing described in clauses (a) through (c), all amendments, supplements, and revisions thereto.

“Capital Lease Obligations”: at the time any determination is to be made, the amount of the liability in respect of a lease that would at that time be required to be capitalized on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP; provided that any obligations of the Parent Guarantor or its Restricted Subsidiaries, or of a special purpose or other entity not consolidated with the Parent Guarantor and its Restricted Subsidiaries, either existing on the Closing Date or created prior to any re-characterization described below (or any refinancings thereof) (i) that were not included on the consolidated balance sheet of the Parent Guarantor as capital lease obligations and (ii) that are subsequently recharacterized as capital lease obligations or, in the case of such a special purpose or other entity becoming consolidated with the Parent Guarantor and its Restricted Subsidiaries, due to a change in accounting treatment or otherwise, shall for all purposes not be treated as Capital Lease Obligations or Indebtedness.

“Capital Stock”: as to any Person, any and all shares or units of, rights to purchase, warrants or options for, or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

“Cash Equivalents”: any of the following: (1) money and (2) (a) securities issued or fully guaranteed or insured by the United States of America, a member state of the European Union, Canada, Luxembourg, Norway, the United Kingdom, Ireland, South Africa, Holland or Australia or any agency or instrumentality of any thereof, (b) time deposits, certificates of deposit or bankers’ acceptances of (i) any bank or other institutional lender under this Agreement or any affiliate thereof or (ii) any commercial bank having capital and surplus in excess of \$500,000,000 (or the foreign currency equivalent thereof as of the date of such investment) and the commercial paper of the holding company of which is rated at least A-2 or the equivalent thereof by S&P or at least P-2 or the equivalent thereof by Moody’s (or, if at such time neither is issuing ratings, a comparable rating of another nationally recognized rating agency), (c) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2)(a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (2)(b) above, (d) money market instruments, commercial paper or other short-term obligations rated at least A-2 or the equivalent thereof by S&P or at least P-2 or the equivalent thereof by Moody’s (or, if at such time neither is issuing ratings, a comparable rating of another nationally recognized rating agency), (e) investments in money market funds subject to the risk limiting conditions of Rule 2a-7 or any successor rule of the SEC under the Investment Company Act of 1940, as amended, and (f) investments similar to any of the foregoing denominated in foreign currencies approved by the Board of Directors.

“Cash Management Arrangements”: any agreement or arrangement relating to any service provided pursuant to a Bank Products Agreement.

“Cash Management Party”: any Bank Products Affiliate party to a Bank Products Agreement.

“Cash Management Reserves”: reserves in an amount equal to the then reasonably anticipated monetary obligations of the Loan Parties under any Designated Cash Management Agreements owing to any Cash Management Party. Such anticipated monetary obligations shall be the amount calculated by the relevant Cash Management Party and provided to the Administrative Agent, the relevant Loan Party and the Borrower Representative together with the supporting calculations therefor (a) on or prior to the date on which the applicable Bank Products Agreement is designated as a Designated Cash Management Agreement and (b) thereafter promptly (but in any case not later than three Business Days) following (x) the last calendar day of each calendar month and (y) such other date on which a request was made by the Administrative Agent, the relevant Loan Party or the Borrower Representative, as applicable.

~~“Change of Control”: (a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Closing Date), other than one or more Permitted Holders, shall be the “beneficial owner” of (A) so long as the Parent~~

~~Guarantor is a Subsidiary of any Parent Entity, shares or units of Voting Stock having more than 50.0% of the total voting power of all outstanding shares of such Parent Entity (other than a Parent Entity that is a Subsidiary of another Parent Entity) and (B) if the Parent Guarantor is not a Subsidiary of any Parent Entity, shares or units of Voting Stock having more than 50.0% of the total voting power of all outstanding shares of the Parent Guarantor; or (b) the Parent Guarantor shall cease to own, directly or indirectly, 100.0% of the Capital Stock of the Parent Borrower (or any Successor Borrower).~~

“Cayman Case”: the ancillary proceeding pending as of the Closing Date in the Grand Court of the Cayman Islands Financial Services Division with respect to CHC Group Ltd.

“Chapter 11 Cases”: as defined in the recitals.

“Chapter 11 Debtors”: as set forth on Schedule 1.1(b).

“Chapter 11 Plan”: any plan of reorganization of the Chapter 11 Debtors in the Chapter 11 Cases.

“Chattel Paper”: chattel paper (as such term is defined in Article 9 of the UCC).

“Claims”: claims (as defined in section 101(5) of the Bankruptcy Code), causes of action, suits, debts, obligations, liabilities, accounts, damages, defenses or demands (including, without limitation, under any tax indemnity, general indemnity, reimbursement, rental or any other provision in any Prior Loan Document or in any Loan Document or in any other agreement relating to any of the foregoing), of whatsoever kind and nature, character and description, whether pre-petition unsecured, priority, administrative or post-petition/administrative, whether sounding in tort, contract or under other applicable law of any jurisdiction, whether known or unknown, whether anticipated or unanticipated, whether presently existing or existing at any time in the future, whether or not asserted, and whether founded in fact or law or in equity.

“Closing Date”: the date on which all the conditions precedent set forth in Subsection 6.1 shall be satisfied or waived.

“Code”: the Internal Revenue Code of 1986, as amended from time to time.

“Collateral”: all assets of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

“Collateral Agent”: as defined in the Preamble hereto, and shall include any successor to the Collateral Agent appointed pursuant to Subsection 10.9.

“Collateral Representative”: if any Intercreditor Agreement is then in effect, the Person acting as representative for the Collateral Agent (or for the Administrative Agent in its capacity as agent for perfection of the Collateral Agent) and the Secured Parties thereunder for



the applicable purpose contemplated by this Agreement and the Guarantee and Collateral Agreement.

“Commitment Percentage”: of any Lender at any time shall be that percentage which is equal to a fraction (expressed as a percentage) the numerator of which is the Loans of such Lender at such time and the denominator of which is the aggregate Loans at such time.

“Commodities Agreement”: in respect of a Person, any commodity futures contract, forward contract, option or similar agreement or arrangement (including derivative agreements or arrangements), as to which such Person is a party or beneficiary and that is designed to protect such Person against fluctuation in commodity prices.

“Commonly Controlled Entity”: an entity, whether or not incorporated, which is under common control with the Parent Guarantor within the meaning of Section 4001 of ERISA or is part of a group which includes the Parent Guarantor and which is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Sections 414(m) and (o) of the Code.

“Company”: CHC Helicopter S.A., a public limited liability company (“*société anonyme*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B139.673, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, and any legal or functional successor in interest thereto.

“Compliance Certificate”: as defined in Subsection 7.2(b).

“Conduit Lender”: any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument delivered to the Administrative Agent (a copy of which shall be provided by the Administrative Agent to the Borrower Representative on request); provided that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations under this Agreement, including its obligation to fund a Loan if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to any provision of this Agreement, including Subsection 4.10 or 11.5, than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender if such designating Lender had not designated such Conduit Lender hereunder, or (b) be designated if such designation would otherwise increase the costs of any Facility to any Borrower.

“Consolidated Total Assets”: as of any date of determination, the total assets, in each case reflected on the consolidated balance sheet of the Parent Guarantor as at the end of the Most Recent Four Quarter Period, determined on a consolidated basis in accordance

with GAAP (and, in the case of any determination relating to any incurrence of Indebtedness or Liens or any Investment or any acquisition pursuant to Subsection 8.4, on a pro forma basis, including any property or assets being acquired in connection therewith).

“Contingent Obligations”: with respect to any Person, any obligation of such Person guaranteeing any performance, leases, dividends, taxes or other obligations that do not constitute Indebtedness (“primary obligations”) of any other Person in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent:

(i) to purchase any such primary obligation or any property constituting direct or indirect security thereof;

(ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor;

(iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such obligation against loss in respect thereof; or

(iv) to perform contractual services.

“Contracting State”: the meaning given to such term under the Cape Town Convention.

“Contractual Obligation”: as to any Person, any provision of any material security issued by such Person or of any material agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Contribution Indebtedness”: Indebtedness of the Parent Guarantor or any of its Restricted Subsidiaries in an aggregate principal amount not greater than twice the aggregate amount of cash contributions (other than Excluded Contributions) made to the equity capital of the Parent Guarantor or such Restricted Subsidiary on or after the Closing Date, provided that (i) if the aggregate principal amount of such Contribution Indebtedness is greater than one times such cash contributions to the equity capital of the Parent Guarantor or such Restricted Subsidiary, as applicable, the amount in excess shall be Indebtedness (other than secured Indebtedness) with a Stated Maturity later than the Stated Maturity of the Senior Secured Notes, and (ii) such Contribution Indebtedness (x) is incurred within 180 days after the making of such cash contributions and (y) is designated as Contribution Indebtedness pursuant to an officers’ certificate on the incurrence date thereof.

“Covered Liabilities”: as defined in Subsection ~~11.27~~11.26.

“Credit Agreement Refinancing Indebtedness”: any secured Indebtedness incurred or otherwise obtained by the Borrowers under and in accordance with the terms of this Agreement in the form of revolving commitments or term loans in exchange for, or to extend, renew, replace or refinance, in whole or part, existing Loans hereunder (including any

successive Credit Agreement Refinancing Indebtedness obtained pursuant to a prior Refinancing Amendment) ("Refinanced Debt"); provided that:

(a) such Refinanced Debt shall be repaid and the commitments with respect thereto terminated and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained; and

(b) such Indebtedness shall:

(i) be governed by the terms of this Agreement (as amended by any Refinancing Amendment) and the Security Documents and no other loan agreement, note purchase agreement or other similar agreement and the Lenders with respect to such Indebtedness shall execute an assumption agreement, reasonably satisfactory to the Administrative Agent and the Collateral Agent, pursuant to which such Lenders agree to be bound by the terms of this Agreement as Lenders; provided that the terms and conditions of such Indebtedness (as amended, subject to Subsection 11.1(a)(vii), by such Refinancing Amendment but excluding pricing and optional prepayment or redemption terms) shall be substantially similar to, or (taken as a whole) not more favorable to the investors providing such Indebtedness than the terms and conditions of the applicable Refinanced Debt as reasonably determined by the Borrower Representative in good faith (except with respect to any terms (including covenants) and conditions contained in such Indebtedness that are applicable only after the then Termination Date); provided, further, that the terms and conditions applicable to such Indebtedness may provide for any additional or different financial or other covenants or other provisions that are agreed between the Borrower Representative and the applicable Lenders and applicable only during periods after the Termination Date that is in effect on the date such Credit Agreement Refinancing Indebtedness is incurred or obtained,

(ii) be in an original aggregate principal amount not greater than the aggregate principal amount of the Refinanced Debt except by any amount equal to unpaid accrued interest and premium (including applicable prepayment penalties) thereon plus underwriting discounts, original issue discount, commissions, fees and other costs and expenses incurred in connection therewith,

(iii) not mature or have scheduled amortization, as applicable, sooner or greater than the same under such Refinanced Debt and not be subject to mandatory redemption, repurchase, prepayment or sinking fund obligation (except, subject to Subsection 11.1(a)(vii), for customary asset sale or change of control provisions), in each case prior to the Termination Date,

(iv) only be secured by assets consisting of Collateral (other than Restructured Aircraft Collateral) on a *pari passu* basis (but without regard to the control of remedies) with the Obligations and not be secured by any property or assets of Holdings, the Borrowers or any of their respective Restricted Subsidiaries other than the Collateral; provided that such Obligations (including the Credit Agreement

Refinancing Indebtedness) shall be secured by the Security Documents and the Lenders with respect to such Credit Agreement Refinancing Indebtedness shall have authorized (1) the Collateral Agent to act as their Agent to take any action with respect to any applicable Collateral or Security Documents which may be necessary to perfect and maintain perfected the security interest in and liens upon the Collateral granted pursuant to the Security Documents and (2) the Administrative Agent (either in its own name or in the name of the Collateral Agent) to take or to instruct the Collateral Agent to take any enforcement actions in respect of the Collateral and under any Security Document, and

(v) rank *pari passu* in right of payment and of security with the Refinanced Debt (including being entitled to the benefits of the same place in the waterfall as the Refinanced Debt) and at any time that a Default or an Event of Default exists, all prepayments of Other Loans shall be made on a pro rata basis; provided that no Credit Agreement Refinancing Indebtedness may have any Lien on Restructured Aircraft Collateral, and all payments in respect of Credit Agreement Refinancing Indebtedness pursuant to clause "fourth" of Subsection 10.15 shall be made pursuant to subclause (y)(A), rather than clause (x), thereof.

"Currency Agreement": in respect of a Person, any foreign exchange contract, currency swap agreement or other similar agreement or arrangements (including derivative agreements or arrangements), as to which such Person is a party or a beneficiary.

"Customary Permitted Liens": (a) Each of the following Liens (collectively, the "Restructured Aircraft Liens"):

~~"Customary Permitted Liens":~~ (a) Liens for ~~taxes~~ Taxes, assessments and similar charges levied or assessed by any Governmental Authority, including charges by Eurocontrol and any other supranational body, that are not yet delinquent or the nonpayment of which in the aggregate would not reasonably be expected to have a Material Adverse Effect, or which are being contested in good faith by appropriate proceedings and adequate reserves with respect thereto are maintained on the books of the Parent Borrower or its Restricted Subsidiaries, as the case may be, in conformity with GAAP;

(b) Liens with respect to outstanding motor vehicle fines, liens of landlords or of mortgagees of landlords arising by statute and liens of suppliers, mechanics, carriers, materialmen, repairers, airports, air navigation and other aviation authorities, airport hangar keepers, warehousemen or workmen, liens in respect of flight charges arising by way of contract or incurred in the ordinary course of business and other liens imposed by law created in the ordinary course of business for amounts not overdue for a period of more than 120 days or that are being contested in good faith by appropriate proceedings and adequate reserves with respect thereto are maintained on the books of the Parent Borrower or its Restricted Subsidiaries, as the case may be, in conformity with GAAP;

(iii) financing statements with respect to a lessor's rights in and to personal property leased to such Person in the ordinary course of such Person's business;

(iv) Liens arising by reason of any judgment, decree or order of any court or other Governmental Authority, unless the judgment, decree or order it secures has not, within 30 days after entry of such judgment, been discharged or execution stayed pending appeal, or has not been discharged within 30 days after the expiration of any such stay;

(v) the rights of any Affiliate of the Parent Borrower or any of its Restricted Subsidiaries arising under pooling arrangements in respect of Helicopter Equipment;

(vi) Liens on property (including Helicopter Equipment) arising under leases between the Parent Guarantor or any of its Restricted Subsidiaries, as lessor, and the Parent Guarantor or any of its Restricted Subsidiaries, as lessee;

(vii) Liens on Helicopter Equipment arising under leases between the Parent Guarantor or any of its Restricted Subsidiaries, as lessor, and any person, provided that the Collateral Agent has been granted a security interest or other Lien in such lease pursuant to the Guarantee and Collateral Agreement;

(viii) Liens over Helicopter Equipment or other assets of the Parent Borrower or any of its Restricted Subsidiaries resulting from any right or claim of a Secured Party that is not related to the transactions contemplated by the Loan Documents;

(ix) Liens relating to installation of (A) any leased or owned engine or part that is subject to another financing onto the Airframe or Engine of a Restructured Aircraft and (B) any Engine or Part that has been removed from the Airframe or Engine of a Restructured Aircraft onto another aircraft in the CHC fleet; and

(x) Liens relating to power-by-the-hour or other maintenance, repair and overhaul arrangements entered into in the ordinary course of business;

(eb) deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance or other types of social security benefits or other insurance related obligations (including pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements);

(dc) encumbrances arising by reason of zoning restrictions, easements, licenses, reservations, covenants, rights-of-way, utility easements, building restrictions, title defects and other similar encumbrances on the use of real property not materially detracting from the value of such real property or not materially interfering with the ordinary conduct of the business conducted and proposed to be conducted at such real property;

(ed) encumbrances arising under leases or subleases of real property that do not, in the aggregate over all such encumbrances, materially detract from the value of such

real property or interfere with the ordinary conduct of the business conducted and proposed to be conducted at such real property;

~~(f) financing statements with respect to a lessor's rights in and to personal property leased to such Person in the ordinary course of such Person's business;~~

(g) Liens, pledges or deposits securing the performance of (x) bids, contracts (other than for borrowed money), obligations for utilities, leases and statutory or regulatory obligations, or (y) performance, bid, surety, appeal, judgment, replevin and similar bonds, other surety arrangements, and other similar obligations, all in, or relating to liabilities or obligations incurred in, the ordinary course of business;

~~(h) Liens arising by reason of any judgment, decree or order of any court or other Governmental Authority, unless the judgment, decree or order it secures has not, within 30 days after entry of such judgment, been discharged or execution stayed pending appeal, or has not been discharged within 30 days after the expiration of any such stay;~~

(i) Liens existing on assets or properties at the time of the acquisition thereof by the Parent Borrower or any of its Restricted Subsidiaries which do not materially interfere with the use, occupancy, operation and maintenance of structures existing on the property subject thereto or extend to or cover any assets or properties of the Parent Borrower or such Restricted Subsidiary other than the assets or property being acquired; and

(j) Liens on goods in favor of customs and revenue authorities arising as a matter of law to secure customs duties in connection with the importation of such goods;

~~(k) the rights of any Affiliate of the Parent Borrower or any of its Restricted Subsidiaries arising under pooling arrangements in respect of Helicopter Equipment;~~

~~(l) Liens on property (including Helicopter Equipment) arising under leases between the Parent Guarantor or any of its Restricted Subsidiaries, as lessor, and the Parent Guarantor or any of its Restricted Subsidiaries, as lessee;~~

~~(m) Liens on Helicopter Equipment arising under leases between the Parent Guarantor or any of its Restricted Subsidiaries, as lessor, and any person (other than an Affiliate of the Parent Borrower or such Restricted Subsidiary), provided that the Collateral Agent has been granted a security interest or other Lien in such lease pursuant to the Guarantee and Collateral Agreement; and~~

~~(n) Liens over Helicopter Equipment or other assets of the Parent Borrower or any of its Restricted Subsidiaries resulting from any claim of a Secured Party that is not related to the transactions contemplated by the Loan Documents.~~

"Debt Obligations": with respect to any Indebtedness, any principal, premium (if any), interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization whether or not a claim for post-filing interest is allowed in such

proceedings), fees, charges, expenses, reimbursement obligations, other monetary obligations of any nature and all other amounts payable thereunder or in respect thereof.

“Default”: any of the events specified in Subsection 9.1, whether or not any requirement for the giving of notice (other than, in the case of Subsection 9.1(e), a Default Notice), the lapse of time, or both, or any other condition specified in Subsection 9.1, has been satisfied.

“Default Notice”: as defined in Subsection 9.1(e).

“Defaulting Lender”: any Lender or Agent whose acts or failure to act, whether directly or indirectly, cause it to meet any part of the definition of Lender Default.

“Deposit Account”: any deposit account (as such term is defined in Article 9 of the UCC).

“Deposit Financings”: Indebtedness incurred by the Parent Borrower or any Restricted Subsidiary to an aircraft lessor or other party to finance the deposit of funds in connection with aircraft sale and leaseback transactions, including in connection with pre-delivery novations of aircraft contracts.

“Designated Cash Management Agreements”: Bank Products Agreements that are (i) secured by Liens on Collateral (other than Restructured Aircraft Collateral) that are *pari passu* in priority with the Liens on such Collateral securing the amounts due under this Agreement, pursuant to the Security Documents (but only to the extent that any such Bank Products Agreement secured under a Security Document has also been designated as a Designated Cash Management Agreement in accordance with clause (ii) hereof) and (ii) designated as a “Designated Cash Management Agreement” as contemplated by Subsection 11.22.

“Designated Foreign Currency”: Euro, or any other freely available currency reasonably requested by the Borrower Representative and acceptable to the Administrative Agent and each Lender.

“Designated Hedging Agreements”: Hedging Agreements that are (i) secured by Liens on Collateral (other than Restructured Aircraft Collateral) that are *pari passu* in priority with the Liens on such Collateral securing the amounts due under this Agreement, pursuant to the Security Documents and (ii) designated as a “Designated Hedging Agreement” to the Administrative Agent as contemplated by Subsection 11.22.

“Designated Hedging Reserves”: reserves in an amount equal to the then aggregate outstanding mark-to-market (“MTM”) exposure of all Loan Parties to the relevant Hedging Parties under all Designated Hedging Agreements as provided by the applicable Hedging Party from time to time in accordance with the succeeding requirements. Such exposure shall be the sum of the positive aggregate MTM values to each Hedging Party of all Designated Hedging Agreements with such Hedging Party outstanding at the time of the relevant calculation. The aggregate MTM value to a Hedging Party of all Designated Hedging Agreements with such Hedging Party shall be calculated by such Hedging Party (i) on a net



basis by taking into account the netting provision contained in the ISDA Master Agreement (or other similar agreement with netting provisions substantially similar to an ISDA Master Agreement) with such Hedging Party and (ii) if applicable, by taking into account any master netting agreement or arrangement in place among such Hedging Party, any Subsidiary or Affiliate thereof that is also party to a Designated Hedging Agreement and the relevant Loan Party, in which case the positive aggregate MTM value of all relevant Designated Hedging Agreements to such Hedging Party and such Subsidiaries or Affiliates who are parties to such master netting agreements shall be calculated in respect of all of the relevant Designated Hedging Agreements on a net basis across all such Designated Hedging Agreements; provided that the Borrower Representative (i) certifies to the Administrative Agent that such master netting agreement shall apply to all such Designated Hedging Agreements in all cases including upon the occurrence of an event of default by the relevant Loan Party in respect of any such Designated Hedging Agreement and (ii) upon request, provides to the Administrative Agent a copy of the master netting agreement. The Hedging Party, in calculating the positive aggregate MTM value to such Hedging Party, shall take into account the value of collateral posted to such Hedging Party in respect of such Designated Hedging Agreements, such that the value of such collateral shall reduce the MTM value of such Designated Hedging Agreements that is out-of-the-money to the relevant Loan Party by an amount equal to (x) the amount of cash collateral or (y) the value of non-cash collateral with such value as determined by the relevant Hedging Party or the relevant valuation agent in accordance with the relevant credit support annex or other collateral agreement (for the avoidance of doubt, taking into account any haircut provision applicable to such non-cash collateral); provided that the Borrower Representative shall provide any supporting documentation for such value as may be reasonably requested by the Administrative Agent. For the avoidance of doubt, if the MTM value of all Designated Hedging Agreements with a Hedging Party is a negative amount to such Hedging Party (i.e., if all such Designated Hedging Agreements with such Hedging Party are in-the-money to the relevant Loan Party on a net basis), such MTM value shall be treated as zero in calculating the amount of the Designated Hedging Reserves. The MTM value of a Designated Hedging Agreement for this purpose shall be calculated and provided to the Administrative Agent, the relevant Loan Party and the Borrower Representative together with the supporting calculations therefor (i) on or prior to the date on which the applicable Hedging Agreement is designated as a Designated Hedging Agreement and (ii) thereafter promptly (but in any case not later than three Business Days) following (x) the last calendar day of each calendar month and (y) such other date on which a request was made by the Administrative Agent, the relevant Loan Party or the Borrower Representative, as applicable, for such MTM value. Upon receipt of such MTM value of a Designated Hedging Agreement from the relevant Hedging Party, the Borrower Representative may, within three Business Days of such receipt, notify the Administrative Agent that the Borrower Representative does not agree with such MTM value provided by such Hedging Party and seek a Dealer Polling (as defined below) with respect to the relevant Designated Hedging Agreement as set forth below. In the event the Borrower Representative does not provide such notice to the Administrative Agent, the Administrative Agent shall use such MTM value in calculating the relevant portion of the Designated Hedging Reserves. Prior to any Hedging Party providing the MTM value of any Hedging Agreement, the applicable Hedging Agreement will not be designated as a Designated Hedging Agreement for the purposes of this Agreement, until such time as an MTM value is provided by such Hedging Party or an alternative value is provided by the Borrower



Representative pursuant to a Dealer Polling. The Borrower Representative may commence a Dealer Polling (i) at any time if a Hedging Party fails to provide an MTM value or (ii) within three Business Days of the receipt by the Administrative Agent of an MTM value provided by a Hedging Party. In the case of the immediately preceding subclause (ii), until Dealer Polling results in an alternative MTM value, the MTM value provided by the Hedging Party shall be used for purposes of calculating the Designated Hedging Reserves. If a Hedging Party provides an MTM value in respect of the relevant Designated Hedging Agreement subsequent to the determination of an MTM value in accordance with a Dealer Polling, such MTM value so provided by the Hedging Party shall be used in calculating the relevant portion of the Designated Hedging Reserves; provided that the Borrower Representative may disagree with such new MTM value and commence a new Dealer Polling in accordance with these provisions. A “Dealer Polling” for purposes hereof is a procedure by which the Borrower Representative seeks mid-market quotations (which may be firm or indicative) from at least two (and not more than three) recognized dealers in Hedging Agreements of the same or similar type of the MTM value of a Designated Hedging Agreement. In seeking such quotations, the Borrower Representative shall (x) instruct each such dealer to calculate its mid-market valuation in a manner consistent with the manner in which such dealer would calculate such valuation for products of its own that are of the same or substantially similar type as the relevant Designated Hedging Agreement and (y) provide each such dealer with the transaction details and other information necessary for such dealer to provide such mid-market quotation. The Borrower Representative shall provide a copy of all written communications with each such dealer and all information provided pursuant to clause (y) of the preceding sentence to the dealers participating in the Dealer Polling to the Administrative Agent and the relevant Hedging Party. Upon notification and delivery by the Borrower Representative to the Administrative Agent of (A) the details and results of any such mid-market quotations from such other dealers attributable to the Designated Hedging Agreement for which such additional dealer mid-market quotations have been obtained, and (B) a certificate showing the amount determined by calculating either (i) the arithmetic average of the valuation provided by the relevant Hedging Party and the valuations provided by each of such other dealers in the event the Borrower Representative did not agree with the valuation provided by such Hedging Party or (ii) the arithmetic average of the valuations provided by each of such other dealers in the event the relevant Hedging Party has not provided its valuation (in either case, including reasonable details of such calculation), the Administrative Agent shall adjust the Designated Hedging Reserves attributable to the Designated Hedging Agreement for which such additional dealer mid-market quotations have been obtained to equal the amount provided by the Borrower Representative in preceding clause (B). In the event that (x) the Borrower Representative commenced the Dealer Polling but no third-party dealer has provided any quotation within seven Business Days from the date on which the Borrower Representative notified the Administrative Agent of the commencement of the Dealer Polling, or (y) the Borrower Representative has failed to commence the Dealer Polling in a situation described above, then the MTM value of the relevant Designated Hedging Agreement for purposes of the determination of the relevant portion of the Designated Hedging Reserves shall be determined by the Administrative Agent based on the previous MTM value provided by the relevant Hedging Party.

“Designated Noncash Consideration”: the Fair Market Value of noncash consideration received by the Parent Borrower or one of its Restricted Subsidiaries in

connection with an Asset Sale that is so designated as Designated Noncash Consideration pursuant to a certificate of a Responsible Officer of the Borrower Representative, setting forth the basis of such valuation.

“Designated Preferred Stock”: preferred stock of the Company or any direct or indirect parent company of the Company (other than Disqualified Capital Stock) that is issued for cash (other than to the Parent Guarantor or any of its Subsidiaries or an employee stock ownership plan or trust established by the Parent Guarantor or any of its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an certificate of a Responsible Officer of the Borrower Representative, on the issuance date thereof.

“Designation Date”: as defined in Subsection 2.8(e).

“Disinterested Director”: as defined in Subsection 8.11.

“Disposition”: as defined in the definition of the term “Asset Sale” in this Subsection 1.1.

“Disqualified Capital Stock”: with respect to any Person, any Capital Stock (other than Management Stock) that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable), or upon the happening of any event (other than following the occurrence of a ~~Changechange~~ of ~~Controlcontrol~~ or other similar event ~~described under such terms as a “change of control”~~ or an Asset Sale or other disposition), (a) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise, (b) is convertible or exchangeable for Indebtedness or Disqualified Capital Stock or (c) is redeemable at the option of the holder thereof (other than following the occurrence of a ~~Changechange~~ of ~~Controlcontrol~~ or other similar event ~~described under such terms as a “change of control”~~ or an Asset Sale or other disposition), in whole or in part, in each case on or prior to the Termination Date; provided that Capital Stock issued to any employee benefit plan, or by any such plan to any employees of the Parent Guarantor or any Subsidiary, shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased or otherwise acquired or retired in order to satisfy applicable statutory or regulatory obligations.

“Disqualified Lender”: (i) any competitor of the Parent Guarantor and its Restricted Subsidiaries that is in the same or a similar line of business as the Parent Guarantor and its Restricted Subsidiaries, (ii) any lessor (which is not a commercial bank or a subsidiary of a commercial bank) under any helicopter lease held by the Parent Guarantor or any of its Subsidiaries and (iii) any Affiliate of any of the foregoing.

“Dollar Equivalent”: at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in Euro, the equivalent amount thereof in Dollars as determined by the Administrative Agent on the basis of the Spot Rate of Exchange (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with Euro.

“Dollars” and “\$”: dollars in lawful currency of the United States of America.

“EEA Financial Institution”: (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition and is subject to the supervision of an EEA Resolution Authority, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision of an EEA Resolution Authority with its parent.

“EEA Member Country”: any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority”: any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegate) having responsibility for the resolution of any EEA Financial Institution.

“EMEA JV”: EEA Helicopter Operations B.V., with corporate seat in Amsterdam, The Netherlands, a joint venture organized under the laws of The Netherlands for the purpose of holding regulated European operations of the Parent Guarantor and its Subsidiaries, and all its Subsidiaries as such joint venture is in effect on the Closing Date or amended or modified in the Parent Guarantor’s sole discretion in a manner not materially adverse to the Parent Guarantor and its Restricted Subsidiaries when taken as a whole.

“Engines”: (i) with respect to each Helicopter owned by a Qualified Loan Party, the engines related to that Helicopter, title to which engines has vested in the relevant Qualified Loan Party, with respect to all Helicopters, all of those engines and (ii) each other helicopter engine owned by a Qualified Loan Party, in each case, whether or not attached to a Helicopter, and together in each case with all equipment and accessories belonging to, installed in or appurtenant to those helicopter engines. For the avoidance of doubt, references to “Engines” shall include helicopter engines which have replaced another helicopter engine owned by the Qualified Loan Parties if title to such replacement helicopter engine shall have passed to a Qualified Loan Party.

“Environmental Costs”: any and all costs or expenses (including attorney’s and consultant’s fees, investigation and laboratory fees, response costs, court costs and litigation expenses, fines, penalties, damages, settlement payments, judgments and awards), of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way relating to, any actual or alleged violation of, noncompliance with or liability under any Environmental Laws. Environmental Costs include any and all of the foregoing, without regard to whether they arise out of or are related to any past, pending or threatened proceeding of any kind.

“Environmental Laws”: any and all U.S. or foreign, federal, state, provincial, territorial, local or municipal laws, rules, orders, enforceable guidelines and orders-in-council, regulations, statutes, ordinances, codes, decrees, and such requirements of any Governmental Authority properly promulgated and having the force and effect of law or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning the management, discharge, release, registration or emissions of Materials

of Environmental Concern or protection of human health (as it relates to exposure to Materials of Environmental Concern) or the environment, as have been, or now or at any relevant time hereafter are, in effect.

“Environmental Permits”: any and all permits, licenses, registrations, notifications, exemptions and any other authorization required under any Environmental Law.

“ERISA”: the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Reorganization”: with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

“EU Bail-In Legislation Schedule”: the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Euro” and “€”: the single currency of the European Union as constituted by the Treaty on European Union and as referred to in the legislative measures of the European Union for the introduction of, changeover to or operation of the Euro in one or more member states.

“Event of Default”: any of the events specified in Subsection 9.1, provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“Exchange Act”: the Securities Exchange Act of 1934, as amended from time to time.

“Excluded Assets”: as defined in the Guarantee and Collateral Agreement; provided that, for purposes of this Agreement, “Excluded Assets” shall be deemed not to include Helicopter Equipment.

“Excluded Contribution”: (a) Net Proceeds, or the Fair Market Value of property or assets, received by the Parent Guarantor as capital contributions to the Parent Guarantor on or after the Closing Date or (b) Net Proceeds from the public or private issuance or sale (other than to a Restricted Subsidiary) of Capital Stock (other than Disqualified Capital Stock and Designated Preferred Stock) by, or a capital contribution to, the Parent Guarantor, in each case to the extent designated as an “Excluded Contribution” in a certificate of a Responsible Officer of the Parent Guarantor delivered to the Administrative Agent.

“Excluded Information”: as defined in Subsection 11.6(h)(i)(5).

“Excluded Liability”: any liability that is excluded under the Bail-In Legislation from the scope of any Bail-In Action including any liability excluded pursuant to Article 44 of the Bank Recovery and Resolution Directive.

“Excluded Obligation”: (i) with respect to any Guarantor, such Guarantor’s Excluded Loan Party Obligation (as defined in the Guarantee and Collateral Agreement), and (ii) with respect to any Affiliate Guarantor, such Affiliate Guarantor’s Excluded Affiliate Obligation (as defined in the Guarantee Agreement).

“Excluded Subsidiary”: at any date of determination, any Subsidiary of the Parent Borrower:

(a) [reserved];

(b) that is prohibited by Requirement of Law or Contractual Obligations existing on the Closing Date (or, in the case of any newly acquired Subsidiary, in existence at the time of acquisition but not entered into in contemplation thereof) from Guaranteeing, or granting Liens to secure, the Obligations or if Guaranteeing, or granting Liens to secure, the Obligations would require governmental (including regulatory) consent, approval, license or authorization unless such consent, approval, license or authorization has been received;

(c) with respect to which the Borrower Representative and the Administrative Agent reasonably agree that the burden or cost or other consequences of providing a guarantee of the Obligations shall be excessive in view of the benefits to be obtained by the Lenders therefrom;

(d) with respect to which the provision of such guarantee of the Obligations would result in material adverse tax consequences to Holdings or any of its Subsidiaries (as reasonably determined by the Borrower Representative and notified in writing to the Administrative Agent);

(e) that is a Receivables Subsidiary;

(f) that is a joint venture or Non-Wholly Owned Subsidiary;

(g) that is an Unrestricted Subsidiary;

(h) [reserved];

(i) that is a special purpose entity; or

(j) that is a Subsidiary formed solely for the purpose of (x) becoming a Parent Entity, or (y) merging with the Parent Borrower in connection with another Subsidiary becoming a Parent Entity, in each case to the extent that such entity becomes a Parent Entity or is merged with the Parent Borrower or any Parent Entity within 60 days of the formation thereof, or otherwise creating or forming a Parent Entity.

Subject to the proviso in the preceding sentence, any Subsidiary that fails to meet the foregoing requirements as of the last day of the Most Recent Four Quarter Period shall continue to be deemed an Excluded Subsidiary hereunder until the date that is 60 days following the date on which such annual or quarterly financial statements were required to be delivered pursuant to Subsection 7.1 with respect to such Most Recent Four Quarter Period. If

reasonably requested by the Administrative Agent, the Borrower Representative shall provide to the Administrative Agent a list of all Excluded Subsidiaries at the time of such request.

“Excluded Taxes”: any of the following Taxes imposed on or with respect to an Agent or Lender or required to be withheld or deducted from a payment to an Agent or Lender, (a) any Taxes measured by or imposed upon net income (however denominated) and all franchise Taxes, branch Taxes, Taxes on doing business or Taxes measured by or imposed upon overall capital or net worth, in each case imposed: (i) by the jurisdiction under the laws of which such Agent or Lender, applicable lending office, branch or affiliate is organized or is located, or in which its principal executive office is located, or any nation within which such jurisdiction is located or any political subdivision thereof; or (ii) that would not have been imposed, withheld, or deducted but for any connection between the jurisdiction imposing such Tax and such Agent or Lender, applicable lending office, branch or affiliate other than a connection arising solely from such Agent or Lender having executed, delivered or performed its obligations under, or received payment under or enforced, this Agreement or any Notes, and (b) any Tax imposed by FATCA.

“Extended Loans”: as defined in Subsection 2.8(a).

“Extending Lender”: as defined in Subsection 2.8(a).

“Extension”: as defined in Subsection 2.8(a).

“Extension Offer”: as defined in Subsection 2.8(a).

“Facility”: each of (a) the Loans made (or deemed made) hereunder and (b) any other committed facility hereunder and the extensions of credit made thereunder, and collectively, the “Facilities”.

“Fair Market Value”: with respect to any asset or property, the fair market value of such asset or property as determined in good faith by senior management of the Borrower Representative or the Board of Directors, whose determination shall be conclusive.

“FATCA”: Sections 1471 through 1474 of the Code as in effect on the Closing Date (and any amended or successor provisions that are substantially comparable), any current or future regulations or other administrative authority promulgated thereunder or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement entered into in connection with any of the foregoing and any U.S. or non-U.S. fiscal or regulatory legislation, rules, guidance or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code or analogous provisions of non-U.S. law.

“Federal District Court”: as defined in Subsection 11.13(a).

“Federal Funds Effective Rate”: for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System of the United States arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any

day that is a Business Day, the average of the quotations for the day for such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

“Fiscal Quarter”: for any Fiscal Year, (i) the fiscal period commencing on May 1 of such Fiscal Year and ending on July 31 of such Fiscal Year, (ii) the fiscal period commencing on August 1 of such Fiscal Year and ending on October 31 of such Fiscal Year, (iii) the fiscal period commencing on November 1 of such Fiscal Year and ending on January 31 of such Fiscal Year, and (iv) the fiscal period commencing on February 1 of such Fiscal Year and ending on April 30 of such Fiscal Year.

“Fiscal Year”: the annual accounting period of the Parent ending on April 30 of any calendar year, calculated in accordance with the fiscal calendar of the Parent, or any other date of any calendar year designated by the Borrower Representative in accordance with Subsection 7.11, in each case calculated in accordance with the fiscal calendar of the Parent.

“Fixed GAAP Date”: the Closing Date, provided that at any time after the Closing Date, the Borrower Representative may by written notice to the Administrative Agent elect to change the Fixed GAAP Date to be the date specified in such notice, and upon such notice, the Fixed GAAP Date shall be such date for all periods beginning on and after the date specified in such notice.

“Fixed GAAP Terms”: (a) the covenants contained in Subsection 8.13, and the defined term “Consolidated Total Assets”, (b) all defined terms in this Agreement (other than the term “Capital Lease Obligations”) to the extent used in or relating to any of the foregoing definitions, and all ratios and computations based on any of the foregoing definitions, and (c) any other term or provision of this Agreement or the Loan Documents that, at the Parent Guarantor’s election, may be specified by the Parent Guarantor by written notice to the Administrative Agent from time to time.

“Foreign Pension Plan”: a registered pension plan which is subject to applicable pension legislation other than ERISA or the Code, which a Restricted Subsidiary of the Parent Guarantor sponsors or maintains, or to which it makes or is obligated to make contributions.

“Foreign Plan”: each Foreign Pension Plan, deferred compensation or other retirement or superannuation plan, fund, program, agreement, commitment or arrangement whether oral or written, funded or unfunded, sponsored, established, maintained or contributed to, or required to be contributed to, or with respect to which any liability is borne, outside the United States of America, by the Parent Guarantor or any of its Restricted Subsidiaries, other than any such plan, fund, program, agreement or arrangement sponsored by a Governmental Authority.

“Foreign Proceeding”: as defined in Subsection 9.1.

“GAAP”: generally accepted accounting principles in the United States of America as in effect on the Fixed GAAP Date (for purposes of the Fixed GAAP Terms) and as in effect from time to time (for all other purposes of this Agreement), including those set

forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession, and subject to the following sentence. If at any time the SEC permits or requires U.S. domiciled companies subject to the reporting requirements of the Exchange Act to use IFRS in lieu of GAAP for financial reporting purposes, the Parent Guarantor may elect by written notice to the Administrative Agent to so use IFRS in lieu of GAAP and, upon any such notice, references herein to GAAP shall thereafter be construed to mean (a) for periods beginning on and after the date specified in such notice, IFRS as in effect on the date specified in such notice (for purposes of the Fixed GAAP Terms) and as in effect from time to time (for all other purposes of this Agreement) and (b) for prior periods, GAAP as defined in the first sentence of this definition. All ratios and computations based on GAAP contained in this Agreement shall be computed in conformity with GAAP; provided that, notwithstanding the foregoing, upon and following the acquisition of any business or new Subsidiary by the Parent or the Parent Guarantor in accordance with this Agreement, in each case that would not constitute a “significant subsidiary” for purposes of Regulation S-X, financial items and information with respect to such newly-acquired business or Subsidiary that are required to be included in determining any financial calculations and other financial ratios contained herein for any period prior to such acquisition shall not be required to be in accordance with GAAP so long as the Parent Guarantor is able to estimate pro forma adjustments in respect of such acquisition for such prior periods, and in each case such estimates are made in good faith.

“General Intangibles”: general intangibles (as such term is defined in Article 9 of the UCC), including payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, patents, trade names, trade secrets, trademarks, servicemarks, copyrights, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, insurance premium rebates, tax refunds, and tax refund claims, and any and all supporting obligations in respect thereof, and any other personal property other than Accounts, Deposit Accounts, goods, Investment Property, and Negotiable Collateral.

“Governmental Authority”: the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supranational bodies such as the European Union or the European Central Bank).

“Gross Proceeds”: with respect to any Asset Sale or Recovery Event subject to the provisions of Subsection 4.4(b)-~~or~~, 4.4(c) or 4.4(d), an amount equal to the sum of all cash, Cash Equivalents, Temporary Cash Investments and Marketable Securities plus the Fair Market Value of other property or assets, received by the applicable Loan Party in connection with such Asset Sale or Recovery Event.



“Guarantee”: any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person; provided that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business. The term “Guarantee” used as a verb has a corresponding meaning.

“Guarantee Agreement”: the Guarantee Agreement, dated as of June 12, 2015, among the Affiliate Guarantors party thereto and the Administrative Agent, as amended by the Omnibus Reaffirmation Agreement and as the same may be amended, supplemented, waived or otherwise modified from time to time.

“Guarantee and Collateral Agreement”: the Guarantee and Collateral Agreement, dated as of June 12, 2015, among the Loan Parties party thereto, the Collateral Agent and the Administrative Agent, as amended by the Omnibus Reaffirmation Agreement and as the same may be amended, supplemented, waived or otherwise modified from time to time.

“Guarantee Obligation”: as to any Person (the “guaranteeing person”), any obligation of (a) the guaranteeing person or (b) another Person (including any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the “primary obligations”) of any other third Person (the “primary obligor”) in any manner, whether directly or indirectly, including any such obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person’s maximum reasonably anticipated liability in respect thereof as determined by the Borrower Representative in good faith.

“Guarantors”: the collective reference to Holdings and each Subsidiary Guarantor; individually, a “Guarantor”.

“Hedging Affiliate”: as defined in the Guarantee and Collateral Agreement.

“Hedging Agreement”: any Interest Rate Agreement, Commodities Agreement, Currency Agreement or any other credit or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity, credit or equity values or creditworthiness (including any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

“Hedging Party”: any Hedging Affiliate party to a Hedging Agreement.

“Helicopter”: together, (a) an Airframe, (b) the Engines, (c) all Parts installed in or furnished with such Airframe and (d) where the context permits, the Manuals and Technical Records.

“Helicopter Equipment”: a Helicopter, an Airframe, an Engine or a Part; provided that Helicopter Equipment shall not include any Abandoned Aircraft.

“Helicopter Mortgage”: as defined in the Guarantee and Collateral Agreement.

“Holdco”: CHC Helicopter Holding S.à r.l., a private limited liability company (*“société à responsabilité limitée”*) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B155.574, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 12,511, and any legal or functional successor in interest thereto.

“Holdings”: CHC Cayman ABL Holdings Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands, and any legal or functional successor in interest thereto.

“IFRS”: International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such board, or the SEC, as the case may be), as in effect from time to time.

“Incremental Facility” and “Incremental Facilities”: as defined in Subsection 2.6(a).

“Incremental Facility Increase”: as defined in Subsection 2.6(a).

“Incremental Indebtedness”: Indebtedness incurred by any Borrower pursuant to and in accordance with Subsection 2.6.

“Incremental Loans”: as defined in Subsection 2.6(a).

“Indebtedness”: of any Person at any date, (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property (other than trade liabilities

incurred in the ordinary course of business and payable in accordance with customary practices), which purchase price is due more than one year after the date of placing such property in final service or taking final delivery and title thereto, (b) any other indebtedness of such Person which is evidenced by a note, bond, debenture or similar instrument, (c) all Capital Lease Obligations of such Person, (d) all obligations of such Person under letters of credit (to the extent that the underlying obligation in respect of which the letter of credit was issued would, under clause (a), (c) or (e) of this definition, be treated as Indebtedness), bankers' acceptances or other similar instruments issued or created for the account of such Person, (e) for purposes of Subsection 9.1(e) only, all obligations of such Person in respect of interest rate protection agreements, interest rate futures, interest rate options, interest rate caps and any other interest rate hedge arrangements, (f) all indebtedness or obligations of the types referred to in the preceding clauses (a) through (d) (and for purposes of Subsection 9.1(e) only, clauses (a) through (e)) to the extent secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof and (g) Guarantee Obligations of such Person in respect of any Indebtedness of the type described in the preceding clauses (a) through (d) and clause (f) (and for purposes of Subsection 9.1(e) only, clauses (a) through (f)).

Notwithstanding the foregoing, "Indebtedness" shall not include (i) accrued expenses, royalties and trade payables; (ii) Contingent Obligations incurred in the ordinary course of business; (iii) asset retirement obligations and obligations in respect of reclamation and workers' compensation (including pensions and retiree medical care) that are not overdue by more than 90 days; (iv) except to the extent set forth in clause (e) of the preceding paragraph, any obligations under Hedging Agreements; provided that such agreements are entered into for bona fide hedging purposes of the Parent Guarantor or its Restricted Subsidiaries (as determined in good faith by the Board of Directors or senior management of the Parent Guarantor or the Company, whether or not accounted for as a hedge in accordance with GAAP) and, in the case of Currency Agreements or Commodities Agreements, such Currency Agreements or Commodities Agreements are related to business transactions of the Parent Guarantor or its Restricted Subsidiaries entered into in the ordinary course of business and, in the case of Interest Rate Agreements, such Interest Rate Agreements substantially correspond in terms of notional amount, duration and interest rates, as applicable, to Indebtedness of the Parent Guarantor or its Restricted Subsidiaries incurred without violation of this Agreement; or (v) any financing related to the novation of aircraft purchase agreements for assets under construction or the sale of rotatable parts, where the recourse of the finance provider is limited to the relevant assets under construction or rotatable parts.

"Indemnified Liabilities": as defined in Subsection 11.5.

"Indemnatee": as defined in Subsection 11.5.

"Individual Lender Exposure": of any Lender, at any time, the aggregate principal amount of all Loans made by such Lender then outstanding (including, in the case of Loans made by such Lender then outstanding in any Designated Foreign Currency, the Dollar Equivalent of the aggregate principal amount thereof).

“Initial Agreement”: as defined in Subsection 8.8(d).

“Initial Loans”: the Loans deemed made on the Closing Date pursuant to Subsection 2.1(a).

“Insolvency”: with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

“Intercreditor Agreement”: an intercreditor agreement in form and substance reasonably satisfactory to the Borrower Representative and the Administrative Agent and the Collateral Agent.

“Intercreditor Agreement Supplement”: as defined in Subsection 10.8(a).

“Interest Rate Agreement”: with respect to any Person, any interest rate protection agreement, future agreement, option agreement, swap agreement, cap agreement, collar agreement, hedge agreement or other similar agreement or arrangement (including derivative agreements or arrangements), as to which such Person is a party or a beneficiary.

“International Interests”: the meaning expressed in the Cape Town Convention.

“International Registry”: the meaning expressed in the Cape Town Convention.

“Inventory”: inventory (as such term is defined in Article 9 of the UCC).

“Investment”: in any Person by any other Person, any direct or indirect advance, loan or other extension of credit (other than to customers, dealers, licensees, franchisees, suppliers, consultants, directors, officers or employees of any Person in the ordinary course of business) or capital contribution (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others) to, or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such Person. For purposes of the definition of “Unrestricted Subsidiary” only, (i) “Investment” shall include the portion (proportionate to the Parent Guarantor’s equity interest in such Subsidiary) of the Fair Market Value of the net assets of any Subsidiary of the Parent Guarantor at the time that such Subsidiary is designated an Unrestricted Subsidiary, provided that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Parent Guarantor shall be deemed to continue to have a permanent “Investment” in an Unrestricted Subsidiary in an amount (if positive) equal to (x) the Parent Guarantor’s “Investment” in such Subsidiary at the time of such redesignation less (y) the portion (proportionate to the Parent Guarantor’s equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation and (ii) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value (as determined in good faith by the Borrower Representative) at the time of such transfer. Guarantees shall not be deemed to be Investments. The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced (at the Borrower Representative’s option) by any dividend, distribution, interest payment, return of capital, repayment or other amount or value received in respect of such Investment.

“Investment Agreements”: collectively, (i) the limited liability company operating agreement of Parent Guarantor, as the same may be amended, modified or restated in accordance with the terms thereof, (ii) the registration rights agreement dated as of [●], 2017 by and among Helicopter Company I LLC, Helicopter Finance Ltd. and the other parties thereto and (iii) any agreement primarily providing for indemnification and/or contribution for the benefit of any Permitted Holder in respect of liabilities resulting from, arising out of or in connection with, based upon or relating to (a) any management, consulting, advisory, financing, underwriting or placement services or other investment banking activities to, for or in respect of any Parent Entity or any of its Subsidiaries, (b) any offering of securities or other financing activity or arrangement of or by any Parent Entity or any of its Subsidiaries or (c) any action or failure to act of or by any Parent Entity or any of its Subsidiaries (or any of their respective predecessors), in each case as the same may be amended, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof.

“Investment Company Act”: the Investment Company Act of 1940, as amended from time to time.

“Investment Grade Rating”: a rating equal to or higher than Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, or any equivalent rating by any other nationally recognized rating agency.

“Investment Grade Securities”: (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (other than Cash Equivalents); (ii) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Parent Guarantor and its Subsidiaries; (iii) investments in any fund that invests exclusively in investments of the type described in clauses (i) and (ii) above, which fund may also hold immaterial amounts of cash pending investment or distribution; and (iv) corresponding instruments in countries other than the United States customarily utilized for high quality investments.

“Investment Property”: investment property (as such term is defined in Article 9 of the UCC) and any and all supporting obligations in respect thereof.

“Judgment Conversion Date”: as defined in Subsection 11.8(a).

“Judgment Currency”: as defined in Subsection 11.8(a).

“LCA Election”: as defined in Subsection 1.2(h).

“LCA Test Date”: as defined in Subsection 1.2(h).

“Lenders”: the several lenders from time to time parties to this Agreement.

“Lender Default”: (a) the refusal (which may be given verbally or in writing and has not been retracted) or failure of any Lender (including any Agent in its capacity as Lender) to make available its portion of any incurrence of Loans required to be made hereunder, which refusal or failure is not cured within two Business Days after the date of

such refusal or failure, (b) the failure of any Lender (including any Agent in its capacity as Lender) to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute, (c) a Lender (including any Agent in its capacity as Lender) has notified the Borrower Representative or the Administrative Agent that it does not intend to comply with its funding obligations hereunder, (d) a Lender (including any Agent in its capacity as Lender) has failed, within 10 Business Days after request by the Administrative Agent, to confirm that it will comply with its funding obligations hereunder, (e) an Agent or a Lender has admitted in writing that it is insolvent or such Agent or Lender becomes subject to a Lender-Related Distress Event or (f) has, or has a direct or indirect parent company that has, become the subject of a Bail-in-Action.

“Lender Joinder Agreement”: as defined in Subsection 2.6(c)(i).

“Lender-Related Distress Event”: with respect to any Agent or Lender (each, a “Distressed Person”), a voluntary or involuntary case with respect to such Distressed Person under any debt relief law, or a custodian, conservator, receiver or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person’s assets, or such Distressed Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Authority having regulatory authority over such Distressed Person to be, insolvent or bankrupt ; provided that a Lender-Related Distress Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any equity interests in any Agent or Lender or any person that directly or indirectly controls such Agent or Lender by a Governmental Authority or an instrumentality thereof.

“Lien”: any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof).

“Limited Condition Acquisition”: any acquisition of any assets, business, or Person permitted by this Agreement whose consummation is not conditioned on the availability of, or on obtaining, third-party financing.

“Loan”: a Loan deemed made pursuant to Subsection 2.1(a); all such loans, the “Loans”.

“Loan Documents”: this Agreement, the Guarantee and Collateral Agreement, the Guarantee Agreement, any applicable Intercreditor Agreements (in each case, on and after the execution thereof) and any other Security Documents, each as amended, supplemented, waived or otherwise modified from time to time.

“Loan Parties”: Holdings, the Borrowers and the Subsidiary Guarantors; individually, a “Loan Party”.

“Loan Repayment Date” : as defined in Subsection 2.5(a).

“Luxembourg”: as defined in the Preamble hereto.

“Management Investors”: the management members, officers, directors, employees and other members of the management of any Parent Entity or the Parent Guarantor or any of their respective Subsidiaries, or family members or relatives of any of the foregoing (provided that, solely for purposes of the definition of “Permitted Holders”, such relatives shall include only those Persons who are or become Management Investors in connection with estate planning for or inheritance from other Management Investors, as determined in good faith by the Borrower Representative, which determination shall be conclusive), or trusts, partnerships or limited liability companies for the benefit of any of the foregoing, or any of their heirs, executors, successors and legal representatives, who at any date beneficially own or have the right to acquire, directly or indirectly, Capital Stock of the Parent Guarantor or any of its Restricted Subsidiaries or any Parent Entity.

“Management Stock”: Capital Stock of the Parent Guarantor or any of its Restricted Subsidiaries or any Parent Entity (including any options, warrants or other rights in respect thereof) held by any of the Management Investors.

“Management Subscription Agreements”: one or more stock subscription, stock option, grant or other agreements which have been or may be entered into between the Parent Guarantor or any of its Restricted Subsidiaries or any Parent Entity and one or more Management Investors (or any of their heirs, successors, assigns, legal representatives or estates), with respect to the issuance to and/or acquisition, ownership and/or disposition by any of such parties of common stock of the Parent Guarantor or any of its Restricted Subsidiaries or any Parent Entity, or options, warrants, units or other rights in respect of common stock of the Parent Guarantor or any of its Restricted Subsidiaries or any Parent Entity, any agreements entered into from time to time by transferees of any such stock, options, warrants or other rights in connection with the sale, transfer or reissuance thereof, and any assumptions of any of the foregoing by third parties, as amended, supplemented, waived or otherwise modified from time to time.

“Manuals and Technical Records”: all records, logs, manuals, technical data and other repositories of information in whatever form and materials and documents (whether kept or to be kept in compliance with any regulation of the Aviation Authority or otherwise) relating to a Helicopter.

“Manufacturer Support Indebtedness”: Indebtedness incurred by the Parent Borrower or a Restricted Subsidiary of the Parent Borrower to a manufacturer of a helicopter or fixed-wing aircraft in connection with the purchase of such helicopter or fixed-wing aircraft from the manufacturer.

“Marketable Securities”: with respect to any Asset Sale, any readily marketable equity securities that are (i) traded on the New York Stock Exchange, the American Stock Exchange or the Nasdaq National Market; and (ii) issued by a corporation having a total equity market capitalization of not less than \$250,000,000; provided that the excess of (A) the aggregate amount of securities of any one such corporation held by the Parent Guarantor and any Restricted Subsidiary over (B) ten times the average daily trading volume of such

securities during the 20 immediately preceding trading days shall be deemed not to be Marketable Securities, as determined on the date of the contract relating to such Asset Sale.

“Material Adverse Effect”: a material adverse effect on (a) the business, operations, property or condition (financial or otherwise) of the Parent Guarantor and its Restricted Subsidiaries taken as a whole, (b) the validity or enforceability as to the Loan Parties (taken as a whole) party thereto of the Loan Documents taken as a whole or (c) the rights or remedies of the Agents and the Lenders under the Loan Documents, in each case taken as a whole.

“Material Guarantee Obligation”: any Guarantee Obligation (excluding Guarantee Obligations in respect of the Loans and any Guarantee Obligations in respect of obligations under or in connection with Helicopter leases) in an aggregate principal amount in excess of \$50,000,000.

“Material Indebtedness”: any financial Indebtedness (excluding the Loans and any financial Indebtedness under or in connection with Helicopter leases) in an aggregate principal amount in excess of \$50,000,000.

“Material Subsidiaries”: Restricted Subsidiaries of the Parent Guarantor constituting, individually or in the aggregate (as if such Restricted Subsidiaries constituted a single Subsidiary), a “significant subsidiary” in accordance with Rule 1-02 under Regulation S-X.

“Materials of Environmental Concern”: any pollutants, contaminants, hazardous or toxic substances or materials or wastes defined, listed, or regulated as such in or under, or which may give rise to liability under, any applicable Environmental Law, including gasoline, petroleum (including crude oil or any fraction thereof), petroleum products or by-products, asbestos, pesticides, herbicides, fungicides and polychlorinated biphenyls.

“Minimum Extension Condition”: as defined in Subsection 2.8(b).

“Moody’s”: Moody’s Investors Service, Inc., and its successors.

“Most Recent Four Quarter Period”: the four Fiscal Quarter period of the Parent Guarantor ending on the last day of the most recently completed Fiscal Year for which financial statements of the Parent Guarantor have been (or have been required to be) delivered under Subsection 7.1(a) or Fiscal Quarter.

“MTM”: as defined in the definition of “Designated Hedging Reserves” in this Subsection 1.1.

“Multiemployer Plan”: a Plan which is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.



“Negotiable Collateral”: letters of credit, letter of credit rights, instruments, promissory notes, drafts, documents, and chattel paper (including electronic chattel paper and tangible chattel paper), and any and all supporting obligations in respect thereof.

“Net Proceeds”: with respect to any new public or private issuance or sale of any securities or any capital contribution (whether of property or assets, including cash), an amount equal to the gross proceeds in cash and Cash Equivalents (or with respect to capital contributions of non-cash property or assets, the Fair Market Value) of such issuance, sale or contribution net of attorneys’ fees, accountants’ fees, underwriters’ or placement agents’ fees, discounts or commissions, and brokerage, consultant and other fees actually incurred in connection with such issuance, sale or contribution and net of taxes paid or payable as a result, or in respect, thereof.

“New York Courts”: as defined in Subsection 11.13(a).

“New York Supreme Court”: as defined in Subsection 11.13(a).

“Non-Consenting Lender”: as defined in Subsection 11.1(g).

“Non-Core Assets”: all Collateral other than Primary Collateral, in each case as defined in the Guarantee and Collateral Agreement; provided that, for purposes of this Agreement, “Non-Core Assets” shall not include Helicopter Equipment.

“Non-Defaulting Lender”: any Lender other than a Defaulting Lender.

“Non-Excluded Taxes”: all Taxes other than Excluded Taxes.

“Non-Extending Lender”: any Lender that does not accept an Extension Offer.

“Non-Loan Party”: each Subsidiary of the Parent Borrower that is not a Loan Party.

“Non-Recourse Debt”: Indebtedness:

(i) as to which neither the Parent Guarantor nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) other than a pledge of the Capital Stock of any Unrestricted Subsidiaries, (b) is directly or indirectly liable (as a guarantor or otherwise) other than by virtue of a pledge of the Capital Stock of any Unrestricted Subsidiaries, or (c) constitutes the lender; and

(ii) no default with respect to which (including any rights that the holders of the Indebtedness may have to take enforcement action against an Unrestricted Subsidiary) would permit, upon notice, lapse of time or both, any holder of any other Indebtedness of the Parent Guarantor or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment of the Indebtedness to be accelerated or payable prior to its Stated Maturity.

“Non-Wholly Owned Subsidiary”: as to any Person, each Subsidiary of such Person that is not a Wholly Owned Subsidiary.

“Note”: as defined in Subsection 2.1(c).

“Obligation Currency”: as defined in Subsection 11.8(a).

“Obligations”: obligations of the Loan Parties from time to time arising under or in respect of the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during (or that would accrue but for) the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties under this Agreement and the other Loan Documents.

“Omnibus Reaffirmation Agreement”: the Omnibus Reaffirmation, Amendment and Release Agreement dated on or about the date hereof among Holdings, the Parent Borrower, the Parent Guarantor, Holdco, the Company, the Administrative Agent, the Collateral Agent and each Lender.

“Organizational Documents”: with respect to any Person, (a) the articles of incorporation, memorandum and articles of incorporation, certificate of incorporation or certificate of formation (or the equivalent organizational documents) of such Person and (b) the bylaws or operating agreement (or the equivalent governing documents) of such Person.

“Other Loans”: one or more Tranches of term loans hereunder that result from a Refinancing Amendment.

“Parent”: [Helicopter Company I LLC], a limited liability company under the laws of the Cayman Islands, and any legal or functional successor in interest thereto.

“Parent Borrower”: as defined in the Preamble hereto, and shall include any legal or functional successor in interest thereto.

“Parent Entity”: any of Parent, any Other Parent, and any other Person that is a Subsidiary of Parent or any Other Parent and of which the Parent Guarantor is a Subsidiary. As used herein, “Other Parent” means a Person of which the Parent Guarantor becomes a Subsidiary after the Closing Date that is designated by the Borrower Representative as an “Other Parent”; provided that ~~either (x) immediately after the Parent Guarantor first becomes a Subsidiary of such Person, more than 50.0% of the Voting Stock of such Person shall be held by one or more Persons that held more than 50.0% of the Voting Stock of a Parent Entity of the Parent Guarantor immediately prior to the Parent Guarantor first becoming such Subsidiary or (y) such Person shall be deemed not to be an Other Parent for the purpose of determining~~

~~whether a Change of Control shall have occurred by reason of the Parent Guarantor first becoming a Subsidiary of such Person.~~ None of the Borrowers shall in any event be deemed to be a "Parent Entity".

"Parent Entity Expenses": (i) costs (including all professional fees and expenses) incurred by any Parent Entity in connection with maintaining its existence or in connection with its reporting obligations under, or in connection with compliance with, applicable laws or applicable rules of any governmental, regulatory or self-regulatory body or stock exchange, this Agreement or any other agreement or instrument relating to Indebtedness of the Parent Guarantor or any of its Restricted Subsidiaries, including in respect of any reports filed with respect to the Securities Act, the Exchange Act or the respective rules and regulations promulgated thereunder, (ii) expenses incurred by any Parent Entity in connection with the acquisition, development, maintenance, ownership, prosecution, protection and defense of its intellectual property and associated rights (including but not limited to trademarks, service marks, trade names, trade dress, patents, copyrights and similar rights, including registrations and registration or renewal applications in respect thereof; inventions, processes, designs, formulae, trade secrets, know-how, confidential information, computer software, data and documentation, and any other intellectual property rights; and licenses of any of the foregoing) to the extent that such intellectual property and associated rights relate to the business or businesses of the Parent Guarantor or any Subsidiary thereof, (iii) indemnification obligations of any Parent Entity owing to directors, officers, employees or other Persons under its charter or bylaws or pursuant to written agreements with or for the benefit of any such Person, or obligations in respect of director and officer insurance (including premiums therefor), (iv) other administrative and operational expenses of any Parent Entity incurred in the ordinary course of business, and (v) fees and expenses incurred by any Parent Entity in connection with any offering of Capital Stock or Indebtedness, (w) which offering is not completed, or (x) where the net proceeds of such offering are intended to be received by or contributed or loaned to the Parent Guarantor or any of its Restricted Subsidiaries, or (y) in a prorated amount of such expenses in proportion to the amount of such net proceeds intended to be so received, contributed or loaned, or (z) otherwise on an interim basis prior to completion of such offering so long as any Parent Entity shall cause the amount of such expenses to be repaid to the Parent Guarantor or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed.

"Parent Guarantor": as defined in the Preamble hereto, and shall include any legal or functional successor in interest thereto.

"Participant": as defined in Subsection 11.6(c)(i).

"Participant Register": as defined in Subsection 11.6(b)(v).

"Part-Out": the disposition of ~~an~~ all or substantially all of an entire Aircraft (or the Airframe together with substantially all of the Engines and Parts) by way of its disassembly and sale (including of the raw materials forming the Airframe, Engines or Parts, as applicable). The time of the occurrence of a "Part-Out" of an Aircraft shall be deemed to be when title to the entire Aircraft or to the Airframe together with substantially all (as

determined by the Borrower Representative acting in its reasonable discretion) of the Engines and Parts has passed to one or more third parties.

“Parts”: all appliances, parts, accessories, instruments, navigational and communications equipment, furnishings, modules, components, auxiliary power units and other items of equipment (other than complete Engines or engines) suitable for incorporation in, or installation on, an Airframe or Engine owned, or to be owned, by a Qualified Loan Party.

“Patriot Act”: as defined in Subsection 11.18.

“PBGC”: the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor thereto).

“Permitted Acquisitions”: any acquisition in a transaction that satisfies each of the following requirements:

(a) the business of the acquired company shall be substantially similar to, or ancillary, complementary or related to the line of business of the Parent Guarantor and its Restricted Subsidiaries on the Closing Date, or the assets so acquired shall be used or useful in or otherwise relate to, any such business; provided that the acquisition shall have been approved by the Board of Directors of the Person being acquired; and

(b) the acquired company and its Subsidiaries will become Guarantors or Borrowers and pledge their Collateral to the Collateral Agent to the extent required by Subsections 5.5.1 and 5.5.2 of the Guarantee and Collateral Agreement.

For the avoidance of doubt, for the purpose of this definition, any future investment to be made on terms that are substantially similar to (or more favorable to the Lenders than) the investment in the Affiliate Guarantors, the Loan Parties or their respective affiliates by the Plan Sponsors on or around the Closing Date, shall be deemed a capital contribution in respect of common equity.

“Permitted Affiliated Assignee”: any Plan Sponsor, any investment fund managed or controlled by the Plan Sponsors and any special purpose vehicle established by the Plan Sponsors or by one or more of such investment funds.

“Permitted Business”: the businesses of the Parent Guarantor and its Subsidiaries engaged in on the Closing Date and any other activities that are similar, ancillary or reasonably related to, or a reasonable extension, expansion or development of, such businesses or ancillary thereto.

“Permitted Holders”: any of the following: (i) any of the Plan Sponsors, Management Investors, Parent and their respective Affiliates; (ii) any “group” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Closing Date) of which any of the Persons specified in clause (i) above is a member (provided that (without giving effect to the existence of such “group” or any other “group”) one or more of such Persons collectively have beneficial ownership, directly or indirectly, of more than 50.0% of the total voting power of the Voting Stock of the Parent Guarantor or the Parent Entity held

by such “group”), and any other Person that is a member of such “group”; and (iii) any Person acting in the capacity of an underwriter (solely to the extent that and for so long as such Person is acting in such capacity) in connection with a public or private offering of Capital Stock of any Parent Entity or the Parent Guarantor.

“Permitted Joint Venture”: any joint venture, partnership or other Person (i) in which the Parent Guarantor or any of its Restricted Subsidiaries has an Investment in such Person, (ii) all of whose Indebtedness is Non-Recourse Debt, (iii) which is engaged in a Permitted Business, (iv) in which any Investment made as a result of designating such Person as a Permitted Joint Venture will not violate the covenant described under Subsection 8.13 and (v) none of the Capital Stock of which is held by an officer, director or holder of Capital Stock of the Parent Guarantor qualifying as an Affiliate. Notwithstanding the foregoing, each of Slemon Park Corporation, Thai Aviation Services Ltd., Viscom (Aberdeen) Ltd., CHC Helicopter (Namibia) (Pty) Ltd., Court Aircraft Sales (Pty) Limited, Myanmar Helicopters International Ltd., East West Helicopter Services (Georgia) Corp., East West Helicopter Services (Azerbaijan) Ltd., Whirly Bird Airport Services Limited, joint venture with Cougar Helicopters Inc. in respect of the Newfoundland offshore, Canadian Helicopters Limited, Aero Contractors Company of Nigeria Ltd., Airport Den Helder CV, Schreiner Airways Cameroun SA, Inaer, Inversiones Aereas S.L., Canadian Helicopters Philippines International Inc. and each EU Licensed Operator or EU Investcorco that ceases to be a Restricted Subsidiary shall be deemed to be a Permitted Joint Venture. Any such designation (other than with respect to Persons identified in the preceding sentence) shall be evidenced to the Administrative Agent by promptly filing with the Administrative Agent a copy of the resolution giving effect to such designation and an officer’s certificate certifying that such designation complied with the foregoing provisions.

“Permitted Liens”: as defined in Subsection 8.14.

“Person”: an individual, partnership, corporation, company, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Plan”: at a particular time, any employee benefit plan which is covered by ERISA and in respect of which the Parent Borrower or any Restricted Subsidiary or Commonly Controlled Entity is an “employer” as defined in Section 3(5) of ERISA.

“Plan Sponsor”: each ~~of [ ]~~<sup>†</sup> Person (together with its Affiliates) owning beneficially (within the meaning of Rule 13d-5 of the Exchange Act as in effect on the Closing Date) directly or indirectly, in the aggregate equity interests representing 7.5% or more of the aggregate ordinary voting power represented by the issued and outstanding equity interests of the Parent as of the Closing Date and any of their Affiliates. For the avoidance of

<sup>†</sup> ~~To be completed to reflect the legal entity names of the new owners once finalized.~~

doubt, for purposes of this definition, equity interests shall include the Second Lien Convertible Notes.

“Platform”: Intralinks, SyndTrak Online or any other similar electronic distribution system.

“Preferred Stock”: as applied to the Capital Stock of any corporation or company, Capital Stock of any class or classes (however designated) that by its terms is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such corporation or company, over Capital Stock of any other class of such corporation or company.

“Prior Credit Agreement”: as defined in the recitals.

“Prior Loan Documents”: the “Loan Documents” (as defined in the Prior Credit Agreement) as in effect immediately prior to the Closing Date.

“Prior Revolving Loans”: “Revolving Credit Loans” under and as defined in the Prior Credit Agreement.

“Purchase”: (i) any Investment (by merger, consolidation, amalgamation or otherwise) by a specified Person in any other Person that thereby becomes a Restricted Subsidiary of the specified Person, or any acquisition of any company, any business or any group of assets constituting an operating unit of a business, including any such Investment or acquisition occurring in connection with a transaction causing a calculation to be made hereunder, or (ii) any designation of any Unrestricted Subsidiary as a Restricted Subsidiary; provided that an aircraft shall not constitute an operating unit of a business solely because such aircraft constitutes all or substantially all of a Person’s assets.

“Purchase Money Obligation”: any Indebtedness incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets, and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any Person owning such property or assets, or otherwise.

“Qualified Loan Party”: each Borrower and each Subsidiary Guarantor.

“Qualified Receivables Financing”: any Receivables Financing of a Receivables Subsidiary that meets the following conditions:

(i) the Board of Directors of the Parent Guarantor or the Company will have determined in good faith that such Qualified Receivables Financing (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Parent Guarantor and the Receivables Subsidiary,

(ii) all sales of accounts receivable and related assets to the Receivables Subsidiary are made at Fair Market Value (as determined in good faith by the Parent Guarantor or the Company), and

(iii) the financing terms, covenants, termination events and other provisions thereof will be market terms (as determined in good faith by the Parent Guarantor or the Company) and may include Standard Securitization Undertakings.

“Receivable”: a right to receive payment pursuant to an arrangement with another Person pursuant to which such other Person is obligated to pay, as determined in accordance with GAAP.

“Receivables Financing” any transaction or series of transactions that may be entered into by the Parent Guarantor or any of its Subsidiaries pursuant to which the Parent Guarantor or any of its Subsidiaries may sell, convey or otherwise transfer to (a) a Receivables Subsidiary (in the case of a transfer by the Parent Guarantor or any of its Subsidiaries), and (b) any other Person (in the case of a transfer by a Receivables Subsidiary), or may grant a security interest in, any accounts receivable (whether now existing or arising in the future) of the Parent Guarantor or any of its Subsidiaries, and any assets related thereto, including all collateral securing such accounts receivable, all contracts and all guarantees or other obligations in respect of such accounts receivable, proceeds of such accounts receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable and any obligations of the Parent Guarantor or any such Subsidiary in respect of Currency Agreements, Commodities Agreements or Interest Rate Agreements entered into by the Parent Guarantor or any such Subsidiary in connection with such accounts receivable.

“Receivables Repurchase Obligation” shall mean any obligation of a seller of receivables in a Qualified Receivables Financing to repurchase receivables arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

“Receivables Subsidiary” shall mean a Restricted Subsidiary of the Parent Guarantor that is a Wholly Owned Subsidiary of the Parent Guarantor (or another Person formed for the purposes of engaging in a Qualified Receivables Financing with the Parent Guarantor and to which the Parent Guarantor or any Subsidiary of the Parent Guarantor transfers accounts receivable and related assets) which engages in no activities other than in connection with the financing of accounts receivable of the Parent Guarantor and its Subsidiaries, all proceeds thereof and all rights (contractual or other), collateral and other assets relating thereto, and any business or activities incidental or related to such business, and which is designated by the Board of Directors of the Parent Guarantor or the Company (as provided below) as a Receivables Subsidiary and:

(i) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (a) is guaranteed by the Parent Guarantor or any other Subsidiary of the Parent Guarantor (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings), (b) is recourse to or obligates the Parent Guarantor or any other Subsidiary of the Parent Guarantor in any way other than pursuant to Standard Securitization Undertakings, or (c) subjects any property or

asset of the Parent Guarantor or any other Subsidiary of the Parent Guarantor, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings,

(ii) with which neither the Parent Guarantor nor any other Subsidiary of the Parent Guarantor has any material contract, agreement, arrangement or understanding other than on terms which the Parent Guarantor reasonably believes to be no less favorable to the Parent Guarantor or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Parent Guarantor, and

(iii) to which neither the Parent Guarantor nor any other Subsidiary of the Parent Guarantor has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results. Any such designation by the Board of Directors of the Parent Guarantor or the Company shall be evidenced to the Administrative Agent by filing with the Administrative Agent a certified copy of the resolution of the Board of Directors of the Parent Guarantor or the Company giving effect to such designation and an officers' certificate certifying that such designation complied with the foregoing conditions.

"Recovery Event": any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset (including, without limitation any Helicopter Equipment) of the Parent Borrower or any of its Restricted Subsidiaries.

"refinance": refinance, refund, replace, renew, repay, modify, restate, defer, substitute, supplement, reissue, resell or extend (including pursuant to any defeasance or discharge mechanism); and the terms "refinances," "refinanced" and "refinancing" as used for any purpose in this Agreement shall have a correlative meaning.

"Refinanced Debt": as defined in the definition of "Credit Agreement Refinancing Indebtedness" in this Subsection 1.1.

"Refinancing Agreement": as defined in Subsection 8.8(d).

"Refinancing Amendment": an amendment to this Agreement in form and substance reasonably satisfactory to the Administrative Agent, the Collateral Agent and the institutions providing such Credit Agreement Refinancing Indebtedness, executed by each of (a) the Borrower Representative, (b) the Administrative Agent and (c) each financial institution that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto, in accordance with Subsection 2.7.

"Register": as defined in Subsection 11.6(b)(iv).

"Regulation D": Regulation D of the Board as in effect from time to time.

"Regulation S-X": Regulation S-X promulgated by the SEC, as in effect on the Closing Date.



“Regulation T”: Regulation T of the Board as in effect from time to time.

“Regulation U”: Regulation U of the Board as in effect from time to time.

“Regulation X”: Regulation X of the Board as in effect from time to time.

“Related Parties”: with respect to any Person, such Person’s affiliates and the partners, officers, directors, trustees, employees, equity holders, shareholders, members, attorneys and other advisors, agents and controlling persons of such person and of such person’s affiliates and “Related Party” shall mean any of them.

“Related Taxes”: (x) any taxes, charges or assessments, including but not limited to sales, use, transfer, rental, ad valorem, value added, stamp, property, consumption, franchise, license, capital, net worth, gross receipts, excise, occupancy, intangibles or similar taxes, charges or assessments (other than federal, state or local taxes measured by income and federal, state or local withholding imposed by any government or other taxing authority on payments made by any Parent Entity other than to another Parent Entity), required to be paid by any Parent Entity by virtue of its being incorporated or having Capital Stock outstanding (but not by virtue of owning stock or other equity interests of any corporation or other entity other than the Parent Guarantor, any of its Subsidiaries or any Parent Entity), or being a holding company parent of the Parent Guarantor, any of its Subsidiaries or any Parent Entity or receiving dividends from or other distributions in respect of the Capital Stock of the Parent Guarantor, any of its Subsidiaries or any Parent Entity, or having guaranteed any obligations of the Parent Guarantor or any Subsidiary thereof, or having made any payment in respect of any of the items for which the Parent Guarantor or any of its Subsidiaries is permitted to make payments to any Parent Entity pursuant to Subsection 8.3, or acquiring, developing, maintaining, owning, prosecuting, protecting or defending its intellectual property and associated rights (including but not limited to receiving or paying royalties for the use thereof) relating to the business or businesses of the Parent Guarantor or any Subsidiary thereof, (y) any taxes attributable to any taxable period (or portion thereof) ending on or prior to the Closing Date, or to the consummation of any of the Transactions, or to any Parent Entity’s receipt of (or entitlement to) any payment in connection with the Transactions, including any payment received after the Closing Date pursuant to any agreement related to the Transactions or (z) any other federal, state, foreign, provincial or local taxes measured by income for which any Parent Entity is liable, including under Section 951 of the Code, up to an amount not to exceed the amount of any such taxes attributable to the Parent Guarantor and its Subsidiaries.

“Reportable Event”: any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the 30 day notice period is waived under Section 21, 22, 23, 24, 25, 27 or 28 of PBGC Regulation Section 4043 or any successor regulation thereto.

“Reporting Failure”: the failure of the Parent Guarantor to make available, post or otherwise deliver to the Administrative Agent, within the time periods specified in Subsections 7.1 and 7.2 (other than clause (f) thereof) the periodic reports, information, documents or other reports which the Parent Guarantor or any of its Restricted Subsidiaries may be required to make available, post or otherwise deliver pursuant to such provision.

“Required Lenders”: Lenders the sum of whose outstanding Individual Lender Exposures represent a majority of the sum of the Individual Lender Exposures at such time; provided that the Individual Lender Exposures held or deemed held by Defaulting Lenders shall be excluded for purposes of making a determination of Required Lenders.

“Requirement of Law”: as to any Person, the Organizational Documents of such Person, and any law, statute, ordinance, code, decree, treaty, rule or regulation (including, any anti-bribery, anti-corruption, anti-terrorism or anti-money laundering laws, statutes and regulations) or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its material property or to which such Person or any of its material property is subject, including laws, ordinances and regulations pertaining to zoning, occupancy and subdivision of real properties; provided that the foregoing shall not apply to any non-binding recommendation of any Governmental Authority.

“Responsible Officer”: as to any Person, any of the following officers of such Person: (a) the chief executive officer or the president of such Person and, with respect to financial matters, the chief financial officer, the treasurer, the controller, the chief accounting officer or the Vice President–Finance (or substantial equivalent) of such Person, (b) any vice president of such Person or, with respect to financial matters, any assistant treasurer, assistant controller or assistant accounting officer of such Person, in each case who has been designated in writing to the Administrative Agent or the Collateral Agent as a Responsible Officer by such chief executive officer or president of such Person or, with respect to financial matters, by such chief financial officer of such Person, (c) with respect to Subsection 7.7 and without limiting the foregoing, the general counsel of such Person and (d) with respect to ERISA matters, the senior vice president–human resources (or substantial equivalent) of such Person.

“Restricted Payment”: any dividend or any other payment whether direct or indirect (other than dividends payable solely in common stock of the Parent Guarantor or options, warrants or other rights to purchase common stock of the Parent Guarantor) on, or any payment on account of, or any setting apart of assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any shares of any class of Capital Stock of the Parent Guarantor or any of its Restricted Subsidiaries (other than any acquisition of Capital Stock deemed to occur upon the exercise of options if such Capital Stock represents a portion of the exercise price thereof) or any warrants or options to purchase any such Capital Stock, whether now or hereafter outstanding, or any other distribution (other than (x) distributions payable solely in common stock of the Parent Guarantor or (y) options, warrants or other rights to purchase common stock of the Parent Guarantor) in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Parent Guarantor or any of its Restricted Subsidiaries.

“Restricted Subsidiary”: as to any Person, any Subsidiary of such Person other than an Unrestricted Subsidiary.

“Restructured Aircraft”: the collective reference to the Tranche 1 Aircraft, the Tranche 2 Aircraft, the Tranche 3 Aircraft, the Tranche 4 Aircraft, the Tranche 5 Aircraft, the Tranche 6 Aircraft, the Tranche 7 Aircraft and the Tranche 8 Aircraft.

“Restructured Aircraft Collateral”: all Restructured Aircraft, including the Airframe and such Engines and Parts as may be installed upon such Airframe from time to time, together with all substitutions and replacements of, and additions, improvements, accessions and accumulations to, such Restructured Aircraft, and together with any records, logs, manuals, technical data in the Parent Borrower’s possession (excluding technical publications and any subscription-based digital information) relating to such Restructured Aircraft to the extent required to produce a certificate of airworthiness for such Restructured Aircraft at any time and from time to time but not otherwise (it being understood that the Parent Borrower shall have no obligation to possess “back to birth” records (except to the extent required to produce a certificate of airworthiness) or to possess any records relating to the period prior to delivery of the Restructured Aircraft to the Parent Borrower that were not provided with the Restructured Aircraft at delivery), and all proceeds of the foregoing, in each case upon which a Lien is purported to be created by any Security Document.

“Restructured Aircraft Liens”: as defined in the definition of the term “Customary Permitted Liens” in this Subsection 1.1.

“S&P”: Standard & Poor’s Ratings Group, a division of The McGraw-Hill Companies, Inc., and its successors.

“Sale”: (i) any disposition of a company, any business or any group of assets constituting an operating unit of a business, or any discontinuation of operations (but if such operations are classified as discontinued because they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of), including any such disposition or discontinuation occurring in connection with a transaction causing a calculation to be made hereunder, or (ii) any designation of any Restricted Subsidiary as an Unrestricted Subsidiary; provided that an aircraft shall not constitute an operating unit of a business solely because such aircraft constitutes all or substantially all of a Person’s assets.

“Sale and Leaseback Transaction”: any arrangement with any Person providing for the leasing by the Parent Guarantor or any of its Restricted Subsidiaries of real or personal property (including, for the avoidance of doubt, Helicopter Equipment) which has been or is to be sold or transferred by the Parent Guarantor or any such Restricted Subsidiary to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of the Parent Guarantor or such Restricted Subsidiary.

“SEC”: the United States Securities and Exchange Commission.

“Second Lien Convertible Notes”: the non-interest-bearing convertible second lien notes in a maximum initial principal amount of \$464,100,000, issued pursuant to the

indenture, dated as of [●], 2017 by and among the Parent and [●], as trustee and [●], as collateral agent.

“Secured Parties”: the “Secured Parties” as defined in the Guarantee and Collateral Agreement.

“Securities Act”: the Securities Act of 1933, as amended from time to time.

“Security Documents”: the collective reference to each Helicopter Mortgage that is in effect after giving effect to the Omnibus Reaffirmation Agreement, the Guarantee and Collateral Agreement and all other similar security documents hereafter delivered to the Collateral Agent granting or perfecting a Lien on any asset or assets of any Person to secure the obligations and liabilities of the Loan Parties hereunder and/or under any of the other Loan Documents or to secure any guarantee of any such obligations and liabilities, including any security documents executed and delivered or caused to be delivered to the Collateral Agent pursuant to Subsection 5.5.1 and 5.5.2 of the Guarantee and Collateral Agreement, in each case, as amended, supplemented, waived or otherwise modified from time to time; provided that “Security Documents” shall not include any security document in respect of any Abandoned Aircraft.

“Settlement Agreement”: as defined in the recitals.

“Settlement Order”: the *Order Approving a Settlement Term Sheet Between the Debtors and the ABL Lenders Parties*, entered by the Bankruptcy Court on December 6, 2016, approving the Settlement Agreement.

“Settlement Service”: as defined in Subsection 11.6(b).

“Single Employer Plan”: any Plan which is covered by Title IV or Section 302 of ERISA or Section 412 of the Code, but which is not a Multiemployer Plan.

“Specified Default”: the occurrence and continuance of an Event of Default under Subsection 9.1(a) or Subsection 9.1(f).

“Specified Convertible Debt”: any secured or unsecured Indebtedness incurred by the Parent which satisfies the definition of “Specified Convertible Debt” set forth in the [Restated] Credit Agreement, dated as of [●], 2017, among the Parent, the other borrowers from time to time party thereto, the lenders and other financial institutions from time to time party thereto and HSBC Bank PLC, as administrative agent and collateral agent, as amended, restated, modified or supplemented from time to time.

“Spot Rate of Exchange”: on any day, with respect to any currency other than Dollars (for purposes of determining the Dollar Equivalent) the rate at which such currency may be exchanged into Dollars, as set forth at approximately 11:00 A.M., New York City time, on such date on the applicable Bloomberg Key Cross Currency Rates Page. In the event that any such rate does not appear on any Bloomberg Key Cross Currency Rates Page, the Spot Rate of Exchange shall be determined by reference to such other publicly available service for displaying exchange rates selected by the Administrative Agent (and reasonably

satisfactory to the Borrower Representative) for such purpose, or, at the discretion of the Administrative Agent, such Spot Rate of Exchange shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about 10:00 A.M., local time in such market, on such date for the purchase of Dollars, for delivery two Business Days later; provided that, if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent may use any other reasonable method it deems appropriate to determine such rate, and such determination shall be presumed correct absent manifest error.

“Standard Securitization Undertakings”: representations, warranties, covenants, indemnities and guarantees of performance entered into by the Parent Guarantor or any Subsidiary of the Parent Guarantor which the Parent Guarantor has determined in good faith to be customary in a Receivables Financing including those relating to the servicing of the assets of a Receivables Subsidiary, it being understood that any Receivables Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

“Stated Maturity”: with respect to any Indebtedness, the date specified in such Indebtedness as the fixed date on which the payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase or repayment of such Indebtedness at the option of the holder thereof upon the happening of any contingency).

“Subsidiary”: with respect to any specified Person, (1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders’ agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof), and (2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

“Subsidiary Borrower Joinder”: a joinder in substantially the form of Exhibit L hereto, to be executed by each Subsidiary Borrower designated as such after the Closing Date.

“Subsidiary Borrower Termination”: a Subsidiary Borrower Termination delivered to the Administrative Agent in accordance with Subsection 11.1(h), substantially in the form of Exhibit M hereto.

“Subsidiary Borrowers”: each Restricted Subsidiary of the Parent Borrower that is a Wholly Owned Subsidiary of the Parent Borrower that becomes a Borrower after five days’ written notice to the Administrative Agent pursuant to a Subsidiary Borrower Joinder (provided that (i) for any such Restricted Subsidiary organized in a jurisdiction other than the United States of America, Luxembourg, Canada, Norway, Netherlands, Ireland, Cayman Islands and Barbados, there is no lending restriction or other legal or regulatory prohibition

that prohibits or otherwise materially restrains any Lender of the applicable Facility from committing to make Loans or other credit extensions to such Subsidiary Borrower and (ii) the Administrative Agent and the Lenders of the applicable Facility under which such Subsidiary is proposed to become a Subsidiary Borrower shall have received, at least three days prior to the date on which such Subsidiary becomes a Subsidiary Borrower, (i) all documentation and information with respect to such Subsidiary required pursuant to Subsection 11.18 and (ii) solely with respect to any such Subsidiary that is not a Loan Party as of the Closing Date, all other documentation and information as is reasonably requested in writing by the Administrative Agent about such Subsidiary that is mutually agreed to be required by U.S. regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the Patriot Act), together with their respective successors and assigns unless and until such time as the respective Subsidiary Borrower ceases to be a Borrower in accordance with the terms and provisions hereof. Upon receipt thereof the Administrative Agent shall promptly transmit each such notice to each of the Lenders; provided that any failure to do so by the Administrative Agent shall not in any way affect the status of any such Subsidiary as a Subsidiary Borrower hereunder.

“Subsidiary Guarantor”: each Subsidiary (other than any Borrower and any Excluded Subsidiary) of the Parent Borrower which executes and delivers a Subsidiary Guaranty pursuant to Subsection 5.5.1 or 5.5.2 of the Guarantee and Collateral Agreement or otherwise, in each case, unless and until such time as the respective Subsidiary Guarantor (a) is designated an Unrestricted Subsidiary pursuant to the terms of this Agreement or (b) is released from all of its obligations under the Subsidiary Guaranty in accordance with terms and provisions thereof.

“Subsidiary Guaranty”: as to any Subsidiary Guarantor, the guaranty by such Subsidiary Guarantor of the Obligations of the Borrowers under the Loan Documents provided pursuant to the Guarantee and Collateral Agreement.

“Successor Borrower”: as defined in Subsection 8.2(a).

“Taxes”: any and all present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Temporary Cash Investments”: any of the following: (i) any investment in (x) direct obligations of the United States of America, a member state of the European Union, Canada, Luxembourg, Norway, the United Kingdom, Ireland, South Africa, Holland or Australia or any country in whose currency funds are being held pending their application in the making of an investment or capital expenditure by the Parent Guarantor or any of its Restricted Subsidiaries in that country or with such funds, or any agency or instrumentality of any thereof or obligations Guaranteed by the United States of America, a member state of the European Union, Canada, Luxembourg, Norway, the United Kingdom, Ireland, South Africa, Holland or Australia or any country in whose currency funds are being held pending their application in the making of an investment or capital expenditure by the Parent Guarantor or any of its Restricted Subsidiaries in that country or with such funds, or any agency or

instrumentality of any of the foregoing, or obligations guaranteed by any of the foregoing or (y) direct obligations of any foreign country recognized by the United States of America rated at least “A” by S&P or “A-1” by Moody’s (or, in either case, the equivalent of such rating by such organization or, if no rating of S&P or Moody’s then exists, the equivalent of such rating by any nationally recognized rating organization), (ii) overnight bank deposits, and investments in time deposit accounts, certificates of deposit, bankers’ acceptances and money market deposits (or, with respect to foreign banks, similar instruments) maturing not more than one year after the date of acquisition thereof issued by (x) any bank or other institutional lender under this Agreement or any affiliate thereof or (y) a bank or trust company that is organized under the laws of the United States of America, any state thereof or any foreign country recognized by the United States of America having capital and surplus aggregating in excess of \$250,000,000 (or the foreign currency equivalent thereof) and whose long term debt is rated at least “A” by S&P or “A-1” by Moody’s (or, in either case, the equivalent of such rating by such organization or, if no rating of S&P or Moody’s then exists, the equivalent of such rating by any nationally recognized rating organization) at the time such Investment is made, (iii) repurchase obligations with a term of not more than 30 days for underlying securities or instruments of the types described in clause (i) or (ii) above entered into with a bank meeting the qualifications described in clause (ii) above, (iv) Investments in commercial paper, maturing not more than 270 days after the date of acquisition, issued by a Person (other than that of the Parent Guarantor or any of its Subsidiaries), with a rating at the time as of which any Investment therein is made of “P-2” (or higher) according to Moody’s or “A-2” (or higher) according to S&P (or, in either case, the equivalent of such rating by such organization or, if no rating of S&P or Moody’s then exists, the equivalent of such rating by any nationally recognized rating organization), (v) Investments in securities maturing not more than one year after the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least “A” by S&P or “A” by Moody’s (or, in either case, the equivalent of such rating by such organization or, if no rating of S&P or Moody’s then exists, the equivalent of such rating by any nationally recognized rating organization), (vi) Indebtedness or Preferred Stock (other than of the Parent Guarantor or any of its Subsidiaries) having a rating of “A” or higher by S&P or “A2” or higher by Moody’s (or, in either case, the equivalent of such rating by such organization or, if no rating of S&P or Moody’s then exists, the equivalent of such rating by any nationally recognized rating organization), (vii) investment funds investing 95.0% of their assets in securities of the type described in clauses (i) through (vi) above (which funds may also hold reasonable amounts of cash pending investment and/or distribution), (viii) any money market deposit accounts issued or offered by a domestic commercial bank or a commercial bank organized and located in a country recognized by the United States of America, in each case, having capital and surplus in excess of \$250,000,000 (or the foreign currency equivalent thereof), or investments in money market funds subject to the risk limiting conditions of Rule 2a-7 (or any successor rule) of the SEC under the Investment Company Act of 1940, as amended and (ix) similar investments approved by the Board of Directors in the ordinary course of business.

“Termination Date”: the date which is the ~~REDACTED~~ 5-year anniversary of the Closing Date.



“Total Loss”: with respect to any Helicopter Equipment, (i) its actual, constructive, compromised, arranged or agreed total loss; (ii) its destruction, damage beyond repair or being rendered permanently unfit for normal use for any reason whatsoever; (iii) its requisition for title, permanent confiscation or forfeiture or any compulsory acquisition of title by or under the order of any government (whether civil, military or de facto) or public or local authority; or (iv) its hijacking, theft or disappearance, or deprivation resulting in loss of possession by the owner or operator thereof for a period of 60 consecutive days or longer. A Total Loss of a Helicopter shall be deemed to occur on: (A) in the case of an actual total loss or destruction, damage beyond repair or being rendered permanently unfit, the date on which such loss, destruction, damage or rendering occurs (or, if the date of loss or destruction is not known, the date on which the relevant Helicopter was last heard of); (B) in the case of a constructive, compromised, arranged or agreed total loss, the earlier of (1) the date which is 60 days after the date on which notice claiming such total loss is issued to the insurers or brokers which shall be issued at the latest 30 days after the occurrence of the event giving rise to a Total Loss and (2) the date on which such loss is agreed or compromised by the insurers; (C) in the case of requisition for title, confiscation, restraint, detention, forfeiture, compulsory acquisition or seizure, the date on which the same takes effect; or (D) in the case of clause (iv) above, the final day of the period of 60 consecutive days referred to therein.

“Tranche”: each Tranche of Loans (i.e. Tranche 1 Loan, Tranche 2 Loan, Tranche 3 Loan, Tranche 4 Loan, Tranche 5 Loan, Tranche 6 Loan, Tranche 7 Loan and Tranche 8 Loan), available hereunder.

“Tranche 1 Aircraft”: Airbus Helicopters Model AS332L1 Aircraft Bearing MSN 9009 together with the Engine installed thereon.

“Tranche 1 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$~~REDACTED~~6,839,633 in respect of the Tranche 1 Aircraft.

“Tranche 2 Aircraft”: AgustaWestland Model AW139 Aircraft Bearing MSN 31072 together with the Engine installed thereon.

“Tranche 2 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$~~REDACTED~~5,103,633 in respect of the Tranche 2 Aircraft.

“Tranche 3 Aircraft”: AgustaWestland Model AW139 Aircraft Bearing MSN 31099 together with the Engine installed thereon.

“Tranche 3 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$~~REDACTED~~5,531,545 in respect of the Tranche 3 Aircraft.

“Tranche 4 Aircraft”: AgustaWestland Model AW139 Aircraft Bearing MSN 31561 together with the Engine installed thereon.

“Tranche 4 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$~~REDACTED~~8,001,606 in respect of the Tranche 4 Aircraft.



“Tranche 5 Aircraft”: AgustaWestland Model AW139 Aircraft Bearing MSN 31610 together with the Engine installed thereon.

“Tranche 5 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$~~REDACTED~~10,492,540 in respect of the Tranche 5 Aircraft.

“Tranche 6 Aircraft”: Sikorsky Model S76C++ Aircraft Bearing MSN 760625 together with the Engine installed thereon.

“Tranche 6 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$~~REDACTED~~5,343,681 in respect of the Tranche 6 Aircraft.

“Tranche 7 Aircraft”: Sikorsky Model S76C++ Aircraft Bearing MSN 760632 together with the Engine installed thereon.

“Tranche 7 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$~~REDACTED~~5,343,681 in respect of the Tranche 7 Aircraft.

“Tranche 8 Aircraft”: Sikorsky Model S76C++ Aircraft Bearing MSN 760636 together with the Engine installed thereon.

“Tranche 8 Loan”: the Loan deemed made under Subsection 2.1 in the original principal amount equal to \$~~REDACTED~~5,343,681 in respect of the Tranche 8 Aircraft.

“Transactions”: collectively, the transactions to occur on or prior to the Closing Date with respect to the Chapter 11 Cases, the Canadian Case and the Cayman Case and pursuant to the Settlement Order and the Settlement Agreement, including the execution, delivery and performance of the Loan Documents.

“Transferee”: any Participant or Assignee.

“Treaty”: the Treaty establishing the European Economic Community, being the Treaty of Rome of March 25, 1957 as amended by the Single European Act 1986 and the Maastricht Treaty (which was signed on February 7, 1992 and came into force on November 1, 1993) and as may, from time to time, be further amended, supplemented or otherwise modified.

“UCC”: the Uniform Commercial Code as in effect in the State of New York from time to time.

“Unrestricted Subsidiary”: (i) any Subsidiary of the Parent Guarantor designated at any time by the Board of Directors as an Unrestricted Subsidiary hereunder by written notice to the Administrative Agent and (ii) any Subsidiary of an Unrestricted Subsidiary, provided that the Board of Directors shall only be permitted to designate a Subsidiary as an Unrestricted Subsidiary so long as:

(a) immediately after such designation, no Event of Default under Subsection 9.1(a) or 9.1(f) shall have occurred and be continuing; and

(b) no Subsidiary shall be designated as an Unrestricted Subsidiary if such Subsidiary owns (directly or indirectly) any Capital Stock or Indebtedness of, or holds any Liens on any property of, the Parent Guarantor or any of its Restricted Subsidiary that is not a Subsidiary of the Subsidiary to be so designated.

The Parent Guarantor shall only be permitted to designate an Unrestricted Subsidiary as a Restricted Subsidiary so long as immediately after such designation, no Event of Default under Subsection 9.1(a) or 9.1(f) shall have occurred and be continuing.

The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time and, in each case, shall be subject to the terms of Section 8 hereof and Subsections 5.5.1 and 5.5.2 of the Guarantee and Collateral Agreement.

“Unsecured Indebtedness”: (i) with respect to the Parent Guarantor and its Restricted Subsidiaries other than the Parent Borrower and the Subsidiary Guarantors, Indebtedness that is not secured by a Lien on Collateral of any Loan Party, and (ii) with respect to the Parent Borrower and the Subsidiary Guarantors, Indebtedness that is not secured by any Lien.

“Vendor Financings”: Indebtedness incurred by the Parent Borrower or a Restricted Subsidiary of the Parent Borrower to a vendor of aircraft and rotables and other aircraft parts in connection with the purchase of such aircraft, rotables or other aircraft parts from such vendor.

“Voting Stock”: as to any entity, all classes of Capital Stock of such entity then outstanding and normally entitled to vote in the election of directors or all interests in such entity with the ability to control the management or actions of such entity.

“Wholly Owned Subsidiary”: as to any Person, any Subsidiary of such Person of which such Person owns, directly or indirectly through one or more Wholly Owned Subsidiaries, all of the Capital Stock of such Subsidiary other than directors qualifying shares or shares held by nominees.

“Write-down and Conversion Powers”: with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Subsection 1.2 Other Definitional and Interpretive Provisions. Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in any Notes, any other Loan Document or any certificate or other document made or delivered pursuant hereto.

(a) As used herein and in any Notes and any other Loan Document, and any certificate or other document made or delivered pursuant hereto or thereto, accounting terms relating to the Parent Guarantor and its Restricted Subsidiaries not defined in Subsection 1.1 and accounting terms partly defined in Subsection 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. Any reference herein to any Person shall be construed to include such Person’s successors and assigns permitted hereunder.

(c) Any financial ratios required to be maintained pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (rounding up if there is no nearest number).

(d) Any references in this Agreement to “cash and/or Cash Equivalents”, “cash, Cash Equivalents and/or Temporary Cash Investments” or any similar combination of the foregoing shall be construed as not double counting cash or any other applicable amount which would otherwise be duplicated therein.

(e) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(f) [Reserved].

(g) In connection with any action being taken in connection with a Limited Condition Acquisition, for purposes of determining compliance with any provision of this Agreement which requires that no Default, Event of Default or Specified Default, as applicable, has occurred, is continuing or would result from any such action, as applicable, such condition shall, at the option of the Borrower Representative, be deemed satisfied, so long as no Default, Event of Default or Specified Default, as applicable, exists on the date the definitive agreements for such Limited Condition Acquisition are entered into. For the avoidance of doubt, if the Borrower Representative has exercised its option under the first sentence of this clause (g), and any Default or Event of Default occurs following the date the definitive agreements for the applicable Limited Condition Acquisition were entered into and prior to the consummation of such Limited Condition Acquisition, any such Default or Event of Default shall be deemed to not have occurred or be continuing for purposes of determining whether any action being taken in connection with such Limited Condition Acquisition is permitted hereunder.

(h) In connection with any action being taken in connection with a Limited Condition Acquisition, for purposes of testing baskets set forth in this Agreement (including baskets measured as a percentage of Consolidated Total Assets), at the option of the Borrower Representative (the Borrower Representative's election to exercise such option in connection with any Limited Condition Acquisition, an "LCA Election"), the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive agreements for such Limited Condition Acquisition are entered into (the "LCA Test Date"), and if, after giving pro forma effect to the Limited Condition Acquisition and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they had occurred at the beginning of the most recent four consecutive fiscal quarters ending prior to the LCA Test Date for which consolidated financial statements of the Parent Guarantor are available, the Parent Guarantor could have taken such action on the relevant LCA Test Date in compliance with such ratio or basket, such ratio or basket shall be deemed to have been complied with. For the avoidance of doubt, if the Borrower Representative has made an LCA Election and any of the ratios or baskets for which compliance was determined or tested as of the LCA Test Date are exceeded as a result of fluctuations in any such ratio or basket, including due to fluctuations in Consolidated Total Assets of the Parent Guarantor or the Person subject to such Limited Condition Acquisition, at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations. If the Borrower Representative has made an LCA Election for any Limited Condition Acquisition, in connection with the calculation of any ratio or basket availability with respect to the incurrence of Indebtedness or Liens, or the making of Restricted Payments, Asset Sales, mergers, the conveyance, lease or other transfer of all or substantially all of the assets of the Parent Guarantor or the designation of an Unrestricted Subsidiary on or following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Acquisition is consummated or the definitive agreement for such Limited Condition Acquisition is terminated, any such ratio or basket shall be calculated on a pro forma basis assuming such Limited Condition Acquisition and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated.

(i) ~~Notwithstanding~~(x) Subject to Subsections 4.4, 8.2 and 8.5 but notwithstanding anything else in any Loan Document to the contrary, ~~(x)~~no provision of any Loan Document shall prohibit any action, or any aspect thereof, by any of the Affiliate Guarantors, the Loan Parties or any group of such members to sell, transfer, lease, lend or otherwise dispose of its business, in whole or in part, change any aspect or nature thereof or otherwise accomplish group restructuring or reorganization, either as a general matter or of a particular type or under certain circumstances, nor shall the consent of any Lender be required in connection therewith, and (y) for the purpose of the carve-outs from Subsection 8.3 and the definition of Permitted Acquisitions, any future investment to be made on terms that are substantially similar to (or more favorable to the Lenders than) the investment in the Affiliate Guarantors, the Loan Parties or their respective affiliates by the Plan Sponsors on or around the Closing Date, shall be deemed a capital contribution in respect of common equity.

## SECTION 2. Amount and Terms of Loans

Subsection 2.1 Loans. (a) The Borrowers and Lenders hereby agree that the aggregate principal amount of the Prior Revolving Loans outstanding immediately prior to the Closing Date is hereby restructured converted into Loans in the aggregate principal amount of \$~~REDACTED~~52,000,000 outstanding as of the Closing Date. On the Closing Date, the Prior Loans shall be deemed repaid from proceeds of the Loans in a cashless exchange. Amounts repaid or prepaid on the Loans may not be reborrowed. The Loans shall be denominated in Dollars.

(b) Upon the terms and conditions of this Agreement, each Lender shall be bound by the conversion of its Prior Revolving Loans into the Loans and the Borrowers will be liable for the Loans as so converted. Accordingly, to the extent necessary to implement the terms and provisions of this Agreement, the Prior Credit Agreement is ratified and reaffirmed in respect of the Obligations in respect of the Loans and other Obligations under this Agreement.

(c) Each Borrower agrees that, upon the request to the Administrative Agent by any Lender made on or prior to the Closing Date or in connection with any assignment pursuant to Subsection 11.6(b), in order to evidence such Lender's Loans, such Borrower will execute and deliver to such Lender a promissory note substantially in the form of Exhibit A hereto (each, as amended, supplemented, replaced or otherwise modified from time to time, a "Note"), with appropriate insertions as to payee, date and principal amount, payable to such Lender and in a principal amount equal to the aggregate unpaid principal amount of all Loans made by such Lender to such Borrower. Each Note shall (i) be dated the Closing Date, (ii) be stated to mature on the Termination Date and (iii) provide for the payment of interest in accordance with Subsection 4.1.

Subsection 2.2 [Reserved].

Subsection 2.3 [Reserved].

Subsection 2.4 [Reserved].

Subsection 2.5 Repayment of Loans. (a) Borrowers shall pay to the Administrative Agent, for the account of the Lenders, a monthly payment in respect of the Initial Loans comprising amortization and interest (accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment) equal to \$~~REDACTED~~633,842.00 on or before the fifth (5th) Business Day of each calendar month, in arrears, with the remaining balance due on the Termination Date, or if, in each case, any such date is not a Business Day, on the immediately preceding Business Day (each such date, a "Loan Repayment Date"). To the extent not previously paid, all Loans shall be due and payable on the Termination Date (or such earlier date on which the Loans become due and payable pursuant to Section 9). The amortization schedule in respect of each Tranche of Initial Loans is set forth on Schedule 2.5(a):

Notwithstanding the foregoing, all amounts set forth in this Subsection 2.5(a) and Schedule 2.5(a) are subject to revision as provided in Subsection 4.4(d) and Schedule 4.4(d).

(b) Each Borrower hereby unconditionally promises to pay to the Administrative Agent the Loans for the account of each Lender the then unpaid principal amount of each Loan of such Lender made to such Borrower, on the Termination Date (or such earlier date on which the Loans become due and payable pursuant to Section 9). Each Borrower hereby further agrees to pay interest on the unpaid principal amount of such Loans from time to time outstanding from the date hereof until payment in full thereof at the rates per annum, and on the dates, set forth in Subsection 4.1.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of each of the Borrowers to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(d) The Administrative Agent shall maintain the Register pursuant to Subsection 11.6(b), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from each of the Borrowers to each applicable Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from each of the Borrowers and each applicable Lender's share thereof.

(e) The entries made in the Register and the accounts of each Lender maintained pursuant to Subsection 2.5(c) shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of each of the Borrowers therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of any Borrower to repay (with applicable interest) the Loans made to such Borrower by such Lender in accordance with the terms of this Agreement.

Subsection 2.6 Incremental Facilities. (a) So long as no Specified Default exists or would arise therefrom, the Borrower Representative shall have the right, at any time and from time to time after the Closing Date, to request an increase of the aggregate amount of the then outstanding Loans or one or more additional tranches of term loans (the "Incremental Loans") and collectively, the "Incremental Facilities" and each, an "Incremental Facility"). Notwithstanding anything to contrary herein, the principal amount of any Incremental Facility shall not exceed the Available Incremental Amount at such time. The Borrower Representative may seek to obtain Incremental Facilities from existing Lenders or other Persons, as applicable (each an "Incremental Facility Increase," and each Person extending, or Lender extending, Incremental Facilities, an "Additional Lender"), provided, however, that (i) no Lender shall be obligated to provide an Incremental Facility Increase as a result of any such request by the Borrower Representative, and (ii) any Additional Lender which is not an existing Lender shall be subject to the approval of, the Administrative Agent (such approval not to be unreasonably withheld, conditioned or delayed). Each Incremental Facility Increase shall be in a minimum aggregate amount of at least \$5,000,000 and in integral multiples of



\$5,000,000 in excess thereof (in the case of Incremental Facilities denominated in Dollars), in a minimum aggregate amount of at least €5,000,000 and in integral multiples of €5,000,000 in excess thereof (in the case of Incremental Facilities denominated in Euro) or in a minimum aggregate amount of at least the Dollar Equivalent of \$5,000,000 and in integral multiples of at least the Dollar Equivalent of \$5,000,000 in excess thereof (in the case of Incremental Facilities denominated in a Designated Foreign Currency other than Euro) (or, in each case, in such lower minimum amounts or multiples as agreed to by the Administrative Agent in its reasonable discretion). Any Incremental Facility Increase may be denominated in Dollars or any Designated Foreign Currency.

(b) Any Incremental Loans (A) shall not be secured by any Lien on the Restructured Aircraft Collateral, (B) shall not have any borrower other than a Borrower and shall not be guaranteed by any Subsidiary of the Parent other than the Guarantors and the Affiliate Guarantors and shall rank *pari passu* (or, at the option of the Borrower Representative, junior) in right of (x) priority with respect to the Collateral (other than Restructured Aircraft Collateral) and (y) payment with respect to the Loans and any existing Incremental Loans, ~~(B) [reserved]~~, (C) shall not have a final maturity that is earlier than the Termination Date, (D) shall not amortize at a rate greater than 1.0% per annum, (E) subject to Subsection 4.4(e), for purposes of prepayments, shall be treated no more favorably than the Loans, (F) may not be secured by any Collateral or other assets of any Loan Party that do not also secure the Loans and (G) shall otherwise be on terms as are reasonably satisfactory to the Administrative Agent; provided that all payments in respect of Incremental Loans pursuant to clause “fourth” of Subsection 10.15 shall be made pursuant to subclause (y)(A), rather than clause (x), thereof.

(c) No Incremental Facility shall become effective unless and until each of the following conditions have been satisfied:

(i) The Borrower Representative, the Administrative Agent, and any Additional Lender shall have executed and delivered a joinder to the Loan Documents (“Lender Joinder Agreement”) in substantially the form of Exhibit J hereto;

(ii) The Borrowers shall have paid such fees and other compensation to the Additional Lenders and to the Administrative Agent as the Borrower Representative, the Administrative Agent and such Additional Lenders shall agree;

(iii) The Borrower Representative shall deliver to the Administrative Agent and the Lenders an opinion or opinions, in form and substance reasonably satisfactory to the Administrative Agent from counsel to the Borrower Representative reasonably satisfactory to the Administrative Agent and dated such date;

(iv) A Note (to the extent requested) will be issued at the applicable Borrowers’ expense, to each such Additional Lender, to be in conformity with requirements of Subsection 2.1(d) (with appropriate modification) to the extent necessary to reflect the new Loans of each Additional Lender;

(v) The Borrower Representative shall deliver a certificate certifying that (A) the representations and warranties made by the Parent Borrower and its Restricted Subsidiaries contained herein and in the other Loan Documents are true and correct in all material respects on and as of the Incremental Facility Closing Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and (B) no Specified Default has occurred and is continuing; and

(vi) The applicable Borrowers and Additional Lenders shall have delivered such other instruments, documents and agreements as the Administrative Agent may reasonably have requested in order to effectuate the documentation of the foregoing.

(d) In the case of any Incremental Facility, the Administrative Agent, the Additional Lenders and the Borrowers agree to enter into any amendment required to incorporate the addition of the Incremental Facilities, the pricing of the Incremental Facilities, the maturity date of the Incremental Facilities and such other amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrowers in connection therewith. The Lenders hereby irrevocably authorize the Administrative Agent to enter into such amendments.

(e) In connection with the Incremental Facility Increases hereunder, the Lenders and the Borrowers agree that, notwithstanding anything to the contrary in this Agreement, any Lender Joinder Agreement being executed and delivered to effect any such Incremental Facility Increase may, to the extent necessary or advisable in the good faith determination of the Borrower Representative and the Administrative Agent, provide for variances from the terms of the Tranche of Loans being increased in order for the Loans provided by such Incremental Facility Increase to be fungible with the existing Loans of such Tranche, as applicable.

Subsection 2.7 Refinancing Amendments. (a) So long as no Specified Default exists or would arise therefrom, at any time after the Closing Date, the Borrowers may obtain, from any Lender, any Additional Lender or any other Person, Credit Agreement Refinancing Indebtedness in respect of the Facility (which for purposes of this clause (a) will be deemed to include any then outstanding (x) Other Loans or (y) Incremental Loans) in the form of one or more Other Loans or Other ABL Term Commitments, in each case pursuant to a Refinancing Amendment. Each Tranche of Credit Agreement Refinancing Indebtedness incurred under this Subsection 2.7 shall be (x) in a minimum aggregate amount of \$5,000,000 and in integral multiples of \$5,000,000 in excess thereof (in the case of Other Loans denominated in Dollars), or (y) in a minimum aggregate amount of €5,000,000 and in integral multiples of €5,000,000 in excess thereof (in the case of Other Loans denominated in Euro) or (z) in a minimum aggregate amount of at least the Dollar Equivalent of \$5,000,000 and in integral multiples of at least the Dollar Equivalent of \$5,000,000 in excess thereof (in the case of Other Loans denominated in a Designated Foreign Currency other than Euro) (or, in each case, in such lower minimum amounts or multiples as agreed to by the Administrative Agent in its reasonable discretion). Any Credit Agreement Refinancing Indebtedness incurred under this Subsection 2.7 (A) shall not be secured by any Lien on the Restructured Aircraft Collateral,



and (B) subject to Subsection 4.4(e), for purposes of prepayments, shall be treated no more favorably than the Loans.

(b) The effectiveness of any Refinancing Amendment shall be subject to, to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of legal opinions, board resolutions, officers' certificates and/or reaffirmation agreements consistent with those delivered on the Closing Date under Subsection 6.1 (other than changes to such legal opinions resulting from a change in law, change in fact or change to counsel's form of opinion).

(c) The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Credit Agreement Refinancing Indebtedness incurred pursuant thereto (including any amendments necessary to treat the Loans as Other Loans). The Lenders hereby irrevocably authorize the Administrative Agent to enter into any Refinancing Amendment to effect such amendments to this Agreement and the other Loan Documents and such technical amendments as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower Representative, to effect the provisions of this Subsection 2.7.

Subsection 2.8 Extension of Commitments. (a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an "Extension Offer") made from time to time by the Borrower Representative to all Lenders of Loans with a like maturity date, on a pro rata basis (based on the aggregate outstanding principal amount of the applicable Loans) and on the same terms to each such Lender, the Borrowers are hereby permitted to consummate from time to time transactions with individual Lenders that accept the terms contained in such Extension Offers to extend the maturity date of each such Lender's Loans, and otherwise modify the terms of such Loans pursuant to the terms of the relevant Extension Offer (including by increasing the interest rate or fees payable in respect of, or changing the amortization or prepayment provisions of, such Loans) (each, an "Extension", and each group of Loans, as so extended, as well as the original Loans (not so extended), being a "tranche"; any Extended Loans shall constitute a separate tranche of Loans from the tranche of Loans from which they were converted), so long as the following terms are satisfied: (i) except as to interest rates, fees, final maturity, amortization and prepayment provisions (which shall be determined by the Borrower Representative and set forth in the relevant Extension Offer), the Loans of any Lender that agrees to an extension with respect to such Loans (an "Extending Lender") pursuant to an Extension ("Extended Loans") shall have the same terms as the original Loans; provided that the Extended Loans (A) shall not be secured by any Lien on the Restructured Aircraft Collateral, and (B) subject to Subsection 4.4(e), for purposes of prepayments, shall be treated no more favorably than the Loans; provided further that all payments in respect of Extended Loans pursuant to clause "fourth" of Subsection 10.15 shall be made pursuant to subclause (y)(A), rather than clause (x), thereof and (ii) any applicable Minimum Extension Condition shall be satisfied unless waived by the Borrowers.

(b) With respect to all Extensions consummated by the Borrowers pursuant to this Subsection 2.8, (i) such Extensions shall not constitute optional or mandatory payments or prepayments for purposes of Subsection 4.4 and (ii) no Extension Offer is required to be in any minimum amount or any minimum increment, provided that the Borrower Representative may at its election specify as a condition (a “Minimum Extension Condition”) to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Borrower Representative’s sole discretion and which may be waived by the Borrower Representative) of Loans of any or all applicable Tranches be extended. The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Subsection 2.8 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Loans, on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including Subsections 4.4 and 4.8) or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Subsection 2.8.

(c) No consent of any Lender or the Administrative Agent shall be required to effectuate any Extension, other than the consent of each Lender agreeing to such Extension with respect to its Loans (or a portion thereof). All Extended Loans and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents that are secured by the Collateral (other than Restructured Aircraft Collateral) on a *pari passu* basis with all other applicable Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents with the Borrowers as may be necessary in order to establish new tranches or sub-tranches in respect of Loans so extended, permit the repayment of non-extending Loans on the Termination Date and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower Representative in connection therewith, in each case on terms consistent with this Subsection 2.8. Without limiting the foregoing, in connection with any Extensions the respective Loan Parties shall (at their expense) amend (and the Administrative Agent is hereby directed to amend) any Helicopter Mortgage that has a maturity date prior to the then latest maturity date so that such maturity date is extended to the then latest maturity date (or such later date as may be advised by local counsel to the Administrative Agent).

(d) In connection with any Extension, the Borrower Representative shall provide the Administrative Agent at least five Business Days’ (or such shorter period as may be agreed by the Administrative Agent in its reasonable discretion) prior written notice thereof, and shall agree to such procedures (including regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Subsection 2.8.

(e) Following any Extension, with the consent of the Borrower Representative, any Non-Extending Lender may elect to have all or a portion of its existing Loans deemed to be an Extended Loan under the applicable extended tranche on any date

(each date a “Designation Date”) prior to the maturity date or termination date, as applicable, of such extended tranche; provided that (i) such Lender shall have provided written notice to the Borrower Representative and the Administrative Agent at least 10 Business Days prior to such Designation Date (or such shorter period as the Administrative Agent may agree in its reasonable discretion) and (ii) no more than three Designation Dates may occur in any one-year period without the written consent of the Administrative Agent. Following a Designation Date, the existing Loans held by such Lender so elected to be extended will be deemed to be an Extended Loan, and any existing Loans held by such Lender not elected to be extended, if any, shall continue to be existing Loans.

### SECTION 3. [Reserved]

### SECTION 4. General Provisions Applicable to Loans

Subsection 4.1 Interest Rates and Payment Dates. (a) Commencing on the Closing Date, each Loan shall bear interest for each day that it is outstanding at a rate per annum equal to ~~[REDACTED]~~4.0%.

(b) If all or a portion of (i) the principal amount of any Loan, (ii) any interest payable thereon or (iii) any other amount payable hereunder shall not be paid when due (whether at the Stated Maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum which is (x) in the case of overdue principal, the rate that would otherwise be applicable thereto pursuant to clause (a) of this Subsection 4.1 plus 2.0%, (y) in the case of overdue interest, the rate that would be otherwise applicable to principal of the Loan pursuant to clause (a) of this Subsection 4.1 plus 2.0% and (z) in the case of, fees or other amounts, the rate that would be otherwise applicable to principal of the Loan pursuant to clause (a) of this Subsection 4.1 plus 2.0%, in each case from the date of such nonpayment until such amount is paid in full (as well after as before any judgment relating thereto).

(c) Interest shall be payable as set forth in Subsection 2.5, provided that interest accruing pursuant to clause (b) of this Subsection 4.1 shall be payable from time to time on demand exercised in accordance with Subsection 9.2.

(d) It is the intention of the parties hereto to comply strictly with applicable usury laws; accordingly, it is stipulated and agreed that the aggregate of all amounts which constitute interest under applicable usury laws, whether contracted for, charged, taken, reserved, or received, in connection with the indebtedness evidenced by this Agreement or any Notes, or any other document relating or referring hereto or thereto, now or hereafter existing, shall never exceed under any circumstance whatsoever the maximum amount of interest allowed by applicable usury laws.

Subsection 4.2 [Reserved].

Subsection 4.3 [Reserved].

Subsection 4.4 Optional and Mandatory Prepayments. (a) Each of the Borrowers may at any time and from time to time prepay the Loans made to it, in whole or in part, without premium or penalty, upon notice by the Borrower Representative to the Administrative

Agent prior to 2:00 P.M., New York City time at least three days (or such shorter period as may be agreed by the Administrative Agent in its reasonable discretion) prior to the date of prepayment. Such notice shall be irrevocable, except that any such notice of prepayment delivered by the Borrower Representative may state that such notice is conditioned upon the occurrence or non-occurrence of any event specified therein (including the effectiveness of other credit facilities), in which case such notice may be revoked by the Borrower Representative (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Such notice shall specify, in the case of any prepayment of Loans, the date and amount of prepayment. Upon the receipt of any such notice the Administrative Agent shall promptly notify each affected Lender thereof. If any such notice is given, the amount specified in such notice shall (subject to Subsection 4.4(e)) be due and payable on the date specified therein, the Loans pursuant to this Section and shall be applied to payment of the Loans then outstanding. Partial prepayments pursuant to this Subsection 4.4(a) shall be in multiples of \$100,000 (in the case of Loans outstanding in Dollars), €100,000 (in the case of Loans outstanding in Euro) or the Dollar Equivalent of at least \$100,000 (in the case of Loans outstanding in a Designated Foreign Currency other than Euro), as applicable; provided that, notwithstanding the foregoing, any Loan may be prepaid in its entirety.

(b) On the date of any Asset Sale of all or substantially all of any entire Restructured Aircraft, the Borrowers shall make prepayments of the Initial Loans in an aggregate amount that is the greater of (A) the Gross Proceeds of such Asset Sale and (B) the outstanding principal balance of the Tranche of Initial Loans associated with such Restructured Aircraft and applied first to the portion of the Tranche of Initial Loan relating to such Restructured Aircraft until paid in full and second pro rata to the remaining portion of the Tranches of Initial Loans associated with all other Restructured Aircraft.

(c) Not later than five Business Days following the receipt by the Affiliate Guarantors or the Loan Parties of payment from the relevant insurers of a final settlement of insurance proceeds of any Recovery Event in respect to any total loss (actual or constructive) of any entire Restructured Aircraft, the Borrowers shall make prepayments of the Initial Loans in an aggregate amount equal to the Gross Proceeds of such Recovery Event, but not to exceed 110% of the then outstanding principal balance of the Tranche of Initial Loans associated with the Restructured Aircraft that is the subject of the Recovery Event and applied first to the portion of the Tranche of Initial Loan relating to such Restructured Aircraft until paid in full and second pro rata to the remaining portion of the Tranches of Initial Loans associated with all other Restructured Aircraft.

(d) In the case of partial prepayment of Initial Loans pursuant to Subsection 4.4(b) or 4.4(c), the amounts of the monthly payments in respect of Initial Loans set forth in Subsection 2.5(a) and the resulting balloon payment in respect of Initial Loans due at the Termination Date shall be recalculated based on a revised amortization schedule reflecting the then outstanding principal balance of the Initial Loans (after giving effect to such partial prepayment) using the parameters set forth in Schedule 4.4(d), including maintaining the Termination Date as in effect immediately prior to such prepayment and basing the

recalculated amortization schedule on the period of time remaining until the eighth anniversary of the Closing Date.

~~(b) [REDACTED].~~

~~(c) [REDACTED].~~

~~(d) [REDACTED].~~

(e) Subject to Subsection 11.1(a)(vii), but otherwise notwithstanding any other provision the contrary herein, this Subsection 4.4 may be amended (and the Lenders hereby irrevocably authorize the Administrative Agent to enter into any such amendments) to the extent necessary to reflect differing amounts payable, and priorities of payments, to Lenders participating in any new classes or tranches of Loans added pursuant to Subsections 2.6, 2.7 and 2.8, as applicable; provided that no classes or tranches of Loans other than the Initial Loans shall receive any prepayment from the proceeds of an Asset Sale described in Subsection 4.4(b) or Recovery Event described in Subsection 4.4(c) until the Initial Loans have been paid in full.

Subsection 4.5 [Reserved].

Subsection 4.6 Computation of Interest and Fees. Interest shall be calculated on the basis of a 365-day year (or 366-day year, as the case may be) for the actual days elapsed.

Subsection 4.7 [Reserved].

Subsection 4.8 Pro Rata Treatment and Payments. Except as expressly otherwise provided herein, each borrowing of Loans by any of the applicable Borrowers from the Lenders hereunder shall be made and any reduction of the Loans of the Lenders, as applicable, shall be allocated by the Administrative Agent in each case pro rata according to the Commitment Percentages of the Lenders. Except as expressly otherwise provided herein, each payment (including each prepayment (but excluding payments made pursuant to Subsection 2.6, 2.7, 2.8, 4.10, 4.13(d), 4.15(c), or 11.1(g))) by any of the applicable Borrowers on account of principal of and interest on any Loans shall be allocated by the Administrative Agent pro rata according to the respective outstanding principal amounts of such Loans then held by the relevant Lenders. All payments (including prepayments) to be made by any of the Borrowers hereunder, whether on account of principal, interest, fees or otherwise, shall be made without set-off or counterclaim and shall be made on or prior to the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 2:00 P.M., New York City time (or such later time as may be agreed by the Administrative Agent in its reasonable discretion)) on the due date thereof to the Administrative Agent for the account of the Lenders holding the relevant Loans, the Lenders, the Administrative Agent, as the case may be, at the Administrative Agent's office specified in Subsection 11.2, in the same currency as the Loan being repaid and in immediately available funds. Payments received by the Administrative Agent after such time shall be deemed to have been received on the next Business Day. The Administrative Agent shall distribute such payments to such Lenders if any such payment is received prior to 2:00 P.M., New York City time, on a Business Day, in like funds as received prior to the end of such Business Day and



otherwise the Administrative Agent shall distribute such payment to such Lenders on the next succeeding Business Day. If any payment hereunder becomes due and payable on a day other than a Business Day, the maturity of such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Subject to Subsection 11.1(a)(vii), but otherwise notwithstanding any other provision the contrary herein, Subsection 4.8(a) may be amended in accordance with Subsection 11.1(d) to the extent necessary to reflect differing amounts payable, and priorities of payments, to Lenders participating in any new Tranches added pursuant to Subsections 2.6, 2.7 and 2.8, as applicable; provided that no classes or tranches of Loans other than the Initial Loans shall receive any prepayment from the proceeds of an Asset Sale described in Subsection 4.4(b) or Recovery Event described in Subsection 4.4(c) until the Initial Loans have been paid in full.

Subsection 4.9      [Reserved].

Subsection 4.10      Requirements of Law. (a) [reserved].

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or liquidity or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy or liquidity (whether or not having the force of law) from any Governmental Authority, in each case, made subsequent to the Closing Date, does or shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of such Lender's obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, within 10 Business Days after submission by such Lender to the Borrower Representative (through the Administrative Agent) of a written request therefor certifying (x) that one of the events described in this clause (b) has occurred and describing in reasonable detail the nature of such event, (y) as to the reduction of the rate of return on capital resulting from such event and (z) as to the additional amount or amounts demanded by such Lender or corporation and a reasonably detailed explanation of the calculation thereof, the applicable Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or corporation for such reduction. Such a certificate as to any additional amounts payable pursuant to this Subsection 4.10(b) submitted by such Lender, through the Administrative Agent, to the Borrower Representative shall be conclusive in the absence of manifest error. Notwithstanding anything to the contrary in this Subsection 4.10(b), the Borrowers shall not be required to compensate a Lender (i) pursuant to this Subsection 4.10(b) for any amounts incurred more than six months prior to the date that such Lender notifies the Borrower Representative of such Lender's intention to claim compensation therefor (except that, if the adoption of or change in any Requirement of Law or in the interpretation or application thereof giving rise to such increased costs or reductions is retroactive, then provided such Lender shall, within six months of such adoption, change, interpretation or application, have notified the Borrower Representative of such Lender's intention to claim compensation therefor, the six-month period first referred to in this sentence shall be extended to include the period of retroactive effect thereof) and (ii) for any increased

costs, if such Lender is applying this provision to the Borrowers in a manner that is inconsistent with its application of “increased cost” or other similar provisions under other credit agreements to similarly situated borrowers. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Subsection 4.11 Taxes. (a) Except as provided below in this Subsection 4.11 or as required by law (which, for purposes of this Subsection 4.11, shall include FATCA), all payments made by the Borrowers or the Agents under this Agreement and any Notes shall be made without deduction or withholding for or on account of any Taxes. Whenever any Non-Excluded Taxes are payable by any Borrower with respect to a Lender or Agent, as soon as practicable thereafter the Borrower Representative shall send to the Administrative Agent for its own account or for the account of the respective Lender or Agent, as the case may be, a certified copy of an original official receipt received by such Borrower showing payment thereof or other evidence of such payment reasonably satisfactory to the Administrative Agent. The agreements in this Subsection 4.11 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(b) If any Agent or any Lender is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Agreement, such Agent or such Lender shall deliver to the Borrower Representative and the Administrative Agent, at the time or times reasonably requested by the Borrower Representative or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Representative or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Agent or any Lender, if reasonably requested by the Borrower Representative or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower Representative or the Administrative Agent as will enable the Borrower Representative or the Administrative Agent to determine whether or not such Lender is subject to withholding or information reporting requirements. Each Lender and each Agent agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower Representative and the Administrative Agent in writing of its legal inability to do so.

(c) If a payment made to a Lender or Agent under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender or Agent were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender or Agent shall deliver to the Borrower Representative and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower Representative or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower Representative or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender or Agent has complied with such Lender’s or Agent’s obligations under FATCA or to determine the amount to deduct and

withhold from such payment. Solely for purposes of this clause (c), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Subsection 4.12 [Reserved].

Subsection 4.13 Certain Rules Relating to the Payment of Additional Amounts.  
(a) [Reserved].

(b) If a Lender changes its applicable lending office (other than (i) pursuant to clause (c) below or (ii) after an Event of Default under Subsection 9.1(a) or 9.1(f) has occurred and is continuing) and the effect of such change, as of the date of such change, would be to cause any of the Borrowers to become obligated to pay any additional amount under Subsection 4.10, such Borrower shall not be obligated to pay such additional amount.

(c) If a condition or an event occurs which would, or would upon the passage of time or giving of notice, result in the payment of any additional amount to any Lender or Agent by any of the Borrowers pursuant to Subsection 4.10 such Lender or Agent shall promptly notify the Borrower Representative and the Administrative Agent and shall take such steps as may reasonably be available to it to mitigate the effects of such condition or event (which shall include efforts to rebook the Loans held by such Lender at another lending office, or through another branch or an affiliate, of such Lender); provided that such Lender or Agent shall not be required to take any step that, in its reasonable judgment, would be materially disadvantageous to its business or operations or would require it to incur additional costs (unless the Borrowers agree to reimburse such Lender or Agent for the reasonable incremental out-of-pocket costs thereof).

(d) If any of the Borrowers shall become obligated to pay additional amounts pursuant to Subsection 4.10 and any affected Lender shall not have promptly taken steps necessary to avoid the need for payments under Subsection 4.10, the Borrower Representative shall have the right, for so long as such obligation remains, (i) with the assistance of the Administrative Agent to seek one or more substitute Lenders reasonably satisfactory to the Administrative Agent and the Borrower Representative to purchase the affected Loan, in whole or in part, at an aggregate price no less than such Loan's principal amount plus accrued interest, and assume the affected obligations under this Agreement, or (ii) so long as no Event of Default under Subsection 9.1(a) or 9.1(f) then exists or will exist immediately after giving effect to the respective prepayment, upon notice to the Administrative Agent to prepay the affected Loan, in whole or in part, without premium or penalty. In the case of the substitution of a Lender, then, the Borrower Representative, any other applicable Borrower, the Administrative Agent, the affected Lender, and any substitute Lender shall execute and deliver an appropriately completed Assignment and Acceptance pursuant to Subsection 11.6(b) to effect the assignment of rights to, and the assumption of obligations by, the substitute Lender; provided that any fees required to be paid by Subsection 11.6(b) in connection with such assignment shall be paid by the Borrower Representative or the substitute Lender. In the case of a prepayment of an affected Loan, the amount specified in the notice shall be due and payable on the date specified therein, together with any accrued interest to such date on the amount prepaid. In the case of each of the substitution of a Lender and of the prepayment of an affected Loan, the applicable Borrower shall first pay the



affected Lender any additional amounts owing under Subsection 4.10 (as well as any other amounts then due and owing to such Lender, including any amounts under this Subsection 4.13) prior to such substitution or prepayment. In the case of the substitution of a Lender pursuant to this Subsection 4.13(d) or Subsection 4.15(c)(i), if the Lender being replaced does not execute and deliver to the Administrative Agent a duly completed Assignment and Acceptance and/or any other documentation necessary to reflect such replacement by the later of (a) the date on which the assignee Lender executes and delivers such Assignment and Acceptance and/or such other documentation and (b) the date as of which all obligations of the Borrowers owing to such replaced Lender relating to the Loans and participations so assigned shall be paid in full by the assignee Lender and/or the Borrower Representative to such Lender being replaced, then the Lender being replaced shall be deemed to have executed and delivered such Assignment and Acceptance and/or such other documentation as of such date and the applicable Borrower shall be entitled (but not obligated) to execute and deliver such Assignment and Acceptance and/or such other documentation on behalf of such Lender.

(e) [Reserved].

(f) The obligations of any Agent, Lender or Participant under this Subsection 4.13 shall survive the termination of this Agreement and the payment of the Loans and all amounts payable hereunder.

Subsection 4.14 [Reserved].

Subsection 4.15 Defaulting Lenders. Notwithstanding anything contained in this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) [reserved];

(b) in determining the Required Lenders any Lender that at the time is a Defaulting Lender (and the Loans of such Defaulting Lender) shall be excluded and disregarded;

(c) the Borrower Representative shall have the right, at its sole expense and effort (i) to seek one or more Persons reasonably satisfactory to the Administrative Agent and the Borrower Representative to each become a substitute Lender and assume all or part of the Loans of any Defaulting Lender and the Borrower Representative, the Administrative Agent and any such substitute Lender shall execute and deliver, and such Defaulting Lender shall thereupon be deemed to have executed and delivered, an appropriately completed Assignment and Acceptance to effect such substitution or (ii) so long as no Event of Default under Subsection 9.1(a) or 9.1(f) then exists or will exist immediately after giving effect to the respective prepayment, upon notice to the Administrative Agent, to prepay the Loans of such Defaulting Lender, in whole or in part, without premium or penalty;

(d) any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant to Subsection 11.7) may, in

lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a segregated non-interest bearing account and, subject to any applicable Requirements of Law, be applied at such time or times as may be determined by the Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, (ii) second, pro rata, to the payment of any amounts owing to the Borrowers or the Lenders as a result of any judgment of a court of competent jurisdiction obtained by a Borrower or any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement and (iii) third, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if such payment is (x) a prepayment of the principal amount of any Loans in respect of which a Defaulting Lender has funded its participation obligations and (y) made at a time when the conditions set forth in Subsection 6.2 are satisfied, such payment shall be applied solely to prepay the Loans of all Non-Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans to any Defaulting Lender; and

(e) In the event that the Administrative Agent and the Borrower Representative each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then on such date such Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Commitment Percentage. The rights and remedies against a Defaulting Lender under this Subsection 4.15 are in addition to other rights and remedies that the Borrowers, the Administrative Agent, and the Non-Defaulting Lenders may have against such Defaulting Lender. The arrangements permitted or required by this Subsection 4.15 shall be permitted under this Agreement, notwithstanding any limitation on Liens or the pro rata sharing provisions or otherwise.

## SECTION 5. Representations and Warranties

(I) To induce the Administrative Agent and each Lender to enter into this Agreement on the Closing Date, the Parent Guarantor with respect to itself and its wholly owned Restricted Subsidiaries, hereby represents and warrants, on the Closing Date that:

Subsection 5.1 Status. It is a corporation, company or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, except (other than with respect to the Borrowers), to the extent that the failure to be in good standing would not reasonably be expected to have a Material Adverse Effect.

Subsection 5.2 Non-Conflict. The execution and delivery by it of the Loan Documents to which it is a party, the consummation by it of the transactions contemplated in such Loan Documents and compliance with the terms and provisions of such Loan Documents are within its corporate power, do not and will not result in a violation of its constitutional documents as currently in effect, and do not and will not conflict with, or result in a breach of any term or provision of, or constitute a default under any material indenture, mortgage, or other agreement or instrument to which it is a party or by which it or any of its material

properties is or may be bound; provided that it makes no representation or warranty in this paragraph with respect to the Prior Credit Agreement or the other Prior Loan Documents.

Subsection 5.3 Legal Validity. Each of the Loan Documents to which it is a party has been duly authorised by all necessary corporate action on its part and by the Bankruptcy Court and executed and delivered by it and constitutes its legal, valid and binding obligations, enforceable against it in accordance with their terms, except as their enforceability may be limited by bankruptcy, liquidation, examinership, insolvency, reorganization and other laws of general application affecting the enforcement of creditors' rights and general principles of equity (regardless of whether such proceeding is considered a proceeding in equity or at law) and except, in the case of this Agreement, as limited by applicable laws that may affect the remedies provided in this Agreement but such limitations would not make such remedies inadequate for the practical realization of the rights and benefits intended to be provided thereby.

Subsection 5.4 Consents. It has received every material consent, approval or authorisation of, and has given every material notice to, the governmental authority in its country of incorporation having jurisdiction with respect to the execution, delivery or performance of the Loan Documents to which it is a party including all monetary and other obligations under such Loan Documents) that is required for it to execute and deliver the Loan Documents to which it is a party, and to perform the transactions contemplated by such Loan Documents, and each such consent, approval or authorisation is valid and is in full force and effect and has not been revoked; provided that it makes no representation or warranty in this paragraph as to (a) any consent, approval, authorisation, notice or any other action that may be required under or by any of the Prior Credit Agreement and the other Prior Loan Documents, including any filings, registrations and recordations as may be necessary or advisable with respect thereto under any applicable laws, (b) the order of the Bankruptcy Court approving the Settlement Agreement and the transaction contemplated thereunder, which has been obtained and is in full force and effect, or (c) any periodic renewals of the registration of any Restructured Aircraft with the aircraft registry it is currently registered on, the registration of the "international interests" that may be created under the Loan Documents pursuant to the Cape Town Treaty or any other consent, approval, authorisation, notice or any other action that may be required or allowed to be obtained, given, made or performed after the Closing Date.

(II) To induce the Parent Guarantor and each other Loan Party to enter into this Agreement and the other Loan Documents on the Closing Date, each of the Agents and the Lenders hereby represents and warrants, on the Closing Date that:

Subsection 5.5 Legal Validity. Each of the Loan Documents to which it is a party constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity.

Subsection 5.6 Liens. All Restructured Aircraft are free and clear of any Liens created by the Agents or the Lenders, as applicable, other than Liens created pursuant to the Loan Documents.

## SECTION 6. Conditions Precedent

Subsection 6.1 Conditions to Effectiveness. This Agreement shall become effective on the date on which the following conditions precedent shall have been satisfied or waived:

(a) Loan Documents. The Administrative Agent shall have received (or, in the case of Loan Parties other than the Borrowers, shall receive substantially concurrently with the satisfaction of the other conditions precedent set forth in this Subsection 6.1) the following Loan Documents, executed and delivered as required below:

(i) this Agreement, executed and delivered by a duly authorized officer, director or attorney of the Parent Guarantor, Holdings, the Parent Borrower, the Administrative Agent, the Collateral Agent and each Lender; and

(ii) the Omnibus Reaffirmation Agreement, reaffirming and amending the Guarantee and Collateral Agreement and the Guarantee Agreement and releasing the applicable Loan Parties from certain of the other Prior Loan Documents, executed and delivered by a duly authorized officer, director or attorney of the Parent Guarantor, Holdco, the Company, Holdings, the Parent Borrower, the Administrative Agent, the Collateral Agent and each Lender.

(b) [Reserved].

(c) [Reserved].

(d) [Reserved].

(e) [Reserved].

(f) [Reserved].

(g) Secretary's Certificates. The Administrative Agent shall have received a certificate from each of the Affiliate Guarantors and the Loan Parties, dated the Closing Date, with appropriate insertions and attachments of evidence of incumbency and the signature of authorized signatories, executed by a Responsible Officer and the Secretary or any Assistant Secretary or other authorized representative of such Affiliate Guarantor or Loan Party, as applicable.

(h) [Reserved].

(i) [Reserved].

- (j) [Reserved].
- (k) [Reserved].
- (l) Restructuring and Other Transactions, etc.

(i) Confirmation Order. The Settlement Order shall have been entered and shall not have been stayed, vacated or reversed, or amended or modified in any manner unacceptable to the Agents, the Lenders, the Affiliate Guarantors or the Loan Parties.

(ii)

Consummation of Plan. Substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of the Chapter 11 Plan shall have occurred or will occur substantially contemporaneously with the Closing Date;

or

Plan Effective. All conditions set forth in the Chapter 11 Plan have been satisfied or waived and the Chapter 11 Plan shall have become effective.

The delivery of executed counterparts to this Agreement by the Lenders hereunder shall conclusively be deemed to constitute an acknowledgement by the Administrative Agent and each Lender that each of the conditions precedent set forth in this Subsection 6.1 shall have been satisfied in accordance with its respective terms or shall have been irrevocably waived by such Person.

#### SECTION 7. Affirmative Covenants

From and after the Closing Date and until payment in full of the Loans and all other Obligations then due and owing to any Lender or any Agent hereunder (i) with respect to Subsections 7.1, 7.2, 7.3, 7.4, 7.5, 7.6(a), 7.8 and 7.11, the Parent Guarantor hereby agrees that it shall and shall cause each of its wholly owned Restricted Subsidiaries to, and (ii) with respect to Subsections 7.6(b); and 7.7 the Parent Borrower hereby agrees that it shall and shall cause each other Loan Party to:

Subsection 7.1 Financial Statements. Furnish to the Administrative Agent for delivery to each Lender (and the Administrative Agent agrees to make and so deliver such copies):

(a) as soon as available, but in any event not later than the ~~fifth-Business Day after the 90~~<sup>120</sup><sup>th</sup> day following the end of each Fiscal Year of the Parent, a copy of the consolidated balance sheet of the Parent Guarantor as at the end of such year and the related consolidated statement of operations, consolidated statement of comprehensive income (loss), consolidated statement of cash flows and changes in shareholders' equity for such year, setting forth in each case, in comparative form, the figures for and as of the end of the previous year,

reported on without a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit (provided that such report may contain a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit, (x) if such qualification or exception is related solely to (i) an upcoming maturity or termination date hereunder or (ii) any potential inability to satisfy any financial maintenance covenant included in any Indebtedness of the Parent or its Subsidiaries on a future date in a future period, or (y) from and after such time as none of the Parent and its Subsidiaries is subject to any other Indebtedness in an aggregate outstanding amount equal to or exceeding \$50,000,000 pursuant to which audited financial statements are required to be delivered free of a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit), by independent certified public accountants of nationally recognized standing (it being agreed that the furnishing of the Parent’s or any Parent Entity’s annual report on Form 10-K for such year, as filed with the SEC, will satisfy the Parent Guarantor’s obligation under this Subsection 7.1(a) with respect to such year);

(b) [reserved];

(c) [reserved]; and

(d) all such financial statements delivered pursuant to Subsection 7.1(a) to fairly present in all material respects the financial condition of the Parent and its Subsidiaries in conformity with GAAP and to be in reasonable detail and prepared in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods that began on or after the Closing Date.

Subsection 7.2 Certificates; Other Information. Furnish to the Administrative Agent for delivery to each Lender (and the Administrative Agent agrees to make and so deliver such copies):

(a) [reserved]; and

(b) concurrently with the delivery of the financial statements and reports referred to in Subsections 7.1(a), a certificate signed by a Responsible Officer of the Parent Guarantor in substantially the form of Exhibit H or such other form as may be agreed between the Parent Guarantor and the Administrative Agent (a “Compliance Certificate”) stating that, to the best of such Responsible Officer’s knowledge, each of the Parent Guarantor and its Restricted Subsidiaries during such period has observed or performed all of its covenants and other agreements, and satisfied every condition, contained in this Agreement or the other Loan Documents to which it is a party to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default, except, in each case, as specified in such certificate.

Documents required to be delivered pursuant to Subsection 7.1 or 7.2 may at the Parent Guarantor’s option be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date on which the Parent Guarantor posts such documents, or provides a link thereto, on the Parent Guarantor’s (or any Parent Entity’s) website on the Internet at the

website address listed on Schedule 7.2 (or such other website address as the Parent Guarantor may specify by written notice to the Administrative Agent from time to time), or (ii) on which such documents are posted on the Parent Guarantor's (or any Parent Entity's) behalf on an Internet or intranet website to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent). Following the electronic delivery of any such documents by posting such documents to a website in accordance with the preceding sentence (other than the posting by the Parent Guarantor of any such documents on any website maintained for or sponsored by the Administrative Agent), the Parent Guarantor shall promptly provide the Administrative Agent notice of such delivery (which notice may be by facsimile or electronic mail) and the electronic location at which such documents may be accessed; provided that, in the absence of bad faith, the failure to provide such prompt notice shall not constitute a Default hereunder.

Subsection 7.3 Payment of Taxes. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings diligently conducted and reserves in conformity with GAAP with respect thereto have been provided on the books of the Parent Guarantor or any of its Restricted Subsidiaries, as the case may be, or except to the extent that failure to do so, in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Subsection 7.4 Conduct of Business and Maintenance of Existence; Compliance with Contractual Obligations and Requirements of Law. Preserve, renew and keep in full force and effect its existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of the business of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole, except as otherwise permitted pursuant to Subsection 8.2 or 8.5; provided that the Parent Guarantor and its Restricted Subsidiaries shall not be required to maintain any such rights, privileges or franchises and the Parent Guarantor's Restricted Subsidiaries shall not be required to maintain such existence, if the failure to do so would not reasonably be expected to have a Material Adverse Effect; and comply with all Contractual Obligations and Requirements of Law except to the extent that failure to comply therewith, in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Subsection 7.5 Maintenance of Property; Insurance. (i) Keep all property necessary in the business of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole, in good working order and condition, except where failure to do so would not reasonably be expected to have a Material Adverse Effect, and cause each Engine removed from an Airframe of a Restructured Aircraft to be replaced with another Engine in a manner consistent with the ordinary course of its business; provided that, for the avoidance of doubt, and notwithstanding anything in any Loan Document to the contrary, during any period that a Restructured Aircraft is not operating in revenue service, the Borrowers and any operator of such Restructured Aircraft shall be permitted to store such Restructured Aircraft in accordance with any manufacturer-approved storage program and to keep Manuals and Technical Records at locations chosen by any Borrower or any operator of such Restructured Aircraft in accordance with its ordinary course of business and applicable legal requirements; (ii) use commercially reasonable efforts to maintain with financially sound and reputable insurance companies



insurance on, or self-insure, all property material to the business of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole, in at least such amounts and against at least such risks (but including in any event public liability and damage) as are usually insured against in the same general area by companies engaged in the same or a similar business; provided that insurances shall be maintained in respect each Helicopter owned by a Qualified Loan Party for (x) hull insurance in an amount at least equal to ~~[REDACTED]~~ 110% of the Tranche attributable to such Helicopter, (y) liability insurance denominated in Dollars (or the Dollar Equivalent thereof) for an amount not less than \$150,000,000 on a per occurrence basis and (z) war risk hull and liability insurance for each Helicopter in a manner consistent with the customary practices of any reputable international helicopter operator; (iii) furnish to the Administrative Agent, upon written request, a certificate of insurance; (iv) use commercially reasonable efforts to maintain property and liability policies that provide that in the event of any cancellation thereof during the term of the policy, either by the insured or by the insurance company, the insurance company shall provide to the secured party at least 30 days prior written notice thereof, or in the case of cancellation for non-payment of premium, 30 days prior written notice thereof; (v) in the event of any material change in any of the property or liability policies referenced in the preceding clause (iv), use commercially reasonable efforts to provide the Administrative Agent with at least 30 days prior written notice thereof; and (vi) use commercially reasonable efforts to ensure that, subject to any applicable Intercreditor Agreement at all times, the Collateral Agent or the applicable Collateral Representative, in accordance with any applicable Intercreditor Agreement, for the benefit of the Secured Parties, shall be named as an additional insured with respect to liability policies maintained by each Borrower and each Subsidiary Guarantor and the Collateral Agent or the applicable Collateral Representative, in accordance with any applicable Intercreditor Agreement, for the benefit of the Secured Parties, in respect of any insurance proceeds payable in relation to a Total Loss of a Helicopter and in respect of an event of partial loss or damage over \$5,000,000 in respect of any other assets or property of the Borrower or Subsidiary Guarantor shall be named as loss payee, with respect to the property insurance maintained by each Borrower and each Subsidiary Guarantor; provided that, unless an Event of Default shall have occurred and be continuing ~~or, in the case of subclauses (A) and (C) of this proviso,~~ except for such amounts as are subject to the mandatory prepayment provisions of Subsection 4.4(c), ~~(A)~~ the Collateral Agent (at the instruction of the Administrative Agent) shall turn over to the Borrower Representative any amounts received by it as an additional insured or loss payee under any property insurance maintained by the Parent Borrower and its Subsidiaries, (B) the Collateral Agent agrees that the applicable Borrower and/or the applicable Subsidiary shall have the sole right to adjust or settle any claims under such insurance and (C) except for such amounts as are subject to the mandatory prepayment provisions of Subsection 4.4(c), all proceeds from a Recovery Event shall be paid to the Borrower Representative; and provided further that, in respect of the insurances for any Helicopter Equipment, to the extent that the provisions of AVN67B conflict with the provisions of clauses (iv) through ~~(vii)~~ (vi) of this Subsection 7.5, the provisions of AVN67B shall prevail and be deemed to satisfy the requirements of this Agreement (so long as it remains general industry practice to insure financed helicopters on the basis of AVN67B).

Subsection 7.6 Inspection of Property; Books and Records; Discussions. (a) (i) Keep proper books and records in a manner to allow financial statements to be prepared in conformity with GAAP consistently applied in respect of all material financial transactions and



matters involving the material assets and business of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole; and (ii) permit representatives of the Administrative Agent to visit and inspect any of its properties and examine and, to the extent reasonable, make abstracts from any of its books and records and to discuss the business, operations, properties and financial and other condition of the Parent Guarantor and its Restricted Subsidiaries with officers of the Parent Guarantor and its Restricted Subsidiaries and with its independent certified public accountants, in each case at any reasonable time, upon reasonable notice, and as often as may reasonably be desired; provided that representatives of the Parent Guarantor may be present during any such visits, discussions and inspections.

(b) Keep records of each Borrower's Helicopter Equipment. Upon the Administrative Agent's reasonable request, the Parent Borrower will provide a summary report (based on its customary methodology and, in form and substance, as prepared for its internal purposes) no more than once per year and at a time prepared by the Parent Borrower for its internal purposes in its ordinary course of business.

Notwithstanding anything to the contrary in this Subsection 7.6, none of the Parent Guarantor or any Restricted Subsidiary will be required to disclose, or permit the inspection or discussion of, any document, information or other matter (i) in respect of which disclosure to the Administrative Agent, the Collateral Agent or the Lenders (or their respective representatives) is prohibited by Law or any binding agreement or (ii) that is subject to attorney-client or similar privilege or constitutes attorney work product

Subsection 7.7 Notices. Promptly give notice to the Administrative Agent and each Lender of:

(a) as soon as possible after a Responsible Officer of the Parent Guarantor knows thereof, the occurrence of any Default or Event of Default;

(b) as soon as possible after a Responsible Officer of the Parent Guarantor knows thereof, any default or event of default under any Contractual Obligation of the Parent Guarantor or any of its Restricted Subsidiaries, other than as previously disclosed in writing to the Lenders, which would reasonably be expected to have a Material Adverse Effect;

(c) as soon as possible after a Responsible Officer of the Parent Guarantor knows thereof, any litigation, investigation or proceeding affecting the Parent Guarantor or any of its Restricted Subsidiaries that would reasonably be expected to have a Material Adverse Effect;

(d) as soon as possible after a Responsible Officer of the Parent Borrower knows thereof, the occurrence of any payment default under any agreement or document governing any financial Indebtedness of the Parent Guarantor and its Restricted Subsidiaries (excluding the Loans and any financial Indebtedness under or in connection with Helicopter leases) in an aggregate principal amount in excess of \$50,000,000;

(e) the following events, as soon as possible and in any event within 30 days after a Responsible Officer of the Parent Guarantor or any of its Restricted Subsidiaries knows thereof: (i) the occurrence or expected occurrence of any Reportable Event (or similar event) with respect to any Single Employer Plan (or Foreign Plan), a failure to make any required contribution to a Single Employer Plan, Multiemployer Plan or Foreign Plan, the creation of any Lien on the property of the Parent Guarantor or its Restricted Subsidiaries in favor of the PBGC, a Plan or a Foreign Plan or any withdrawal from, or the full or partial termination, ERISA Reorganization or Insolvency of, any Multiemployer Plan or Foreign Plan; or (ii) the institution of proceedings or the taking of any other formal action by the PBGC or the Parent Guarantor or any of its Restricted Subsidiaries or any Commonly Controlled Entity or any Multiemployer Plan which would reasonably be expected to result in the withdrawal from, or the termination, ERISA Reorganization or Insolvency of, any Single Employer Plan, Multiemployer Plan or Foreign Plan; provided, however, that no such notice will be required under clause (i) or (ii) above unless the event giving rise to such notice, when aggregated with all other such events under clause (i) or (ii) above, would be reasonably expected to result in a Material Adverse Effect;

(f) as soon as possible after a Responsible Officer of the Parent Guarantor knows thereof, (i) any release or discharge by the Parent Guarantor or any of its Restricted Subsidiaries of any Materials of Environmental Concern required to be reported under applicable Environmental Laws to any Governmental Authority, unless the Parent Guarantor reasonably determines that the total Environmental Costs arising out of such release or discharge would not reasonably be expected to have a Material Adverse Effect; (ii) any condition, circumstance, occurrence or event not previously disclosed in writing to the Administrative Agent that would reasonably be expected to result in liability or expense under applicable Environmental Laws, unless the Parent Guarantor reasonably determines that the total Environmental Costs arising out of such condition, circumstance, occurrence or event would not reasonably be expected to have a Material Adverse Effect, or would not reasonably be expected to result in the imposition of any lien or other material restriction on the title, ownership or transferability of any facilities and properties owned, leased or operated by the Parent Guarantor or any of its Restricted Subsidiaries that would reasonably be expected to result in a Material Adverse Effect; and (iii) any proposed action to be taken by the Parent Guarantor or any of its Restricted Subsidiaries that would reasonably be expected to subject the Parent Guarantor or any of its Restricted Subsidiaries to any material additional or different requirements or liabilities under Environmental Laws, unless the Parent Guarantor reasonably determines that the total Environmental Costs arising out of such proposed action would not reasonably be expected to have a Material Adverse Effect; and

(g) any loss, damage, or destruction to a significant portion of the Collateral, whether or not covered by insurance.

Each notice pursuant to this Subsection 7.7 shall be accompanied by a statement of a Responsible Officer of the Parent Guarantor (and, if applicable, the relevant Commonly Controlled Entity or Restricted Subsidiary) setting forth details of the occurrence

referred to therein and stating what action the Parent Guarantor (or, if applicable, the relevant Commonly Controlled Entity or Restricted Subsidiary) proposes to take with respect thereto.

Subsection 7.8 Environmental Laws. (a) (i) Comply substantially with, and require substantial compliance by all tenants, subtenants, contractors, and invitees with, all applicable Environmental Laws; (ii) obtain, comply substantially with and maintain any and all Environmental Permits necessary for its operations as conducted and as planned; and (iii) require that all tenants, subtenants, contractors, and invitees obtain, comply substantially with and maintain any and all Environmental Permits necessary for their operations as conducted and as planned, with respect to any property leased or subleased from, or operated by the Parent Guarantor or its Restricted Subsidiaries. For purposes of this Subsection 7.8(a), noncompliance shall not constitute a breach of this covenant, provided that, upon learning of any actual or suspected noncompliance, the Parent Guarantor and any such affected Restricted Subsidiary shall promptly undertake and diligently pursue reasonable efforts, if any, to achieve compliance, and provided, further, that in any case such noncompliance would not reasonably be expected to have a Material Adverse Effect.

(b) Promptly comply, in all material respects, with all orders and directives of all Governmental Authorities regarding Environmental Laws, other than such orders or directives (i) as to which the failure to comply would not reasonably be expected to result in a Material Adverse Effect or (ii) as to which: (x) appropriate reserves have been established in accordance with GAAP; (y) an appeal or other appropriate contest is or has been timely and properly taken and is being diligently pursued in good faith; and (z) if the effectiveness of such order or directive has not been stayed, the failure to comply with such order or directive during the pendency of such appeal or contest would not reasonably be expected to have a Material Adverse Effect.

(c) Except to the extent that failure to do so, in the aggregate, would not reasonably be expected to have a Material Adverse Effect, (i) conduct, or have conducted on its behalf, any investigation, study, sampling, or testing any real property at which the Parent Guarantor or its Restricted Subsidiaries operate as required by Environmental Laws, and (ii) respond, or cause a third party to respond, to any release, threatened release, or discharge of Materials of Environmental Concern at, on, or under any real property at which the Parent Guarantor or its Restricted Subsidiaries operate as required by Environmental Laws.

Subsection 7.9 [Reserved].

Subsection 7.10 [Reserved].

Subsection 7.11 Accounting Changes. For financial reporting purposes, cause the Parent's and each of its Subsidiaries' Fiscal Years to end on April 30<sup>th</sup> of each calendar year; provided that the Borrower Representative may, upon written notice to the Administrative Agent, change the financial reporting convention specified above to cause the Parent's and each of its Subsidiaries' Fiscal Years to end on any date reasonably acceptable to the Administrative Agent, in which case the Borrower Representative and the Administrative

Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary in order to reflect such change in financial reporting.

#### SECTION 8. Negative Covenants

From and after the Closing Date and until payment in full of the Loans and all other Obligations then due and owing to any Lender or any Agent hereunder, (i) with respect to Subsections 8.3, 8.4, 8.5 and 8.11, the Parent Guarantor hereby agrees that it shall not and shall not permit any of its Restricted Subsidiaries to and (ii) with respect to Subsections 8.2, 8.8, 8.13 and 8.14, the Parent Borrower hereby agrees that it shall not and shall not permit any of its Restricted Subsidiaries to:

Subsection 8.1      [Reserved].

~~Subsection 8.2 [Reserved].~~

Subsection 8.2      Fundamental Changes. Enter into any merger, consolidation or amalgamation or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), except:

(a)    (x) (1) any Borrower may be merged, consolidated or amalgamated with or into another Person if a Borrower is the surviving Person or (2) the Person (the "Successor Borrower") formed by or surviving such merger, consolidation or amalgamation (i) is an organization of a type, and organized or existing under the laws of a jurisdiction, that does not materially adversely affect the Lenders' or the Agents' position under the Loan Documents or result in material adverse tax consequences to the Lenders or the Agents and with which none of the Lenders or the Agents is prohibited by law from doing business, and (ii) expressly assumes all obligations of such Borrower under the Loan Documents pursuant to documentation reasonably satisfactory to the Administrative Agent; provided that, in the case of clause (x)(2) above, immediately after giving effect to the transaction (and treating any Indebtedness that becomes an Obligation of the Successor Borrower as a result of such transaction as having been incurred by the Successor Borrower at the time of such transaction), no Default will have occurred and be continuing; and (y) any Restricted Subsidiary of the Parent Borrower other than any Borrower may be merged or consolidated with or into any other Person; and

(b)    to the extent that such transaction is expressly excluded from the definition of "Asset Sale" or, if such transaction constitutes an "Asset Sale," such Asset Sale is made in compliance with Subsection 8.5; and

(c)    the Parent Borrower or any of its Restricted Subsidiaries may be merged, consolidated or amalgamated with or into any other Person in order to effect any acquisition permitted pursuant to Subsection 8.4.

Subsection 8.3      Limitation on Restricted Payments. Declare or pay any Restricted Payment, except that:

(a) the Parent Guarantor and its Restricted Subsidiaries may pay cash dividends, payments and distributions in an amount sufficient to allow any Parent Entity to pay legal, accounting and other maintenance and operational expenses (other than taxes) incurred in the ordinary course of business, provided that, if any Parent Entity shall own any material assets other than the Capital Stock of the Parent Guarantor or another Parent Entity or other assets, relating to the ownership interest of such Parent Entity in another Parent Entity, the Parent Guarantor or its Subsidiaries, such cash dividends with respect to such Parent Entity shall be limited to the reasonable and proportional share, as determined by the Parent Guarantor in its reasonable discretion, of such expenses incurred by such Parent Entity relating or allocable to its ownership interest in the Parent Guarantor or another Parent Entity and such other related assets;

(b) the Parent Guarantor and its Restricted Subsidiaries may pay cash dividends, payments and distributions in an amount sufficient to cover reasonable and necessary expenses (including professional fees and expenses) (other than taxes) incurred by any Parent Entity in connection with (i) registration, public offerings and exchange listing of equity or debt securities and maintenance of the same, (ii) reporting obligations under, or in connection with compliance with, applicable laws or applicable rules of any governmental, regulatory or self-regulatory body or stock exchange, this Agreement or any other agreement or instrument relating to Indebtedness of the Parent Guarantor or any of its Restricted Subsidiaries and (iii) indemnification and reimbursement of directors, officers and employees in respect of liabilities relating to their serving in any such capacity, or obligations in respect of director and officer insurance (including premiums therefor), provided that, in the case of subclause (i) above, if any Parent Entity shall own any material assets other than the Capital Stock of the Parent Guarantor or another Parent Entity or other assets relating to the ownership interest of such Parent Entity in another Parent Entity, the Parent Guarantor or its Subsidiaries, with respect to such Parent Entity such cash dividends shall be limited to the reasonable and proportional share, as determined by the Parent Guarantor in its reasonable discretion, of such expenses incurred by such Parent Entity relating or allocable to its ownership interest in another Parent Entity, the Parent Guarantor and such other assets;

(c) the Parent Guarantor and its Restricted Subsidiaries may pay, without duplication, cash dividends, payments and distributions to pay or permit any Parent Entity to pay any Related Taxes;

(d) the Parent Guarantor and its Restricted Subsidiaries may pay cash dividends, payments and distributions in an amount sufficient to allow any Parent Entity to perform its obligations under the Investment Agreements and to pay all fees and expenses incurred in connection with the transactions contemplated by the Investment Agreements and the other transactions expressly contemplated by this Agreement and the other Loan Documents, and sufficient to allow each of the Affiliate Guarantors and the Loan Parties to perform its obligations under or in connection with the Loan Documents to which it is a party;

(e) the Parent Guarantor and its Restricted Subsidiaries may pay cash dividends, payments and distributions in an amount sufficient to allow any Parent Entity to repurchase shares of its Capital Stock or rights, options or units in respect thereof from any Management Investors or former Management Investors (or any of their respective heirs, successors, assigns, legal representatives or estates) (including any repurchase or acquisition by reason of the Parent Guarantor or any Parent Entity retaining any Capital Stock, option, warrant or other right in respect of any withholding obligations, and any related payment in respect of any such obligations), or as otherwise contemplated by any Management Subscription Agreements for an aggregate purchase price not to exceed in any calendar year \$20,000,000; provided that such amount shall be increased by (A) an amount equal to \$7,500,000 multiplied by the number of calendar years that have commenced since the Closing Date; (B) an amount equal to the proceeds to the Parent Guarantor (whether received by it directly or from a Parent Entity or applied to pay Parent Entity Expenses) or any Parent Entity of any resales or new issuances of shares and options to any Management Investors, at any time after the initial issuances to any Management Investors, together with the aggregate amount of deferred compensation owed by any Parent Entity, the Parent Guarantor or any of its Subsidiaries to any Management Investor that shall thereafter have been cancelled, waived or exchanged at any time after the initial issuances to any thereof in connection with the grant to such Management Investor of the right to receive or acquire shares of the Parent Guarantor's or any Parent Entity's Capital Stock; provided, however, that, if applicable, any amount actually received by any Parent Entity in accordance with this clause (B) shall have been further contributed to the Parent Guarantor or applied (i) to pay expenses, taxes or other amounts (in respect of which the Parent Guarantor is permitted to make dividends, payments or distributions pursuant to this Subsection 8.3) or (ii) in payment of Parent Entity Expenses; and (C) the cash proceeds of key man life insurance policies received by the Parent Guarantor or any of its Subsidiaries (or by any Parent Entity and contributed to the Parent Guarantor);

(f) the Parent Guarantor and its Restricted Subsidiaries may pay dividends, payments and distributions to the extent of Net Proceeds from any Excluded Contribution; provided that any payment pursuant to this Subsection 8.3(f) shall be deemed to be a usage of the Available Excluded Contribution Amount Basket;

(g) the Parent Guarantor and its Restricted Subsidiaries may pay dividends, payments and distributions in an amount not to exceed the Available Excluded Contribution Amount Basket, (i) for purposes permitted under Subsection 8.3(e) if at the time such dividend, payment or distribution is made no Specified Default shall have occurred and be continuing or would result therefrom or (ii) for any other purposes if at the time such dividend, payment or distribution is made no Specified Default or Event of Default known to the Parent Borrower shall have occurred and be continuing or would result therefrom;



(h) the Parent Guarantor and its Restricted Subsidiaries may pay cash dividends, payments and distributions in an aggregate amount not to exceed \$40,000,000;

(i) any Restricted Subsidiary of the Parent Guarantor may pay dividends, payments and distributions to the Parent Guarantor or any other Restricted Subsidiary (treating the EMEA JV and the other Permitted Joint Ventures as Restricted Subsidiaries for this purpose);

(j) [reserved];

(k) the Parent Guarantor and any of its Restricted Subsidiaries may pay dividends, payments and distributions within 60 days after the date of declaration or notice of the dividend, payment or distribution, as the case may be, if, at the date of declaration or notice, the dividend, payment or distribution would have complied with the provisions of this Agreement;

(l) the Parent Guarantor and any of its Restricted Subsidiaries may make any Restricted Payment in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Parent Guarantor) of, Capital Stock of the Parent Guarantor or any Parent Entity (other than Disqualified Capital Stock) or from the substantially concurrent contribution of common equity capital to the Parent Guarantor;

(m) the Parent Guarantor and any of its Restricted Subsidiaries may pay dividends, payments and distributions to the holders of its Capital Stock on a pro rata basis;

(n) the repurchase of Capital Stock deemed to occur upon the exercise of stock options or warrants to the extent that such Capital Stock represents a portion of the exercise price of those stock options or warrants;

(o) the Parent Guarantor and any of its Restricted Subsidiaries may pay dividends, payments and distributions on the Parent Guarantor's common equity (or dividends, payments or distributions to a Parent Entity to fund the payment by such Parent Entity of dividends, payments or distributions on its common equity) of up to 6.0% per calendar year of the net proceeds received by the Parent Guarantor from any public or private offering of Capital Stock of any Parent Entity or the Parent Guarantor or contributed to the Parent Guarantor by a Parent Entity from any public or private offering of Capital Stock of such Parent Entity;

(p) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Parent Guarantor or a Restricted Subsidiary of the Parent Guarantor by, Unrestricted Subsidiaries;

(q) [reserved];

(r) the declaration and payment of dividends or distributions to holders of any class or series of Designated Preferred Stock (other than Disqualified Capital Stock) issued after the Closing Date and the declaration and payment of dividends to any direct or indirect parent company of the Parent Guarantor, the proceeds of which will be used to fund the payment of dividends or distributions to holders of any class or series of Designated Preferred Stock (other than Disqualified Capital Stock) of any direct or indirect parent company of the Parent Guarantor issued after the Closing Date; provided, however, that the aggregate amount of dividends declared and paid pursuant to this clause (r) does not exceed the net cash proceeds actually received by the Parent Guarantor (including any such proceeds contributed to the Parent Guarantor by any direct or indirect parent company of the Parent Guarantor) from any such sale of Designated Preferred Stock (other than Disqualified Capital Stock) issued after the Closing Date;

(s) the declaration and payment of regularly scheduled or accrued dividends or distributions to holders of any class or series of Disqualified Capital Stock of the Parent Guarantor or any Restricted Subsidiary of the Parent Guarantor issued on or after the Closing Date;

(t) the Parent Guarantor and its Restricted Subsidiaries may pay cash dividends, payments and distributions to fund the payment of fees and expenses owed by the Parent Guarantor or its Restricted Subsidiaries to Affiliates, to the extent permitted by Subsection 8.11 (other than under Subsection 8.11(g)(ii) or 8.11(g)(iii)); and

(u) in addition to the foregoing dividends, payments and distributions, the Parent Guarantor and its Restricted Subsidiaries may pay additional dividends, payments and distributions, (x) for purposes permitted under Subsection 8.3(e) if at the time such dividend, payment or distribution is declared no Specified Default shall have occurred and be continuing or would if paid on the date of such declaration result therefrom or (y) for any other purposes, if at the time such dividend, payment or distribution is declared no Specified Default or Event of Default known to the Parent Borrower shall have occurred and be continuing or would if paid on the date of such declaration result therefrom, provided that in each case such dividend, payment or distribution is paid within 30 days of such declaration.

For purposes of determining compliance with this Subsection 8.3, in the event that any Restricted Payment meets the criteria of more than one of the types of Restricted Payments described in one or more of the clauses of this Subsection 8.3, the Parent Guarantor, in its sole discretion, shall classify such item of Restricted Payment and may include the amount and type of such Restricted Payment in one or more of such clauses (including in part under one such clause and in part under another such clause).

For the avoidance of doubt, for the purpose of this Subsection 8.3, any future investment to be made on terms that are substantially similar to (or more favorable to the Lenders than) the investment in the Affiliate Guarantors, the Loan Parties or their respective



affiliates by the Plan Sponsors on or around the Closing Date, shall be deemed a capital contribution in respect of common equity.

Subsection 8.4 Limitations on Certain Acquisitions. Acquire by purchase or otherwise all the business or assets of, or stock or other evidences of beneficial ownership of, any Person, except that the Parent Guarantor and its Restricted Subsidiaries shall be allowed to make any such acquisitions so long as ~~such acquisition is a Permitted Acquisition;~~

(a) such acquisition is expressly permitted by Subsection 8.2 (other than clause (c)); or

(b) such acquisition is a Permitted Acquisition;

provided that in the case of each such acquisition after giving effect thereto, no Specified Default or other Event of Default known to the Parent Borrower shall occur as a result of such acquisition; and provided, further, that with respect to any acquisition that is consummated in a single transaction or a series of related transactions, all or any of which might constitute an Investment but not the acquisition of all of the business or assets of, or stock or other evidences of beneficial ownership of, any Person, the Borrower Representative at its option may classify such transactions in whole or in part as an acquisition subject to this Subsection 8.4. Notwithstanding anything in this Subsection 8.4 to the contrary, none of the Parent Guarantor and its Restricted Subsidiaries shall be prohibited from purchasing or otherwise acquiring Helicopter Equipment, including by means of acquiring all the assets of, or stock or other evidences of beneficial ownership of, a Person substantially all of the assets of which constitute Helicopter Equipment.

Subsection 8.5 Limitation on Dispositions of Collateral. Engage in any Asset Sale with respect to any of the Collateral, except that the Parent Guarantor and its Restricted Subsidiaries shall be allowed to engage in any such Asset Sale, so long as the consideration received (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) in connection with such Asset Sale is for Fair Market Value (determined as of the date a legally binding commitment for such Asset Sale was entered into) and, in the case of Collateral other than all or substantially all of any entire Restructured Aircraft if the consideration received is greater than \$25,000,000, at least 75.0% of such consideration received (excluding, in the case of an Asset Sale (or series of related Asset Sales), any consideration by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise, that are not Indebtedness) is in the form of cash. For the purposes of the foregoing, the following are deemed to be cash: (1) Cash Equivalents, Temporary Cash Investments and Marketable Securities, (2) the assumption of Indebtedness of the Parent Guarantor (other than Disqualified Capital Stock of the Parent Guarantor) or any Restricted Subsidiary and the release of the Parent Guarantor or such Restricted Subsidiary from all liability on payment of the principal amount of such Indebtedness in connection with such Asset Sale, (3) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Sale, to the extent that the Parent Guarantor and each other Restricted Subsidiary are released from any Guarantee Obligation of payment of the principal amount of such Indebtedness in connection with such Asset Sale, (4) securities received by the Parent Guarantor or any Restricted Subsidiary from

the transferee that are converted by the Parent Guarantor or such Restricted Subsidiary into cash within 180 days, (5) consideration consisting of Indebtedness of the Parent Guarantor or any Restricted Subsidiary, (6) Additional Assets and (7) any Designated Noncash Consideration received by the Parent Guarantor or any of its Restricted Subsidiaries in an Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Noncash Consideration received pursuant to this clause, not to exceed an aggregate amount at any time outstanding equal to \$25,000,000 (with the Fair Market Value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value).

In connection with any Asset Sale permitted under this Subsection 8.5 or any Disposition that is excluded from the definition of "Asset Sale", the Administrative Agent shall, and the Lenders hereby authorize the Administrative Agent to, execute such releases of Liens and take such other actions as the Borrower Representative may reasonably request in connection with the foregoing.

Subsection 8.6      [Reserved].

Subsection 8.7      [Reserved].

Subsection 8.8      Limitation on Negative Pledge Clauses. Enter into with any Person any agreement which prohibits or limits the ability of the Parent Borrower or any of its Restricted Subsidiaries that are Loan Parties to create, incur, assume or suffer to exist any Lien in favor of the Lenders in respect of obligations and liabilities under this Agreement or any other Loan Documents upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than:

(a) pursuant to any agreement or instrument in effect at or entered into on the Closing Date, this Agreement, the other Loan Documents and any related documents and, on and after the execution and delivery thereof, any applicable Intercreditor Agreement and any Intercreditor Agreement Supplement;

(b) pursuant to any agreement governing or relating to Indebtedness or other obligations and liabilities, in each case secured by a Lien permitted by Subsection 8.14 (in which case any restriction shall only be effective against the assets subject to such Lien, except as may otherwise be permitted under this Subsection 8.8);

(c) pursuant to any agreement or instrument of a Person, or relating to Indebtedness (including any Guarantee Obligation in respect thereto) or Capital Stock of a Person, which Person is acquired by or merged or consolidated or amalgamated with or into the Parent Borrower or any Restricted Subsidiary, or which agreement or instrument is assumed by the Parent Borrower, or any Restricted Subsidiary in connection with an acquisition from such Person or any other transaction entered into in connection with any such acquisition, merger, consolidation or amalgamation, as in effect at the time of such acquisition, merger, consolidation, amalgamation or transaction (except to the extent that such Indebtedness was incurred to finance, or otherwise in connection with, such acquisition, merger, consolidation, amalgamation or

transaction), provided that for purposes of this Subsection 8.8(c), if a Person other than a Borrower is the Successor Borrower with respect thereto, any Subsidiary thereof or agreement or instrument of such Person or any such Subsidiary shall be deemed acquired or assumed, as the case may be, by the Parent Borrower or a Restricted Subsidiary, as the case may be, when such Person becomes such Successor Borrower;

(d) pursuant to any agreement or instrument (a “Refinancing Agreement”) effecting a refinancing of Indebtedness incurred or outstanding pursuant or relating to, or that otherwise extends, renews, refunds, refinances or replaces, any agreement or instrument referred to in Subsections 8.8(a) through 8.8(m) (an “Initial Agreement”) or that is, or is contained in, any amendment, supplement or other modification to an Initial Agreement or Refinancing Agreement (an “Amendment”); provided, however, that the encumbrances and restrictions contained in any such Refinancing Agreement or Amendment taken as a whole are not materially less favorable to the Lenders than encumbrances and restrictions contained in the Initial Agreement or Initial Agreements to which such Refinancing Agreement or Amendment relates (as determined in good faith by the Borrower Representative);

(e) (i) pursuant to any agreement or instrument that restricts in a customary manner the assignment or transfer thereof, or the subletting, assignment or transfer of any property or asset subject thereto, (ii) by virtue of any transfer of, agreement to transfer, option or right with respect to, or Lien on, any property or assets of a Borrower or any Restricted Subsidiary not otherwise prohibited by this Agreement, (iii) pursuant to mortgages, pledges or other security agreements securing Indebtedness or other obligations of the Parent Borrower or a Restricted Subsidiary to the extent restricting the transfer of the property or assets subject thereto, (iv) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Parent Borrower or any Restricted Subsidiary, (v) pursuant to Purchase Money Obligations that impose encumbrances or restrictions on the property or assets so acquired, (vi) pursuant to any agreement with customers, suppliers or lessors entered into in the ordinary course of business that impose restrictions with respect to cash, Cash Equivalents, Marketable Securities or other deposits or net worth or inventory, (vii) pursuant to customary provisions contained in agreements and instruments entered into in the ordinary course of business (including but not limited to leases and licenses) or in joint venture and other similar agreements, or in shareholder, partnership, limited liability company and other similar agreements in respect of non-Wholly Owned Subsidiaries, (viii) restrictions that arise or are agreed to in the ordinary course of business and do not detract from the value of property or assets of the Parent Borrower or any Restricted Subsidiary in any manner material to the Parent Borrower or such Restricted Subsidiary, or (ix) pursuant to Hedging Agreements or under Bank Products Agreements;

(f) pursuant to any agreement or instrument relating to any Indebtedness permitted to be incurred subsequent to the Closing Date pursuant to Subsection 8.13, if either (i) the Borrower Representative determines in good faith that such encumbrance or restriction will not materially affect the Parent Borrower’s ability to create and maintain the Liens on the Collateral pursuant to the Security Documents or (ii) such

encumbrance or restriction applies only if a default occurs in respect of a payment or financial covenant relating to such Indebtedness;

(g) pursuant to any agreement relating to intercreditor arrangements and related rights and obligations, to or by which the Lenders and/or the Administrative Agent, the Collateral Agent or any other agent, trustee or representative on their behalf may be party or bound at any time or from time to time, and any agreement providing that in the event that a Lien is granted for the benefit of the Lenders another Person shall also receive a Lien, which Lien is permitted by Subsection 8.14;

(h) pursuant to any agreement for the direct or indirect disposition of Capital Stock of any Person, property or assets, imposing restrictions with respect to such Person, Capital Stock, property or assets pending the closing of such disposition;

(i) by reason of any applicable law, rule, regulation or order, or required by any regulatory authority having jurisdiction over the Parent Borrower or any of its Restricted Subsidiary or any of their businesses;

(j) any customary encumbrances or restrictions imposed pursuant to the EMEA JV or other Permitted Joint Ventures;

(k) any encumbrance or restriction with respect to an Unrestricted Subsidiary pursuant to or by reason of an agreement that the Unrestricted Subsidiary is a party to or entered into before the date on which such Unrestricted Subsidiary became a Restricted Subsidiary; provided that such agreement was not entered into in anticipation of the Unrestricted Subsidiary becoming a Restricted Subsidiary and any such encumbrance or restriction does not extend to any assets or property of the Parent Borrower or any other Restricted Subsidiary other than the assets and property of such Unrestricted Subsidiary;

(l) provisions with respect to the receipt of a rebate on an operating lease until all obligations due to a lessor on other operating leases are satisfied or other customary restrictions in respect of assets or contract rights acquired by a Restricted Subsidiary in connection with a sale and leaseback transaction; and

(m) any encumbrance or restriction of a Receivables Subsidiary effected in connection with a Qualified Receivables Financing; provided, however, that such restrictions apply only to such Receivables Subsidiary.

Subsection 8.9 [Reserved].

Subsection 8.10 [Reserved].

Subsection 8.11 Limitations on Transactions with Affiliates. Except as otherwise expressly permitted in this Agreement, enter into any transaction, including any purchase, sale, lease or exchange of property or the rendering of any service, with any Affiliate unless such transaction is (A) not otherwise prohibited under this Agreement, and (B) upon terms not materially less favorable to the Parent Guarantor or such Restricted Subsidiary, as the case

may be, than those that could be obtained at the time in a transaction with a Person which is not an Affiliate; provided that nothing contained in this Subsection 8.11 shall be deemed to prohibit:

(a) (1) the Parent Guarantor or any Restricted Subsidiary from entering into, modifying, maintaining or performing any consulting, management, compensation, collective bargaining, benefits or employment agreements, related trust agreement or other compensation arrangements with a current or former management member, director, officer, employee or consultant of or to the Parent Guarantor or such Restricted Subsidiary or any Parent Entity in the ordinary course of business or consistent with past practice, including vacation, health, insurance, deferred compensation, severance, retirement, savings, or other similar plans, programs or arrangements, (2) payments, compensation, or performance of indemnification or contribution obligations, in the ordinary course of business or consistent with past practice, to any such management members, employees, officers, directors or consultants, (3) loans or advances (or cancellation thereof), in the ordinary course of business or consistent with past practice, to any such management members, employees, officers, directors or consultants, (4) any issuance, grant or award of stock, options, other equity related interests or other equity securities, to any such management members, employees, officers, directors or consultants, or (5) the payment of reasonable fees to, and indemnities provided on behalf of, management members, employees, officers, directors or consultants of the Parent Guarantor or any of its Subsidiaries or any Parent Entity;

(b) the payment of all amounts in connection with this Agreement;

(c) the Parent Guarantor or any of its Restricted Subsidiaries from entering into, making payments pursuant to and otherwise performing (i) the obligations under the Investment Agreements and (ii) an indemnification and contribution agreement in favor of any Permitted Holder and each person who is or becomes a director, officer, agent, consultant or employee of the Parent Guarantor or any of its Subsidiaries or any Parent Entity, in respect of liabilities (A) arising under the Securities Act, the Exchange Act and any other applicable securities laws or otherwise, in connection with any offering of securities by any Parent Entity (provided that, if such Parent Entity shall own any material assets other than (x) the Capital Stock of the Parent Guarantor or another Parent Entity, or (y) other assets relating to the ownership interest by such Parent Entity in the Parent Guarantor or another Parent Entity, such liabilities shall be limited to the reasonable and proportional share, as determined by the Parent Guarantor in its reasonable discretion based on the benefit therefrom to the Parent Guarantor and its Subsidiaries, of such liabilities relating or allocable to the ownership interest of such Parent Entity in the Parent Guarantor or another Parent Entity and such other related assets) or the Parent Guarantor or any of its Subsidiaries, (B) incurred to third parties for any action or failure to act of the Parent Guarantor or any of its Subsidiaries or any Parent Entity or any of their predecessors or successors, (C) arising out of the performance by any Affiliate of the Plan Sponsors of management, consulting or financial advisory services provided to the Parent Guarantor or any of its Subsidiaries or any Parent Entity, (D) arising out of the fact that any indemnitee was or is a

director, officer, agent, consultant or employee of the Parent Guarantor or any of its Subsidiaries or any Parent Entity, or is or was serving at the request of any such Person as a director, officer, agent, consultant or employee of another corporation, partnership, joint venture, trust, enterprise or other Person or (E) to the fullest extent permitted by Delaware or other applicable state law, arising out of any breach or alleged breach by such indemnitee of his or her fiduciary duty as a director or officer of the Parent Guarantor or any of its Subsidiaries or any Parent Entity;

(d) any issuance or sale of Capital Stock of the Parent Guarantor or any Parent Entity or capital contribution to the Parent Guarantor or any Restricted Subsidiary; provided that, for the avoidance of doubt, any future investment to be made on terms that are substantially similar to (or more favorable to the Lenders than) the investment in the Affiliate Guarantors, the Loan Parties or their respective affiliates by the Plan Sponsors on or around the Closing Date, shall be deemed a capital contribution to the Parent Guarantor or any Restricted Subsidiary;

(e) (1) the execution, delivery and performance of the Investment Agreements, ~~and~~ (2) transactions related to the Second Lien Convertible Notes and the Specified Convertible Debt, and (3) payments to any Plan Sponsor or any of their respective Affiliates (x) for any management, consulting, financial or advisory services, or in respect of financing, underwriting or placement services, or in respect of other investment banking activities (if any), as may be approved by a majority of the Disinterested Directors, (y) in connection with any acquisition, disposition, merger, recapitalization or similar transactions, which payments are made pursuant to the Investment Agreements or are approved by a majority of the Board of Directors in good faith, and (z) of all out-of-pocket expenses incurred in connection with such services or activities;

(f) the execution, delivery and performance of agreements or instruments under which the Parent Guarantor or its Restricted Subsidiaries do not make payments or provide consideration in excess of \$10,000,000 per Fiscal Year;

(g) (i) any transaction among any of the Parent Guarantor, one or more Restricted Subsidiaries, the EMEA JV and one or more Permitted Joint Ventures, (ii) any Investment, (iii) any merger, consolidation or amalgamation or liquidation, wind-up or dissolution or any conveyance, sale, lease, assignment, transfer or other disposition of, all or substantially all of its property, business or assets, or any transaction permitted by Subsection 8.3 or specifically excluded from the definition of Restricted Payment and (iv) any transaction permitted by Subsection 8.13(f)(i), 8.13(f)(ii), 8.13(f)(iii), 8.13(f)(vii) or 8.13(j);

(h) the entry into this Agreement and all transactions in connection therewith, and all fees and expenses paid or payable in connection with the entry into this Agreement, including the fees and out-of-pocket expenses of any Plan Sponsor and its Affiliates;



(i) any transaction in the ordinary course of business, or approved by a majority of the Board of Directors of the Parent Guarantor, between the Parent Guarantor or any Restricted Subsidiary and any Affiliate of the Parent Guarantor controlled by the Parent Guarantor that is a joint venture or similar entity;

(j) any investment by any Plan Sponsor in securities of the Parent Guarantor or any of its Restricted Subsidiaries (and payment of out-of-pocket expenses incurred by any Plan Sponsor in connection therewith) so long as such securities are being offered generally to investors (other than Plan Sponsors) on the same or more favorable terms;

(k) the execution, delivery and performance of any lease (whether “wet” or “dry”) of Helicopter Equipment to any Affiliate of the Parent Guarantor or any of its Restricted Subsidiaries;

(l) the execution, delivery and performance of agreements or instruments relating to the pooling of Helicopter Equipment;

(m) transactions with a Person (other than an Unrestricted Subsidiary of the Parent Guarantor) that is an Affiliate of the Parent Guarantor solely because the Parent Guarantor owns, directly or through a Restricted Subsidiary, Capital Stock in, or controls, such Person;

(n) any transaction effected as part of a Qualified Receivables Financing;

(o) the existence of, or the performance by the Parent Guarantor or any of its Restricted Subsidiaries of its obligations under the terms of, any acquisition agreements or members’ or stockholders agreement or related documents to which it is a party as of the Closing Date and any amendment thereto or similar agreements which it may enter into thereafter; provided, however, that the existence of, or the performance by the Parent Guarantor or any of its Restricted Subsidiaries of its obligations under, any future amendment to any such existing agreement or under any similar agreement entered into after the Closing Date shall only be permitted by this Subsection 8.11(o) to the extent that the terms of any such existing agreement, together with all amendments thereto, taken as a whole, or such new agreement are not otherwise more disadvantageous to the holders of the notes taken as a whole than the original agreement as in effect on the Closing Date;

(p) transactions with Unrestricted Subsidiaries, customers, clients, suppliers, joint venture partners or purchasers or sellers of goods or services, including aircraft services, or lessors or lessees of property, in each case in the ordinary course of business and otherwise in compliance with the terms of this Agreement which are, in the aggregate (taking into account all the costs and benefits associated with such transactions), materially no less favorable to the Parent Guarantor or its Restricted Subsidiaries than those that would have been obtained in a comparable transaction by the Parent Guarantor or such Restricted Subsidiary with an unrelated Person, in the reasonable determination of the Board of Directors of the Parent Guarantor or the

Company or senior management of either of them, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(q) (A) guarantees of performance by the Parent Guarantor and its Restricted Subsidiaries of Unrestricted Subsidiaries in the ordinary course of business, except for guarantees of Indebtedness in respect of borrowed money, and (B) pledges of Capital Stock of Unrestricted Subsidiaries for the benefit of lenders of Unrestricted Subsidiaries;

(r) if such Affiliate Transaction is with a Person in its capacity as a holder of Indebtedness or Capital Stock of the Parent Guarantor or any Restricted Subsidiary where such Person is treated no more favorably than the holders of Indebtedness or Capital Stock of the Parent Guarantor or any Restricted Subsidiary;

(s) transactions effected pursuant to agreements in effect on the Closing Date and any amendment, modification or replacement of such agreement (so long as such amendment or replacement is not materially more disadvantageous to the holders of the notes, taken as a whole);

(t) transactions, agreements, arrangements and any amendments or modifications of the foregoing (including sale and leaseback transactions) entered into in the ordinary course of business between the Parent Guarantor or a Restricted Subsidiary of the Parent Guarantor and an EU Licensed Operator or EU Investorco (after such EU Licensed Operator or EU Investorco ceases to be a Restricted Subsidiary) that are on terms that are not materially less favorable to the Parent Guarantor or the Restricted Subsidiary, as the case may be, than those that could reasonably have been obtained at such time from an unaffiliated party; and

(u) transactions, agreements, arrangements and any amendments or modifications of the foregoing entered into in the ordinary course of business between the Parent Guarantor or a Restricted Subsidiary of the Parent Guarantor and a Permitted Joint Venture that are on terms that are not materially less favorable to the Parent Guarantor or the Restricted Subsidiary, as the case may be, than those that could reasonably have been obtained at such time from an unaffiliated party.

For purposes of this Subsection 8.11, (i) any transaction with any Affiliate shall be deemed to have satisfied the standard set forth in clause (B) of the first sentence hereof if (x) such transaction is approved by a majority of the Disinterested Directors of the Board of Directors of the Parent Guarantor or any Parent Entity or (y) a fairness opinion is provided by a nationally recognized appraisal or investment banking firm with respect to such transaction and (ii) "Disinterested Director" shall mean, with respect to any Person and transaction, a member of the Board of Directors of such Person who does not have any material direct or indirect financial interest in or with respect to such transaction; it being understood that a member of any such Board of Directors shall not be deemed to have such a financial interest by reason of such



member holding Capital Stock of the Parent Guarantor or any Parent Entity or any options, warrants or other rights in respect of such Capital Stock

Subsection 8.12 [Reserved].

Subsection 8.13 Limitations on Indebtedness. Directly or indirectly create, incur, assume or otherwise become directly or indirectly liable with respect to any Indebtedness except for the following:

(a) [reserved];

(b) Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries incurred pursuant to this Agreement and the other Loan Documents (including any Incremental Facility, Extension or Credit Agreement Refinancing Indebtedness);

(c) Unsecured Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries;

(d) Indebtedness (other than Indebtedness permitted by clauses (b) and (c) above) existing on the Closing Date, together with any renewal, extension, refinancing or refunding pursuant to clause (i) below;

(e) [reserved];

(f) Guarantee Obligations incurred by:

(i) the Parent Borrower or any of its Restricted Subsidiaries in respect of Indebtedness of a Loan Party that is permitted hereunder;

(ii) the Parent Borrower or any of its Restricted Subsidiaries in respect of lease obligations of Non-Loan Parties (to the extent that such lease obligations constitute Indebtedness);

(iii) a Non-Loan Party in respect of Indebtedness of another Non-Loan Party that is permitted hereunder;

(iv) the Parent Borrower or any of its Restricted Subsidiaries in respect of Indebtedness of any Person; provided that the aggregate amount at any time outstanding of such Guarantee Obligations incurred pursuant to this clause (iv), when aggregated with the amount of all other Guarantee Obligations incurred and outstanding pursuant to this clause (iv) and all Indebtedness incurred and outstanding pursuant to clause (w) of this Subsection 8.13, shall not exceed the greater of (x) \$150,000,000 and (y) the amount equal to 5.0% of Consolidated Total Assets at the time of such Guarantee Obligations being incurred;

(v) the Parent Borrower or any of its Restricted Subsidiaries in connection with sales or other dispositions permitted under Subsection 8.5,

including indemnification obligations with respect to leases, and guarantees of collectability in respect of accounts receivable or notes receivable for up to face value;

(vi) the Parent Borrower or any of its Restricted Subsidiaries consisting of accommodation guarantees for the benefit of trade creditors of the Parent Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

(vii) the Parent Borrower or any of its Restricted Subsidiaries in respect of Investments expressly permitted pursuant to clause (c), (h), (i) or (s) of the definition of "Permitted Investments" (as defined in the Prior Credit Agreement);

(viii) [reserved];

(ix) the Parent Borrower or any of its Restricted Subsidiaries in respect of reimbursement obligations in respect of any letters of credit permitted under this Agreement;

(x) the Parent Borrower or any of its Restricted Subsidiaries in respect of performance, bid, appeal, surety, judgment, replevin and similar bonds, other suretyship arrangements, other similar obligations and letters of credit, bankers' acceptances or similar instruments or obligations, all in, or relating to liabilities or obligations incurred in, the ordinary course of business;

(xi) the Parent Borrower or any of its Restricted Subsidiaries in respect of Indebtedness or other obligations of a Person in connection with a joint venture or similar arrangement in respect of which the aggregate outstanding amount of all such Indebtedness does not exceed the greater of \$90,000,000 and 3.0% of Consolidated Total Assets; and

(xii) the guarantee by the Parent Borrower or any of its Restricted Subsidiaries of Indebtedness and cash management pooling obligations and arrangements of the Parent Guarantor or a Restricted Subsidiary of the Parent Guarantor (treating the EMEA JV and any other Permitted Joint Venture as Restricted Subsidiaries for this purpose);

provided, however, that if any Indebtedness referred to in clauses (i) through (iv) above is subordinated in right of payment to the Obligations or is secured by Liens that are senior or subordinate to any Liens securing the Collateral, then any corresponding Guarantee Obligations shall be subordinated and the Liens securing the corresponding Guarantee Obligations shall be senior or subordinate to substantially the same extent;

(g) Purchase Money Obligations and Capital Lease Obligations, and other Indebtedness incurred by the Parent Borrower or any of its Restricted Subsidiaries to finance or refinance the acquisition, leasing, construction or improvement of fixed assets or other property; provided, however, that the aggregate principal amount of any

such Purchase Money Obligations incurred to finance the acquisition of Capital Stock of any Person at any time outstanding pursuant to this clause (g) shall not exceed an amount equal to the greater of (x) \$150,000,000 and (y) 5.0% of Consolidated Total Assets;

(h) [reserved];

(i) renewals, extensions, refinancings and refundings of Indebtedness (in whole or in part) permitted by:

(i) clause (d) or (g) above or this clause (i)(i) provided, however, that (A) any such renewal, extension, refinancing or refunding is in an aggregate principal amount not greater than the principal amount (or accreted value, if applicable) of such Indebtedness so renewed, extended, refinanced or refunded (plus accrued interest, any premium and reasonable commission, fees, underwriting discounts and other costs and expenses incurred in connection with such refinanced Indebtedness) and (B) such Indebtedness has a weighted average life to maturity no shorter than the remaining weighted average life to maturity of the Indebtedness so renewed, extended, refinanced or refunded; and

(ii) clause (m) hereof or this clause (i)(ii); provided, however, that (A) any such renewal, extension, refinancing or refunding is in an aggregate principal amount (or, if issued with original issue discount, the accreted value) not greater than the principal amount (or accreted value, if applicable) of such Indebtedness so renewed, extended, refinanced or refunded (plus accrued interest, any premium and reasonable commission, fees, underwriting discounts and other costs and expenses, incurred in connection with such refinanced Indebtedness), (B) with respect to Indebtedness originally incurred under clause (m), such Indebtedness has a Stated Maturity date that is (i) at least 91 days after the Termination Date or (ii) in respect of Indebtedness with a Stated Maturity earlier than 91 days after the Termination Date, not earlier than the Stated Maturity date of the Indebtedness that is renewed, extended, refinanced or refunded, (C) if secured by any Collateral, such Indebtedness shall be subject to the terms of an Intercreditor Agreement, and (D) such renewed, extended, refinanced or refunded Indebtedness shall not include Indebtedness of a Restricted Subsidiary that is not a Loan Party that refinances Indebtedness of a Loan Party that could not have been initially incurred by such Restricted Subsidiary pursuant to this Subsection 8.13;

(j) Indebtedness of the Parent Borrower or any Restricted Subsidiary (treating the EMEA JV and any other Permitted Joint Venture as Restricted Subsidiaries for this purpose) to the Parent or the Parent Guarantor or any of its Subsidiaries (treating the EMEA JV and any other Permitted Joint Venture as Subsidiaries for this purpose);

(k) Indebtedness incurred under any agreement pursuant to which a Person provides cash management services or similar financial accommodations to the Parent

Borrower or any of its Restricted Subsidiaries (including any Cash Management Arrangements);

(l) [reserved];

(m) Indebtedness incurred or assumed in connection with, or as a result of, a Permitted Acquisition or any other acquisition not prohibited by this Agreement so long as: (i) [reserved], (ii) before and after giving effect thereto, no Specified Default or Event of Default known to the Parent Borrower has occurred and is continuing, and (iii) with respect to any newly incurred Indebtedness, such Indebtedness does not have any maturity or amortization rate greater than 1.0% per annum prior to the date that is 91 days after the Termination Date (other than (x) mandatory prepayments with proceeds of and exchanges for refinancing Indebtedness in respect thereof permitted hereunder or (y) an earlier maturity date and/or higher amortization rate for customary bridge financings, which, subject to customary conditions, would either be automatically converted into or required to be exchanged for permanent financing which does not provide for an earlier maturity date or an amortization rate greater than 1.0% per annum prior to the date that is 91 days after the Termination Date and other mandatory prepayments with proceeds of and exchanges for refinancing Indebtedness in respect thereof permitted hereunder); it being understood that, in the event that any such Indebtedness incurred under this Subsection 8.13(m) is incurred in good faith to finance the purchase price of any such acquisition in advance of the closing of such acquisition, and such closing shall thereafter not occur and such Indebtedness (or an equal principal amount of other Indebtedness) is redeemed, repaid or otherwise retired promptly after the Parent Borrower determines that such transaction has been abandoned, such Indebtedness shall be deemed to comply with this Subsection 8.13(m);

(n) Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries incurred to finance insurance premiums in the ordinary course of business;

(o) Indebtedness (A) arising from the honoring of a check, draft or similar instrument against insufficient funds and which is extinguished within five Business Days of its incurrence; or (B) consisting of indemnities, obligations in respect of earnouts or other purchase price adjustments, or similar obligations, created, incurred or assumed in connection with the acquisition or disposition of any business, assets or Person;

(p) Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries in respect of Capital Lease Obligations which have been funded solely by Investments of the Parent Borrower and its Restricted Subsidiaries permitted under clause (o) of the definition of "Permitted Investments" (as defined in the Prior Credit Agreement);

(q) Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries arising in connection with industrial development or revenue bonds or similar obligations secured by property or assets leased to and operated by the Parent Borrower or such Restricted Subsidiary that were issued in connection with the financing or

refinancing of such property or assets, provided, that the aggregate principal amount of such Indebtedness outstanding at any time shall not exceed \$25,000,000;

(r) Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries in respect of obligations evidenced by bonds, debentures, notes or similar instruments issued as payment-in-kind interest payments in respect of Indebtedness otherwise permitted hereunder;

(s) accretion of the principal amount of Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries otherwise permitted hereunder issued at any original issue discount;

(t) Indebtedness of the Parent Borrower and its Restricted Subsidiaries under Hedging Agreements;

(u) Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries in respect of any Sale and Leaseback Transaction;

(v) [reserved];

(w) other Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries; provided that the aggregate amount outstanding at any time of such Indebtedness incurred or assumed pursuant to this clause (w), when aggregated with all other Indebtedness incurred or assumed and outstanding pursuant to this clause (w) and all Guarantee Obligations incurred and outstanding pursuant to Subsection 8.13(f)(iv), shall not exceed the greater of (i) \$150,000,000 and (ii) the amount equal to 5.0% of the Consolidated Total Assets at the time of incurrence of such Indebtedness;

(x) Indebtedness in respect of performance, bid, appeal, surety, judgment, replevin and similar bonds, other suretyship arrangements, other similar obligations, letters of credit, bankers' acceptances or similar instruments or obligations, and take-or-pay obligations under supply arrangements, all provided in, or relating to liabilities or obligations incurred in, the ordinary course of business, including those issued to government entities in connection with self-insurance under applicable workers' compensation statutes;

(y) the incurrence by the Parent Borrower or any of its Restricted Subsidiaries of intercompany Indebtedness and cash management pooling obligations and arrangements between or among the Parent Guarantor and any of its Restricted Subsidiaries (treating the EMEA JV and any other Permitted Joint Venture as Restricted Subsidiaries for this purpose); provided, however, that:

(A) if any Loan Party is the obligor on such Indebtedness (other than cash management pooling obligations and arrangements and Indebtedness owed to the EMEA JV and any other Permitted Joint Venture) and the payee is not a Loan Party, such Indebtedness must be expressly subordinated to the prior payment in full in cash of all Obligations then due with respect to the Facility

under the Loan Documents and the Guarantees given under the Loan Documents; and

(B) (x) any subsequent issuance or transfer of Capital Stock that results in any such Indebtedness being held by a Person other than the Parent Borrower or a Restricted Subsidiary of the Parent Borrower and (y) any sale or other transfer of any such Indebtedness to a Person that is not either the Parent Borrower or a Restricted Subsidiary of the Parent Borrower, will be deemed, in each case, to constitute an incurrence of such Indebtedness by the Parent Borrower or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (y);

(z) Indebtedness incurred by a Receivables Subsidiary in a Qualified Receivables Financing that is not recourse to the Parent Borrower or any Restricted Subsidiary of the Parent Borrower other than a Receivables Subsidiary (except for Standard Securitization Undertakings);

(aa) Contribution Indebtedness; and

(bb) Manufacturer Support Indebtedness, Deposit Financings and Vendor Financings at any time outstanding not to exceed in the aggregate 3.0% of Consolidated Total Assets.

For purposes of determining compliance with and the outstanding principal amount of any particular Indebtedness (including Guarantee Obligations) incurred pursuant to and in compliance with, this Subsection 8.13, (i) in the event that any Indebtedness (including Guarantee Obligations) meets the criteria of more than one of the types of Indebtedness (including Guarantee Obligations) described in one or more clauses of this Subsection 8.13, the Parent Guarantor, in its sole discretion, shall classify such item of Indebtedness and may include the amount and type of such Indebtedness in one or more of the clauses of this Subsection 8.13 (including in part under one such clause and in part under another such clause), (ii) the amount of any Indebtedness denominated in any currency other than Dollars shall be calculated based on customary currency exchange rates in effect, in the case of such Indebtedness incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness), on the date that such Indebtedness was incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness); provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than Dollars (or in a different currency from the Indebtedness being refinanced), and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (1) the principal amount of such Indebtedness being refinanced plus (2) the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses (including accrued and unpaid interest) incurred or payable in connection with such refinancing, (iii) if any Indebtedness is incurred to refinance Indebtedness initially incurred in reliance on a basket measured by reference to a percentage of Consolidated Total Assets at the time of incurrence, and such refinancing would



cause the percentage of Consolidated Total Assets restriction to be exceeded if calculated based on the Consolidated Total Assets on the date of such refinancing, such percentage of Consolidated Total Assets restriction shall not be deemed to be exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced, plus the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses (including accrued and unpaid interest) incurred or payable in connection with such refinancing, (iv) the amount of Indebtedness issued at a price that is less than the principal amount thereof shall be equal to the amount of the liability in respect thereof determined in accordance with GAAP, and (v) the principal amount of Indebtedness outstanding under any subclause of this Subsection 8.13 shall be determined after giving effect to the application of proceeds of any such Indebtedness to refinance any such other Indebtedness.

Subsection 8.14 Limitations on Liens. Create or suffer to exist, any Lien upon or with respect to any of their respective properties or assets, whether now owned or hereafter acquired, or assign, or permit any of their respective Restricted Subsidiaries to assign, any right to receive income, except for the following (collectively, "Permitted Liens"):

(a) Liens created pursuant to the Loan Documents or otherwise securing, directly or indirectly, ~~the~~(x) Obligations in respect of the Initial Loans or (y) any other Obligations or other Indebtedness permitted by Subsection 8.13(b);

(b) Liens existing on the Closing Date;

(c) Customary Permitted Liens;

(d) Liens (including Purchase Money Obligation Liens) granted by the Parent Borrower or any of its Restricted Subsidiaries (including the interest of a lessor under a Capital Lease Obligation and Liens to which any property is subject at the time, on or after the Closing Date, of the Parent Borrower's or such Restricted Subsidiary's acquisition thereof) securing Indebtedness of the Parent Borrower and its Restricted Subsidiaries permitted under Subsection 8.13(g) and limited in each case to the property purchased with the proceeds of such Indebtedness or subject to such Lien or Capital Lease Obligation;

(e) any Lien securing the renewal, extension, refinancing or refunding of any Indebtedness secured by any Lien permitted by clause (a), (b) or (d) above, clause (l), (q) or (x) below, or this clause (e); provided that (A) in the case of any renewal, extension, refinancing or refunding of Indebtedness secured by any Lien permitted by clause (x) below any such Indebtedness shall be secured on a junior basis with this Facility with respect to the Collateral, (B) in the case of any renewal, extension, refinancing or refunding of Indebtedness secured by any Lien permitted by clause (b) or (d) above (or successive renewals, extensions, refinancings or refundings thereof) such renewal, extension, refinancing or refunding is made without any change in the class or category of assets or property subject to such Lien and no such Lien is extended to cover any additional class or category of assets or property, (C) in the case of any renewal, extension, refinancing or refunding of Indebtedness secured by any

Lien permitted by clause (l) below (or successive renewals, extensions, refinancings or refundings thereof), such Lien does not extend to cover any other assets or property (other than the proceeds or products thereof and after-acquired property subjected to a Lien pursuant to terms existing at the time of such acquisition, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition), (D) in the case of any renewal, extension, refinancing or refunding of Indebtedness secured by any Lien permitted by clause (q) below (or successive renewals, extensions, refinancings or refundings thereof), such Liens do not encumber any assets or property other than Collateral (with the priority of such Liens in the Collateral being as set forth in an Intercreditor Agreement); and (E) in the case of any renewal, extension, refinancing or refunding of Indebtedness of the Parent Borrower and its Restricted Subsidiaries permitted by Subsection 8.13(i) (or successive renewals, extensions, refinancings or refundings thereof), that the principal amount of such Indebtedness is not increased except as permitted by Subsection 8.13(i);

(f) Liens on accounts receivable and related assets of the type specified in the definition of "Receivables Financing" incurred in connection with a Qualified Receivables Financing;

(g) Liens in favor of lessors securing operating leases permitted hereunder;

(h) statutory or common law Liens or rights of setoff of depository banks or securities intermediaries with respect to deposit accounts, securities accounts or other funds of the Parent Borrower or any Restricted Subsidiary maintained at such banks or intermediaries, including to secure fees and charges in connection with returned items or the standard fees and charges of such banks or intermediaries in connection with the deposit accounts, securities accounts or other funds maintained by the Parent Borrower or such Restricted Subsidiary at such banks or intermediaries (excluding any Indebtedness for borrowed money owing by the Parent Borrower or such Restricted Subsidiary to such banks or intermediaries);

(i) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Parent Borrower or its Restricted Subsidiaries in the ordinary course of business;

(j) Liens on the property or assets described in Subsection 8.13(p) in respect of Indebtedness of the Parent Borrower and its Restricted Subsidiaries permitted by Subsection 8.13(p);

(k) (i) Liens on the property or assets described in Subsection 8.13(q) in respect of Indebtedness of the Parent Borrower and its Subsidiaries permitted by Subsection 8.13(q) or (ii) Liens on cash, Cash Equivalents and Temporary Cash Investments in respect of obligations described in Subsection 8.13(x) (whether or not such obligations constitute Indebtedness);



(l) Liens securing Indebtedness of the Parent Borrower and its Restricted Subsidiaries permitted by Subsection 8.13(m) assumed in connection with any Permitted Acquisition (other than Liens on the Capital Stock of any Person that becomes a Restricted Subsidiary); provided that (i) such Lien was not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary, (ii) such Lien does not extend to cover any other assets or property (other than the proceeds or products thereof and after-acquired property subjected to a Lien pursuant to terms existing at the time of such acquisition, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition) and (iii) such Lien shall be created no later than the later of the date of such acquisition or the date of the assumption of such Indebtedness (other than as permitted by clause (ii) above);

(m) any encumbrance or restriction (including put and call agreements) with respect to the Capital Stock of any joint venture or similar arrangement pursuant to the joint venture or similar agreement with respect to such joint venture or similar arrangement;

(n) leases, subleases, licenses or sublicenses to or from third parties;

(o) Liens in respect of Guarantee Obligations permitted under Subsection 8.13(f) relating to Indebtedness of the Parent Borrower and its Restricted Subsidiaries otherwise permitted under Subsection 8.13, to the extent that Liens in respect of such Indebtedness are permitted under this Subsection 8.14;

(p) [reserved];

(q) Liens securing Indebtedness permitted by Subsections 8.13(k) and 8.13(t), provided that to the extent that the Borrower Representative determines to secure such Indebtedness permitted by Subsection 8.13(k) or 8.13(t) with a Lien on any Collateral on a basis *pari passu* in priority with the Liens securing the amounts due under the Facility and with a higher payment priority pursuant to Subsection 10.15 than clause “fifth” (Hedging Agreements or Cash Management Arrangements otherwise secured under the Security Documents), (x) only in respect of (i) any Bank Products Agreements constituting such Indebtedness permitted by Subsection 8.13(k) that are designated as Designated Cash Management Agreements and (ii) any Hedging Agreements constituting such Indebtedness permitted by Subsection 8.13(t) that are designated as Designated Hedging Agreements, in each case in accordance with the terms of Subsection 11.22 and (y) provided that the Borrower Representative shall designate the other party to such Bank Products Agreement or Hedging Agreement, as the case may be, as a Bank Products Affiliate or a Hedging Affiliate for the purposes of the Guarantee and Collateral Agreement in accordance with the terms of Subsection 11.22;

(r) Liens securing Indebtedness permitted by Subsection 8.13(u);

(s) Liens on Capital Stock of an Unrestricted Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary;

(t) Liens on equipment of the Parent Borrower or any of its Restricted Subsidiaries granted in the ordinary course of business to clients of which such equipment is located;

(u) Liens securing insurance premium financing arrangements, provided that such Lien is limited to the applicable insurance contracts;

(v) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(w) Liens securing Manufacturer Support Indebtedness, provided that such Liens only secure the helicopter or fixed-wing aircraft purchased from such manufacturer and any assets or contract rights related thereto;

(x) Liens in favor of the Parent Borrower or any of its Restricted Subsidiaries; and

(y) Liens on assets of the Parent Borrower or any of its Restricted Subsidiaries not otherwise permitted by the foregoing clauses of this Subsection 8.14 securing obligations or other liabilities of the Parent Borrower or any of its Restricted Subsidiaries; provided that the aggregate outstanding amount of obligations and liabilities secured by such Liens (when created), when aggregated with the amount of all other obligations and liabilities secured by other Liens incurred and outstanding under this clause (y), shall not exceed \$10,000,000; provided further that any Lien securing Indebtedness created pursuant to this clause (y) on Collateral shall be junior to the Lien on Collateral securing the Obligations under this Facility and subject to the terms of an Intercreditor Agreement or otherwise be on terms reasonably satisfactory to the Administrative Agent;

provided that, notwithstanding anything in this Agreement to the contrary, ~~except for Customary Permitted Liens and Liens permitted under Subsection 8.14(h),~~ there shall be no Lien on any Restructured Aircraft ~~that ranks pari passu with or senior to the Lien on such~~except for Restructured Aircraft ~~created pursuant to the Loan Documents securing the Secured Obligations in respect of the Loans deemed made on the Closing Date pursuant to Liens and Liens permitted under Subsection 2.18.14(a)(x).~~

For purposes of determining compliance with this Subsection 8.14, (i) a Lien need not be incurred solely by reference to one category of Permitted Liens described in this Subsection 8.14 but may be incurred under any combination of such categories (including in part under one such category and in part under any other such category), (ii) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens, the Borrower Representative shall, in its sole discretion, classify or reclassify such Lien (or any portion thereof) and may include the amount and type of such Lien in one

or more of the clauses of this Subsection 8.14, (iii) if any Liens securing Indebtedness are incurred to refinance Liens securing Indebtedness initially incurred in reliance on a basket measured by reference to a percentage of Consolidated Total Assets at the time of incurrence, and such refinancing would cause the percentage of Consolidated Total Assets restriction to be exceeded if calculated based on the Consolidated Total Assets on the date of such refinancing, such percentage of Consolidated Total Assets restriction shall not be deemed to be exceeded so long as the principal amount of such Indebtedness secured by such Liens does not exceed the principal amount of such Indebtedness secured by such Liens being refinanced, plus the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses (including accrued and unpaid interest) incurred or payable in connection with such refinancing, and (iv) it is understood that a Lien securing Indebtedness that is permitted by the foregoing provisions of this Subsection 8.14 may secure Debt Obligations with respect to such Indebtedness.

#### SECTION 9. Events of Default

Subsection 9.1 Events of Default. Any of the following from and after the Closing Date shall constitute an event of default:

(a) (i) Any of the Borrowers shall fail to pay any principal of any Loan when due in accordance with the terms hereof (whether at Stated Maturity, by mandatory prepayment or otherwise) or (ii) any of the Borrowers shall fail to pay any interest on any Loan, or any other amount payable hereunder, within five Business Days after any such interest or other amount has become due in accordance with the terms hereof; or

(b) Any representation or warranty made or deemed made by the Parent Guarantor or Loan Party herein or in any other Loan Document (or in any amendment, modification or supplement hereto or thereto) or which is contained in any certificate furnished at any time by or on behalf of the Parent Guarantor or Loan Party pursuant to this Agreement or any such other Loan Document shall prove to have been incorrect in any material respect on or as of the date made or deemed made; or

(c) [reserved]; or

(d) The Parent Guarantor or Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in clauses (a) through (c) of this Subsection 9.1), and such default shall continue unremedied for a period of 60 days (or 180 days in the case of a Reporting Failure) after the date on which written notice thereof shall have been given to the Borrower Representative by the Administrative Agent or the Required Lenders; or

(e) (i) Any Loan Party or any of its Restricted Subsidiaries shall default in (x) any payment of principal of or interest on any Material Indebtedness or (y) in the payment of any Material Guarantee Obligation, beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness or Guarantee

Obligation was created; (ii) any Loan Party or any of its Restricted Subsidiaries shall default in the observance or performance of any other agreement or condition relating to any Material Indebtedness or Material Guarantee Obligation contained in any instrument or agreement evidencing, securing or relating thereto (other than a default in the observance of any financial maintenance covenant, or a failure to provide notice of a default or an event of default under such instrument or agreement),, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Material Indebtedness or beneficiary or beneficiaries of such Material Guarantee Obligation (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice or lapse of time if required, such Material Indebtedness to become due prior to its Stated Maturity or such Material Guarantee Obligation to become payable (an “Acceleration”; and the term “Accelerated” shall have a correlative meaning), and such time shall have lapsed and, if any notice (a “Default Notice”) shall be required to commence a grace period or declare the occurrence of an event of default before notice of Acceleration may be delivered, such Default Notice shall have been given and (in the case of the preceding clause (i) or this clause (ii)) such default, event or condition shall not have been remedied or waived by or on behalf of the holder or holders of such Material Indebtedness or Material Guarantee Obligation (provided that this clause (ii) shall not apply to (x) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder or (y) any termination event or equivalent event pursuant to the terms of any Hedging Agreement); (iii) [reserved]; (iv) the Parent Guarantor or any of its Restricted Subsidiaries other than the Loan Parties shall default in (x) any payment of principal of or interest on any Material Indebtedness or (y) in the payment of any Material Guarantee Obligation, beyond the period of grace, if any, provided in the instrument or agreement under which such Material Indebtedness or Material Guarantee Obligation was created; or (v) the Parent Guarantor or any of its Restricted Subsidiaries other than the Loan Parties shall default in the observance or performance of any other agreement or condition relating to any Material Indebtedness or Material Guarantee Obligation or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist such that such Material Indebtedness or Material Guarantee Obligation shall have been Accelerated and such Acceleration shall not have been rescinded; or

(f) If (i) the Parent Guarantor or any Material Subsidiary of the Parent Guarantor shall commence any case, proceeding or other action (other than any case, proceeding or other action relating to the solvent reorganization of any Material Subsidiary of the Parent Guarantor (other than the Loan Parties)) (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, interim receiver, receivers, receiver and manager, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Parent Guarantor or any Material Subsidiary of the Parent Guarantor shall make

a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Parent Guarantor or any Material Subsidiary of the Parent Guarantor any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged, unstayed or unbonded for a period of 60 days; or (iii) there shall be commenced against the Parent Guarantor or any Material Subsidiary of the Parent Guarantor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Parent Guarantor or any Material Subsidiary of the Parent Guarantor shall take any corporate or other similar organizational action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) the Parent Guarantor or any Material Subsidiary of the Parent Guarantor shall be generally unable to, or shall admit in writing its general inability to, pay its debts as they become due; or

(g) (i) Any Person shall engage in any “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any failure to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC or a Plan shall arise on the assets of any Borrower, Restricted Subsidiary or Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is in the reasonable opinion of the Administrative Agent likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA other than a standard termination pursuant to Section 4041(b) of ERISA, (v) either of the Parent Guarantor or any Commonly Controlled Entity shall, or in the reasonable opinion of the Administrative Agent is reasonably likely to, incur any liability in connection with a withdrawal from, or the Insolvency or ERISA Reorganization of, a Multiemployer Plan, or (vi) any other event or condition shall occur or exist with respect to a Plan or Foreign Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions, if any, would be reasonably expected to result in a Material Adverse Effect; or

(h) One or more judgments or decrees shall be entered against the Parent Guarantor or any Material Subsidiary of the Parent Guarantor involving in the aggregate at any time a liability (net of any insurance or indemnity payments actually received in respect thereof prior to or within 60 days from the entry thereof, or to be received in respect thereof in the event any appeal thereof shall be unsuccessful) of \$50,000,000 or more (in respect of which any right of appeal, judicial review or other judicial review process has lapsed or has been exhausted or foregone), and all such

judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof; or

(i) (i) Any material provision of any Security Document shall cease for any reason to be in full force and effect (other than (x) pursuant to the terms hereof or thereof or (y) by reason of any act or omission by the Administrative Agent or any Lender), or any Loan Party which is a party to any such Security Document shall so assert in writing, or (ii) the Lien created by any of the Security Documents shall cease to be created or perfected in accordance with (and to the extent required by) the terms of the Loan Documents with respect to any portion of the Collateral in excess of \$25,000,000 (x) in connection with any termination of such Lien in respect of any Collateral as permitted hereby or by any Security Document, (y) by reason of any act or omission by the Administrative Agent, the Collateral Agent or any Lender to take any action necessary to secure the validity or perfection of such Lien or (z) to the extent covered by a lender's title insurance policy provided by an insurer reasonably acceptable to the Administrative Agent), and such failure of such Lien to be created or perfected shall have continued unremedied for a period of 20 days;

~~[REDACTED]~~

provided that no such event shall constitute an event of default if arising from (1) the commencement or continuation of the Chapter 11 Cases or relating to any other supplemental, analogous or alternative case or liquidation process involving any of the Affiliate Guarantors, the Loan Parties or their respective Affiliates or any other person commenced in any other jurisdiction, (including the Canadian Case and the Cayman Case, each a "Foreign Proceeding" and collectively, the "Foreign Proceedings") that was commenced at any time prior to January 1, 2018 in respect of any of the Affiliate Guarantors, the Loan Parties or their respective Affiliates, but only so long as the continuation of such Foreign Proceeding does not materially adversely affect the applicable Affiliate Guarantor, the Loan Party or Affiliate's position, or the position of any Lender or Agent, under the Loan Documents and, in the case of any of the Affiliate Guarantors or the Loan Parties, Foreign Proceedings filed after the Closing Date shall be limited to those necessary to recognize or enforce the Chapter 11 Plan in another jurisdiction, or (2) any Event of Default arising from the commencement or continuation of any Foreign Proceeding at any time prior to January 1, 2018 in respect of a person that is not an Affiliate Guarantor, a Loan Party or an Affiliate thereof; provided further that, notwithstanding anything to the contrary contained in this Section 9, any failure of any Affiliate Guarantor or Loan Party to perform or observe any covenant, condition or agreement shall not constitute an Event of Default if such failure or error arises, in respect of any Abandoned Aircraft.

Subsection 9.2 Remedies Upon an Event of Default. (a) If any Event of Default occurs and is continuing, then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of Subsection 9.1(f) with respect to any Borrower, the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement shall immediately and automatically become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required



Lenders, the Administrative Agent shall, by notice to the Borrower Representative, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement to be due and payable forthwith, whereupon the same shall immediately become due and payable.

(b) Except as expressly provided above in this Section 9, to the maximum extent permitted by applicable law, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

#### SECTION 10. The Agents

Subsection 10.1 Appointment. (a) Each Lender hereby irrevocably designates and appoints the Agents as the agents of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes each Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to or required of such Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Agents shall not have any duties or responsibilities, except, in the case of the Administrative Agent and the Collateral Agent, those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against any Agent.

(b) Each of the Agents may perform any of their respective duties under this Agreement, the other Loan Documents and any other instruments and agreements referred to herein or therein by or through its respective officers, directors, agents, employees or affiliates, or delegate any and all such rights and powers to, any one or more sub-agents appointed by such Agent (it being understood and agreed, for avoidance of doubt and without limiting the generality of the foregoing, that the Administrative Agent and the Collateral Agent may perform any of their respective duties under the Security Documents by or through one or more of their respective affiliates). Each Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Section 10 shall apply to any such sub-agent and to the Related Parties of each Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Agent.

(c) Except for Subsections 10.5, 10.8(a), 10.8(b), 10.8(c), 10.8(e), 10.13 and (to the extent of the Borrowers' rights thereunder and the conditions included therein) 10.9, the provisions of this Section 10 are solely for the benefit of the Agents and the Lenders, and no Borrower or any other Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Subsection 10.2 The Agents and Affiliates. Each person serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent and the term "Lender" or

“Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include each person serving as an Agent hereunder in its individual capacity. Such person and its affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with Holdings, the Parent Borrower or any Subsidiary or other Affiliate thereof as if such person were not an Agent hereunder and without any duty to account therefor to the Lenders.

Subsection 10.3 Action by an Agent. In performing its functions and duties under this Agreement, each Agent shall act solely as an agent for the Lenders and, as applicable, the other Secured Parties, and no Agent assumes any (and shall not be deemed to have assumed any) relationship of agency or trust with or for the Parent Borrower or any of its Subsidiaries. Each Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact (including the Collateral Agent in the case of the Administrative Agent), and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact or counsel selected by it with reasonable care.

Subsection 10.4 Exculpatory Provisions. (a) No Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, no Agent:

(i) shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that such Agent shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable Requirement of Law; provided further that the Collateral Agent may refrain from taking any such action unless it receives written instruction to do so by the Administrative Agent; and

(iii) shall, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrowers or any of their Affiliates that is communicated to or obtained by the person serving as such Agent or any of its affiliates in any capacity.

(b) No Agent shall be liable for any action taken or not taken by it (x) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Subsection 9.2 or 11.1, as applicable), (y) in the absence of its own bad faith, gross negligence or willful misconduct or (z) in the case of the Collateral Agent, with the consent or at the request of the Administrative Agent. No



Agent shall be deemed to have knowledge of any Default unless and until notice describing such Default is given to such Agent by a Borrower or a Lender.

(c) No Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the creation, perfection or priority of any Lien purported to be created by the Security Documents or (v) the satisfaction of any condition set forth in Section 6 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to such Agent. Without limiting the generality of the foregoing, the use of the term “agent” in this Agreement with reference to the Administrative Agent or the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term as used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties.

(d) Each party to this Agreement acknowledges and agrees that the Agents may use an outside service provider for the tracking of all UCC financing statements required to be filed pursuant to the Loan Documents and notification to any Agent of, among other things, the upcoming lapse or expiration thereof, and that any such service provider will be deemed to be acting at the request and on behalf of the Borrowers and the other Loan Parties. No Agent shall be liable for any action taken or not taken by any such service provider.

Subsection 10.5 Acknowledgement and Representations by Lenders. Each Lender expressly acknowledges that none of the Agents nor any of their officers, directors, employees, agents, attorneys-in-fact or affiliates has made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of the Parent Borrower or any other Loan Party, shall be deemed to constitute any representation or warranty by such Agent to any Lender. Each Lender further represents and warrants to the Agents and each of the Loan Parties that it has had the opportunity to review each document made available to it on the Platform in connection with this Agreement and has acknowledged and accepted the terms and conditions applicable to the recipients thereof. Each Lender represents to the Agents and each of the Loan Parties that, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, it has made and will make, its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of Holdings and the Parent Borrower and the other Loan Parties, it has made its own decision to make its Loans hereunder and enter into this Agreement and it will make its own decisions in taking or not taking any action under this Agreement and the other Loan Documents and, except as expressly provided in this Agreement, none of the Agents shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender or the holder of any Note with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter. Each Lender

(other than, in the case of clause (i), an Affiliated Lender, any Parent Entity or any Unrestricted Subsidiary) represents to each other party hereto (i) that it is a bank, savings and loan association or other similar savings institution, insurance company, investment fund or company or other financial institution which makes or acquires commercial loans in the ordinary course of its business, that it is participating hereunder as a Lender for such commercial purposes, and (ii) that it has the knowledge and experience to be and is capable of evaluating the merits and risks of being a Lender hereunder. Each Lender acknowledges and agrees to comply with the provisions of Subsection 11.6 applicable to the Lenders hereunder.

Subsection 10.6 Indemnity; Reimbursement by Lenders. (a) To the extent that the Parent Borrower or any other Loan Party for any reason fails to indefeasibly pay any amount required under Subsection 11.5 to be paid by it to the Administrative Agent (or any sub-agent thereof), the Collateral Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender severally agrees to pay ratably according to their respective Commitment Percentages in effect on the date on which the applicable unreimbursed expense or indemnity payment is sought under this Subsection 10.6 (or, if the applicable unreimbursed expense or indemnity payment is sought after the date upon which the Loans shall have been paid in full, ratably in accordance with their Commitment Percentages, immediately prior to such date) such unpaid amount (such indemnity shall be effective whether or not the related losses, claims, damages, liabilities and related expenses are incurred or asserted by any party hereto or any third party); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent (or any sub-agent thereof), or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent (or any sub-agent thereof) in connection with such capacity. The obligations of the Lenders under this Subsection 10.6 are subject to the provisions of Subsection 4.8.

(b) Any Agent shall be fully justified in failing or refusing to take any action hereunder and under any other Loan Document (except actions expressly required to be taken by it hereunder or under the Loan Documents) unless it shall first be indemnified to its satisfaction by the Lenders pro rata against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action.

(c) All amounts due under this Subsection 10.6 shall be payable not later than three Business Days after demand therefor. The agreements in this Subsection 10.6 shall survive the payment of the Loans and all other amounts payable hereunder.

Subsection 10.7 Right to Request and Act on Instructions. (a) Each Agent may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the Loan Documents an Agent is permitted or desires to take or to grant, and if such instructions are promptly requested, the requesting Agent shall be absolutely entitled as between itself and the Lenders to refrain from taking any action or to withhold any approval and shall not be under any liability whatsoever to any Lender for refraining from any action or withholding any approval under any of the Loan Documents until it shall have received such instructions from the Required Lenders or all or such other portion of the Lenders as shall be prescribed by this Agreement. Without limiting

the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of an Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (or all or such other portion of the Lenders as shall be prescribed by this Agreement) and, notwithstanding the instructions of the Required Lenders (or such other applicable portion of the Lenders), an Agent shall have no obligation to any Lender to take any action if it believes, in good faith, that such action would violate applicable law or exposes an Agent to any liability for which it has not received satisfactory indemnification in accordance with the provisions of Subsection 10.6.

(b) Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Each Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall be entitled to rely upon the advice of any such counsel, accountants or experts and shall not be liable for any action taken or not taken by it in accordance with such advice.

Subsection 10.8 Collateral Matters. (a) Each Lender authorizes and directs the Collateral Agent and/or the Administrative Agent to enter into (x) the Security Documents and any Intercreditor Agreement for the benefit of the Lenders and the other Secured Parties, (y) any amendments or waivers of or supplements to or other modifications to the Security Documents and any Intercreditor Agreement in connection with the incurrence by any Loan Party or any Subsidiary thereof of additional Indebtedness permitted to be secured by lien on Collateral pursuant to Subsection 8.14 (each an “Intercreditor Agreement Supplement”) to permit such additional Indebtedness to be secured by a valid, perfected lien (with such priority as may be designated by the Borrower Representative or relevant Subsidiary, to the extent that such priority is permitted by the Loan Documents) and (z) any amendments provided for under Subsections 2.6, 2.7 and 2.8, respectively. Each Lender hereby agrees, and each holder of any Revolving Credit Note by the acceptance thereof will be deemed to agree, that, except as otherwise set forth herein, any action taken by the Administrative Agent, Collateral Agent or the Required Lenders in accordance with the provisions of this Agreement, the Security Documents, any Intercreditor Agreement, any Intercreditor Agreement Supplement, or any agreement required in connection with an Incremental Facility pursuant to Subsection 2.6, any agreement required in connection with a Refinancing Amendment pursuant to Subsection 2.7 and any agreement required in connection with an Extension Offer pursuant to Subsection 2.8, and the exercise by the Agents or the Required Lenders of the powers set forth herein or therein, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all of the Lenders. Each of the Collateral Agent and the

Administrative Agent is hereby authorized on behalf of all of the Lenders, without the necessity of any notice to or further consent from any Lender, from time to time, to take any action with respect to any applicable Collateral or Security Documents which may be necessary to perfect and maintain perfected the security interest in and liens upon the Collateral granted pursuant to the Security Documents. Each Lender agrees that it will not have any right individually to enforce or seek to enforce any Security Document or to realize upon any Collateral for the Loans unless instructed to do so by the Collateral Agent or the Administrative Agent, as applicable, it being understood and agreed that such rights and remedies may be exercised only by the Collateral Agent or the Administrative Agent or any of their respective sub-agents or designees. The Administrative Agent may grant extensions of time for the creation and perfection of security interests in or the obtaining of title insurance, legal opinions or other deliverables with respect to particular assets or the provision of any guarantee by any Subsidiary (including extensions beyond the Closing Date or in connection with assets acquired, or Subsidiaries formed or acquired, after the Closing Date) where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Security Documents. Notwithstanding any provision herein to the contrary herein or in any Security Document, the Administrative Agent shall undertake all decisions related to all enforcement actions against the Loan Parties and their properties and assets (including the Collateral) and in the absence of its own bad faith, gross negligence or willful misconduct, the Collateral Agent shall have no liability for following the Administrative Agent's instructions.

(b) The Lenders hereby authorize each Agent, in each case at its option and in its discretion, (A) to release or subordinate any Lien granted to or held by such Agent upon any Collateral (i) upon payment and satisfaction of all of the Obligations under the Loan Documents at any time arising under or in respect of this Agreement or the Loan Documents or the transactions contemplated hereby or thereby that are then due and unpaid, (ii) constituting property being sold or otherwise disposed of (to Persons other than a Loan Party) upon the sale or other disposition thereof, (iii) owned by any Subsidiary Guarantor that becomes an Excluded Subsidiary or ceases to be a Restricted Subsidiary of the Parent Borrower or constituting Capital Stock of an Excluded Subsidiary, (iv) if approved, authorized or ratified in writing by the Required Lenders (or such greater amount, to the extent required by Subsection 11.1), (v) constituting Non-Core Assets or (vi) as otherwise may be expressly provided in the relevant Security Documents, (B) at the written request of the Borrower Representative to subordinate any Lien on any Excluded Assets or any other property granted to or held by such Agent, as the case may be under any Loan Document, to the holder of any Lien on such property that is permitted by Subsection 8.14 and (C) to release any Subsidiary Guarantor from its Obligations under any Loan Documents to which it is a party if such Person ceases to be a Restricted Subsidiary of the Parent Borrower or becomes an Excluded Subsidiary. Upon request by any Agent, at any time, the Required Lenders or all or such other portion of the Lenders as shall be prescribed by this Agreement will confirm in writing any Agent's authority to release particular types or items of Collateral pursuant to this Subsection 10.8.

(c) The Lenders hereby authorize the Administrative Agent and the Collateral Agent, as the case may be, in each case at its option and in its discretion, to enter into any amendment, amendment and restatement, restatement, waiver, supplement or

modification, and to make or consent to any filings or to take any other actions, in each case as contemplated by Subsection 11.17. Upon request by any Agent, at any time, the Required Lenders or all or such other portion of the Lenders as shall be prescribed by this Agreement will confirm in writing the Administrative Agent's and the Collateral Agent's authority under this Subsection 10.8(c).

(d) No Agent shall have any obligation whatsoever to the Lenders to assure that the Collateral exists or is owned by Holdings, the Parent Borrower or any of its Restricted Subsidiaries or is cared for, protected or insured or that the Liens granted to any Agent herein or pursuant hereto have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise or to continue exercising at all or in any manner or under any duty of care, disclosure or fidelity any of the rights, authorities and powers granted or available to the Agents in this Subsection 10.8 or in any of the Security Documents, it being understood and agreed by the Lenders that in respect of the Collateral, or any act, omission or event related thereto, each Agent may act in any manner it may deem appropriate, in its sole discretion, given such Agent's own interest in the Collateral as a Lender and that no Agent shall have any duty or liability whatsoever to the Lenders, except for its bad faith, gross negligence or willful misconduct.

(e) Notwithstanding any provision herein to the contrary, any Security Document may be amended (or amended and restated), restated, waived, supplemented or modified as contemplated by and in accordance with either Subsection 11.1 or 11.17, as applicable, with the written consent of the Agent party thereto and the Loan Party party thereto.

(f) The Collateral Agent may, and hereby does, appoint the Administrative Agent as its agent for the purposes of holding any Collateral and/or perfecting the Collateral Agent's security interest therein and for the purpose of taking such other action with respect to the collateral as such Agents may from time to time agree. Notwithstanding anything to the contrary herein or in any other Loan Document, (i) the Administrative Agent shall have no liability or obligations for the perfection or failure to perfect in any Collateral, (ii) the Administrative Agent may resign from its role as a designee and sub-agent of the Collateral Agent at any time upon 10 days' written notice to the Borrower Representative and the Collateral Agent, without any further liability or obligation and (iii) the Collateral Agent shall have no liability or obligations relating the collection and distribution of any funds relating to any Collateral.

Subsection 10.9 Successor Agent. Subject to the appointment of a successor as set forth herein, (i) the Administrative Agent or the Collateral Agent may be removed by the Borrower Representative or the Required Lenders if the Administrative Agent, the Collateral Agent, or a controlling affiliate of the Administrative Agent or the Collateral Agent is a Defaulting Lender and (ii) the Administrative Agent and the Collateral Agent may resign as Administrative Agent or Collateral Agent, respectively, in each case upon 10 days' notice to the Administrative Agent, the Collateral Agent, the Lenders, the Parent Borrower and the Borrower Representative, as applicable. If the Administrative Agent or the Collateral Agent shall be removed by the Parent Borrower or the Required Lenders pursuant to clause (i) above or if the Administrative Agent or the Collateral Agent shall resign as Administrative Agent or

Collateral Agent, as applicable, under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which such successor agent shall be subject to approval by the Parent Borrower; provided that such approval by the Parent Borrower in connection with the appointment of any successor Administrative Agent or Collateral Agent shall only be required so long as no Event of Default under Subsection 9.1(a) or 9.1(f) has occurred and is continuing; provided, further, that the Parent Borrower shall not unreasonably withhold its approval of any successor Administrative Agent or Collateral Agent if such successor is a commercial bank with a consolidated combined capital and surplus of at least \$5,000,000,000. Upon the successful appointment of a successor agent, such successor agent shall succeed to the rights, powers and duties of the Administrative Agent or the Collateral Agent, as applicable, and the term "Administrative Agent" or "Collateral Agent", as applicable, shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Administrative Agent or Collateral Agent, as applicable, shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any holders of the Loans. After any retiring Agent's resignation or removal as Agent, the provisions of this Section 10 (including this Subsection 10.9) shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement and the other Loan Documents. The fees payable by the Borrower Representative to a successor Administrative Agent or Collateral Agent shall not be greater than those payable to its predecessor unless otherwise agreed between the Borrower Representative and such successor.

Subsection 10.10 [Reserved].

Subsection 10.11 Withholding Tax. To the extent required by any applicable law, each Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding tax, and in no event shall such Agent be required to be responsible for or pay any additional amount with respect to any such withholding. If the Internal Revenue Service or any other Governmental Authority asserts a claim that any Agent did not properly withhold tax from amounts paid to or for the account of any Lender because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify such Agent of a change in circumstances which rendered the exemption from or reduction of withholding tax ineffective or for any other reason, without limiting the provisions of Subsection 4.11(a), such Lender shall indemnify such Agent fully for all amounts paid, directly or indirectly, by such Agent as tax or otherwise, including any penalties or interest and together with any expenses incurred and shall make payable in respect thereof within 30 days after demand therefor. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Subsection 10.11. The agreements in this Subsection 10.11 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all other Obligations.



Subsection 10.12 [Reserved]. [Reserved].

Subsection 10.13 Appointment of Borrower Representatives. Each Borrower hereby designates the Parent Borrower as its Borrower Representative. The Borrower Representative will be acting as agent on each Borrower's behalf for the purposes of issuing notices of Borrowing and notices of conversion/continuation of any Loans pursuant to Section 2 and Section 4 or similar notices, giving instructions with respect to the disbursement of the proceeds of the Loans, selecting interest rate options, giving and receiving all other notices and consents hereunder or under any of the other Loan Documents and taking all other actions (including in respect of compliance with covenants) on behalf of any Borrower or the Borrowers under the Loan Documents. The Borrower Representative hereby accepts such appointment. Each Borrower agrees that each notice, election, representation and warranty, covenant, agreement and undertaking made on its behalf by the Borrower Representative shall be deemed for all purposes to have been made by such Borrower and shall be binding upon and enforceable against such Borrower to the same extent as if the same had been made directly by such Borrower.

Subsection 10.14 Administrative Agent May File Proofs of Claim. In case of the pendency of any Bankruptcy Proceeding or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) is hereby authorized by the Lenders, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Subsection 11.5) allowed in such judicial proceeding;

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Subsection 11.5.

Subsection 10.15 Application of Proceeds. The Lenders, the Administrative Agent and the Collateral Agent agree, as among such parties, as follows: subject to the terms of any applicable Intercreditor Agreement or Intercreditor Agreement Supplement, after the

occurrence and during the continuance of an Event of Default, all amounts collected or received by the Administrative Agent, the Collateral Agent, any Lender on account of amounts then due and outstanding under any of the Loan Documents (the “Collection Amounts”) shall, except as otherwise expressly provided herein, be applied as follows: first, [reserved], second, to pay all reasonable out-of-pocket costs and expenses (including reasonable attorneys’ fees to the extent provided herein) due and owing hereunder of the Administrative Agent and the Collateral Agent in connection with enforcing the rights of the Agents, the Lenders under the Loan Documents (including all expenses of sale or other realization of or in respect of the Collateral and any sums advanced to the Collateral Agent (or to the Administrative Agent as its sub-agent or designee) or to preserve its security interest in the Collateral), third, to pay all reasonable out-of-pocket costs and expenses (including reasonable attorneys’ fees to the extent provided herein) due and owing hereunder of each of the Lenders in connection with enforcing such Lender’s rights under the Loan Documents, fourth, (x) to the extent such amounts are collected or received ~~pursuant to Subsection 4.4(b) or 4.4(c), to pay (on a ratable basis)~~ as a result of any sale or other disposition of any Restructured Aircraft Collateral, to pay interest on and principal of the Initial Loans then outstanding ~~as set forth in such Subsections, applied first to the portion of the Tranche of Initial Loan relating to the applicable Restructured Aircraft until paid in full and second pro rata to the remaining portion of the Tranches of Initial Loans associated with all other Restructured Aircraft until all of the Initial Loans are paid in full,~~ and (y) in all other cases, to pay (on a ratable basis) (A) interest on and then principal of Loans then outstanding and (B) any outstanding obligations payable under (i) Designated Cash Management Agreements, up to the maximum amount of the exposure thereunder as notified from time to time by the Cash Management Party to the Administrative Agent pursuant to the definition of “Cash Management Reserves” and (ii) Designated Hedging Agreements up to the maximum amount of the MTM value thereunder as notified from time to time by the Hedging Party (or, if applicable, an alternative MTM value notified by the Borrower Representative pursuant to a Dealer Polling) to the Administrative Agent pursuant to the definition of “Designated Hedging Reserves”, in each case which are secured under the Security Documents, fifth, to pay obligations under Cash Management Arrangements (other than pursuant to any Designated Cash Management Agreements, but including any amounts not paid pursuant to clause “fourth”(y)(B)(i) above) and Hedging Agreements (other than pursuant to any Designated Hedging Agreements, but including any amounts not paid pursuant to clause “fourth”(y)(B)(ii) above), and sixth, to pay the surplus, if any, to whomever may be lawfully entitled to receive such surplus. To the extent that any amounts available for distribution pursuant to clause “fourth” are insufficient to pay all obligations described therein in full, such moneys shall be allocated pro rata among the Lenders based on their respective Commitment Percentages. Subject to Subsection 11.1(a)(vii), this Subsection 10.15 may be amended (and the Lenders hereby irrevocably authorize the Administrative Agent to enter into any such amendment) to the extent necessary to reflect differing amounts payable, and priorities of payments, to Lenders participating in any new classes or tranches of loans added pursuant to Subsections 2.6, 2.7 and 2.8, as applicable; provided that no classes or tranches of Loans other than the Initial Loans shall receive any prepayment from the proceeds of an Asset Sale described in Subsection 4.4(b) or Recovery Event described in Subsection 4.4(c) until the Initial Loans have been paid in full.

Notwithstanding the foregoing, no Excluded Obligation shall be paid with amounts received from the applicable Guarantor or Affiliate Guarantor or its respective assets,



and all Excluded Obligations shall be disregarded in any application of Collection Amounts pursuant to the preceding paragraph.

Subsection 10.16 FATCA Information. (a) Upon written request, the Administrative Agent, the Collateral Agent and/or the Lenders shall provide to the Parent Guarantor and the Borrower Representative or any agent thereof any information specified by such parties that is reasonably available to the Administrative Agent, the Collateral Agent and/or the Lenders, as the case may be, and may be necessary for compliance with FATCA, subject in all cases to confidentiality provisions.

(b) The Administrative Agent, the Collateral Agent and the Lenders shall provide to the Parent Guarantor and the Borrower Representative upon reasonable request all reasonably available information in their possession and specifically requested by the Parent Guarantor or the Borrower Representative in connection with regulatory matters, including any information that is necessary or advisable in order for the Parent Guarantor and its Subsidiaries (or their parents and/or Affiliates) to comply with regulatory requirements, including, for the avoidance of doubt, FATCA.

#### SECTION 11. Miscellaneous

Subsection 11.1 Amendments and Waivers. (a) Neither this Agreement nor any other Loan Document, nor any terms hereof or thereof, may be amended, supplemented, modified or waived except in accordance with the provisions of this Subsection 11.1. The Required Lenders may, or, with the written consent of the Required Lenders, the Administrative Agent may, from time to time, (x) enter into with the respective Affiliate Guarantors or Loan Parties hereto or thereto, as the case may be, written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or to the other Loan Documents or changing, in any manner the rights or obligations of the Lenders or the Affiliate Guarantors or Loan Parties hereunder or thereunder or (y) waive at any Affiliate Guarantor's or Loan Party's request, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that amendments pursuant to Subsections 11.1(d) and 11.1(f) may be effected without the consent of the Required Lenders to the extent provided therein; provided, further, that no such waiver and no such amendment, supplement or modification shall:

(i) (A) reduce or forgive the amount or extend the scheduled date of maturity of any Loan or of any scheduled installment thereof (including extending the Termination Date), (B) reduce the stated rate of any interest, commission or fee payable hereunder (other than as a result of any waiver of the applicability of any post-default increase in interest rates), (C) increase the amount or extend the expiration date of any Lender's Loans or extend the scheduled date of any payment thereof or (D) change the currency in which any Loan is payable, in each case without the consent of each Lender directly and adversely affected thereby (it being understood that amendments or supplements to, or waivers or modifications of, any conditions precedent, representations, warranties, covenants, Defaults or Events of Default or of a mandatory repayment or mandatory reduction in the aggregate Loans

of all Lenders shall not constitute an extension of the scheduled date of maturity, any scheduled installment, or the scheduled date of payment of the Loans of, any Lender);

(ii) amend, modify or waive any provision of this Subsection 11.1(a) or reduce the percentage specified in the definition of "Required Lenders" or consent to the assignment or transfer by the Parent Borrower of any of its respective rights and obligations under this Agreement and the other Loan Documents (other than pursuant to Subsection 8.2 or 11.6(a)), in each case without the written consent of all the Lenders;

(iii) release Guarantors or Affiliate Guarantors accounting for all or substantially all of the value of the Guarantee of the Obligations pursuant to the Guarantee and Collateral Agreement and the Guarantee Agreement, or, in the aggregate (in a single transaction or a series of related transactions), all or substantially all of the Collateral without the consent of all of the Lenders, except as expressly permitted hereby or by any Security Document (as such documents are in effect on the date hereof or, if later, the date of execution and delivery thereof in accordance with the terms hereof);

(iv) require any Lender to make Loans having an Interest Period of longer than six months or shorter than one month without the consent of such Lender;

(v) amend, modify or waive any provision of Section 10 without the written consent of the then Agents;

(vi) [reserved;]

(vii) amend, modify or waive the order of application of payments set forth in Subsection 4.4(b) ~~or Subsection 4.4(c), 4.4(d) or 4.4(e)~~ hereof, or provide for the Lenders of any tranche of ~~Extended Loans or Incremental Facilities or of any other tranche created pursuant to Subsection 2.6, 2.7 or 2.8~~ Loans other than Initial Loans to receive any portion of the payments required to be made under Subsection 4.4(b) or 4.4(c), in each case without the consent of each Lender directly and adversely affected thereby; or

(viii) amend, modify or waive the order of application of payments set forth in the penultimate sentence of Subsection 4.4(a), or Subsection 4.8(a), 10.15 or 11.7 hereof, in each case without the consent of each Lender directly and adversely affected thereby;

provided, further, that notwithstanding and in addition to the foregoing, and in addition to Liens the Collateral Agent (or the Administrative Agent as its sub-agent or designee) is authorized to release pursuant to Subsection 10.8(b), the Administrative Agent may, in its discretion, instruct the Collateral Agent (or, to the extent applicable, the Administrative Agent as its sub-agent or designee) to release the Lien on Collateral valued in the aggregate not in excess of \$7,500,000 in any Fiscal Year without the consent of any Lender (and, for the avoidance of doubt, without the consent of any other Secured Party).

(b) Any waiver and any amendment, supplement or modification pursuant to this Subsection 11.1 shall apply to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Agents and all future holders of the Loans. In the case of any

waiver, each of the Loan Parties, the Lenders and the Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

(c) Notwithstanding any provision herein to the contrary, (x) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder or under any of the Loan Documents, except to the extent that the consent of such Lender would be required under clause (i) in the further proviso to the second sentence of Subsection 11.1(a) and (y) no Disqualified Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder or under any of the Loan Documents.

(d) Subject in the case of clauses (ii) through (iv) of this Subsection 11.1(d) to Subsection 11.1(a)(vii), but otherwise notwithstanding any other provision the contrary herein, this Agreement and the other Loan Documents may be amended (i) to cure any ambiguity, mistake, omission, defect or inconsistency, with the consent of the Borrower Representative and the Administrative Agent, (ii) in accordance with Subsection 2.6, to incorporate the terms of any Incremental Facility with the written consent of the Borrower Representative and Lenders providing such Incremental Facility, (iii) by a Refinancing Amendment in accordance with Subsection 2.7, with the written consent of the Borrower Representative and the Lenders providing such Credit Agreement Refinancing Indebtedness, (iv) in accordance with Subsection 2.8, to effectuate an Extension with the written consent of the Borrower Representative and the Extending Lenders and (v) in accordance with Subsection 7.11, to change the financial reporting convention. Without limiting the generality of the foregoing, any provision of this Agreement and the other Loan Documents, including, subject to Subsection 11.1(a)(vii), Subsection 4.4, 4.8 or 10.15, may be amended as set forth in the immediately preceding sentence to provide for non-pro rata borrowings and payments of any amounts hereunder as between any tranche hereunder (including any tranche of Extended Loans or Incremental Facilities and any other tranche created pursuant to Subsection 2.6, 2.7 or 2.8), or to provide for the inclusion, as appropriate, of the Lenders of any tranche of Extended Loans or Incremental Facilities or of any other tranche created pursuant to Subsection 2.6, 2.7 or 2.8 in any required vote or action of the Required Lenders, the Supermajority Lenders or the Lenders of each Tranche hereunder. The Administrative Agent hereby agrees (if requested by the Borrower Representative) to execute any amendment referred to in this clause (d) or an acknowledgement thereof.

(e) Notwithstanding any provision herein to the contrary, this Agreement may be amended (or deemed amended) or amended and restated with the written consent of the Required Lenders, the Administrative Agent and the Borrowers (x) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the existing Facilities and the accrued interest and fees in respect thereof, (y) to include, as appropriate, the Lenders holding such credit facilities in any required vote or action of the Required Lenders or

of the Lenders of each Facility hereunder and (z) to provide class protection for any additional credit facilities.

(f) Notwithstanding any provision herein to the contrary, any Security Document may be amended (or amended and restated), restated, waived, supplemented or modified as contemplated by Subsection 11.17 with the written consent of the Agent party thereto and the Loan Party party thereto.

(g) If, in connection with any proposed change, waiver, discharge or termination of or to any of the provisions of this Agreement and/or any other Loan Document as contemplated by Subsection 11.1(a), the consent of each Lender or each affected Lender, as applicable, is required and the consent of the Required Lenders at such time is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained (each such other Lender, a “Non-Consenting Lender”) then the Borrower Representative may, on notice to the Administrative Agent and the Non-Consenting Lender, replace such Non-Consenting Lender by causing such Lender to (and such Lender shall be obligated to) assign pursuant to Subsection 11.6 (with the assignment fee and any other costs and expenses to be paid by the Borrower Representative in such instance) all of its rights and obligations under this Agreement to one or more assignees; provided that neither the Administrative Agent nor any Lender shall have any obligation to the Borrower Representative to find a replacement Lender; provided, further, that the applicable assignee shall have agreed to the applicable change, waiver, discharge or termination of this Agreement and/or the other Loan Documents; and provided, further, that all obligations of the Borrowers owing to the Non-Consenting Lender relating to the Loans and participations so assigned shall be paid in full by the assignee Lender (or, at the Borrower Representative’s option, by a Borrower) to such Non-Consenting Lender concurrently with such Assignment and Acceptance. In connection with any such replacement under this Subsection 11.1(g), if the Non-Consenting Lender does not execute and deliver to the Administrative Agent a duly completed Assignment and Acceptance and/or any other documentation necessary to reflect such replacement by the later of (a) the date on which the replacement Lender executes and delivers such Assignment and Acceptance and/or such other documentation and (b) the date as of which all obligations of the Borrowers owing to the Non-Consenting Lender relating to the Loans and participations so assigned shall be paid in full by the assignee Lender to such Non-Consenting Lender, then such Non-Consenting Lender shall be deemed to have executed and delivered such Assignment and Acceptance and/or such other documentation as of such date and the applicable Borrower shall be entitled (but not obligated) to execute and deliver such Assignment and Acceptance and/or such other documentation on behalf of such Non-Consenting Lender, and the Administrative Agent shall record such assignment in the Register.

(h) Upon the execution by the Parent Borrower and delivery to the Administrative Agent of a Subsidiary Borrower Termination with respect to any Subsidiary Borrower, such Subsidiary Borrower shall cease to be a Borrower; provided that the Subsidiary Borrower Termination shall not be effective (other than to terminate its right to borrow additional Loans under this Agreement) unless (x) another Borrower shall remain liable for the principal of or interest on any Loan to such Subsidiary Borrower outstanding hereunder or (y) the obligations of such Subsidiary Borrower shall have been assumed by another Borrower on terms and conditions reasonably satisfactory to the Administrative Agent.

In the event that such Subsidiary Borrower shall cease to be a Subsidiary of the Parent Borrower, the Parent Borrower shall promptly execute and deliver to the Administrative Agent a Subsidiary Borrower Termination terminating its status as a Borrower, subject to the proviso in the immediately preceding sentence.

Subsection 11.2 Notices. (a) All notices, requests, and demands to or upon the respective parties hereto to be effective shall be in writing (including facsimile or electronic mail), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or three days after being deposited in the mail, postage prepaid, or, in the case of facsimile notice or electronic mail, when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day) or, in the case of delivery by a nationally recognized overnight courier, when received, addressed as follows in the case of the Borrowers, the Administrative Agent and the Collateral Agent, and as set forth in Schedule A in the case of the other parties hereto, or to such other address as may be hereafter notified by the respective parties hereto and any future holders of the Loans:

The Parent Guarantor or the Parent Borrower  
(including in its capacity as Borrower  
Representative):

c/o CHC Helicopter  
600 East Las Colinas Blvd., 10th Flr  
Irving, TX 75039  
Attention: Nicolas P. Stable and Aoife  
Considine  
Telephone: +1-214-262-7437 and +353 1  
6343096  
Email: Nicolas.Stable@chc.ca and  
Aoife.Considine@chc.ca

In each case with copies (which shall not  
constitute notice) to:

Debevoise & Plimpton LLP  
65 Gresham Street  
London EC2V 7NQ  
Attention: Geoffrey P. Burgess  
Facsimile: +44 20 7588 4180  
Telephone: +44 20 7786 9075  
Email: gpburgess@debevoise.com

The Administrative Agent:

Morgan Stanley Senior Lending, Inc.  
1585 Broadway  
New York, NY 10036  
Attention: Lisa Hanson  
Facsimile: (212) 507-0993  
Telephone: (212) 761-6894  
Email: Lisa.Hanson@morganstanley.com

With copies (which shall not constitute notice) to:

Paul Hastings LLP  
200 Park Avenue  
New York, NY 10166  
Attention: Leslie A. Plaskon  
Facsimile: (212) 230-7701  
Telephone: (212) 318-6421  
Email: leslieplaskon@paulhastings.com

The Collateral Agent:

BNP Paribas S.A.  
[16, rue de Hanovre  
75002 Paris  
ACI: CAT04B1  
Facsimile : +33 1 43 16 82 54  
Telephone : +33 1 43 16 82 33 (Noëlle Courtin) / +33 1 42 98 60 77 (Philippe Laude)  
Email: noelle.courtin@bnpparibas.com;  
philippe.laude@bnpparibas.com;  
axel.rohrlich@bnpparibas.com;  
camille.brunel@bnpparibas.com]

provided that any notice, request or demand to or upon the Administrative Agent or the Lenders pursuant to Subsection 4.4 or 4.8 shall not be effective until received.

(b) Without in any way limiting the obligation of any Loan Party and its Subsidiaries to confirm in writing any telephonic notice permitted to be given hereunder, the Administrative Agent may prior to receipt of written confirmation act without liability upon the basis of such telephonic notice, believed by the Administrative Agent in good faith to be from a Responsible Officer of a Loan Party.

(c) Loan Documents may be transmitted and/or signed by facsimile or other electronic means (i.e., a “pdf” or “tiff”). The effectiveness of any such documents and signatures shall, subject to applicable law, have the same force and effect as manually signed originals and shall be binding on each Loan Party, each Agent and each Lender. The Administrative Agent may also require that any such documents and signatures be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or other electronic document or signature.

(d) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including electronic mail and Internet or intranet websites). Unless the Administrative Agent otherwise prescribes (with the Borrower Representative’s consent), (i) notices and other communications sent to an e-mail address shall be deemed to have been duly made or given when delivered, provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been delivered at the opening of business on the



next Business Day, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the posting thereof.

(e) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS RELATED PARTIES WARRANT THE ACCURACY OR COMPLETENESS OF MATERIALS AND/OR INFORMATION PROVIDED BY OR ON BEHALF OF ANY BORROWER HEREUNDER (THE "BORROWER MATERIALS") OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM.

(f) Each Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Borrower Representative and the Administrative Agent.

(g) All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

Subsection 11.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent, any Lender or any Loan Party, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Subsection 11.4 Survival of Representations and Warranties. All representations and warranties made hereunder and in the other Loan Documents (or in any amendment, modification or supplement hereto or thereto) and in any certificate delivered pursuant hereto or such other Loan Documents shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

Subsection 11.5 Payment of Expenses and Taxes. Subject in all cases to Subsection 11.25(a) (for the avoidance of doubt and without limiting the generality thereof), the Borrowers, jointly and severally, agree (a) to pay or reimburse the Agents for (1) all their reasonable and documented out-of-pocket costs and expenses incurred in connection with (i) the development, preparation, execution and delivery of any amendment, supplement or modification to this Agreement and the other Loan Documents, and any other documents prepared in connection herewith or therewith (it being understood that the Borrowers shall not be liable for any costs or expenses incurred in connection with the development, preparation, execution and delivery of the Loan Documents delivered on the Closing Date), (ii) [reserved] and (iii) efforts to monitor the Loans and verify, protect, evaluate, assess, appraise, collect,

sell, liquidate or otherwise dispose of any of the Collateral in accordance with the terms of the Loan Documents, and (2) the reasonable and documented fees and disbursements of Paul Hastings LLP, solely in its capacity as counsel to the Administrative Agent, [●], solely in its capacity as counsel to the Collateral Agent, one firm of special aviation counsel to the Administrative Agent and, if necessary, and such other special or local counsel, consultants, advisors, appraisers and auditors whose retention (other than during the continuance of an Event of Default) is approved by the Borrower Representative, (b) to pay or reimburse each Lender and the Agents for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement of any rights under this Agreement, the other Loan Documents and any other documents prepared in connection herewith or therewith, including the fees and disbursements of counsel to the Agents and the Lenders, (c) to pay, indemnify, or reimburse each Lender and the Agents for, and hold each Lender and the Agents harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, any stamp, documentary, recording, filing and other similar taxes, if any, which may be payable or determined to be payable in connection with the execution, delivery or enforcement of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (d) to pay, indemnify or reimburse each Lender, each Agent (and any sub-agent thereof) and each Related Party of any of the foregoing Persons (each, an “Indemnatee”) for, and hold each Indemnatee harmless from and against, any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to (i) the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans, (ii) the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Parent Guarantor or any of its Restricted Subsidiaries or any of the property of the Parent Guarantor or any of its Restricted Subsidiaries, or any other property at which Materials of Environmental Concern generated by the Parent Guarantor or any of its Restricted Subsidiaries was managed, released, or discharged, or (iii) of any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Affiliate Guarantor or Loan Party and regardless of whether any Indemnatee is a party thereto (all the foregoing in this clause (d), collectively, the “Indemnified Liabilities”); provided that none of the Parent Guarantor and the Borrowers shall have any obligation hereunder to any Agent (or any sub-agent thereof) or any Lender (or any Related Party of any of the foregoing Persons) with respect to Indemnified Liabilities arising from (i) the gross negligence, bad faith or willful misconduct of any such Agent (or any sub-agent thereof) or Lender (or any Related Party of any of the foregoing Persons), as the case may be, as determined by a court of competent jurisdiction in a final and non-appealable decision, (ii) a material breach of the Loan Documents by any such Agent (or any sub-agent thereof) or Lender (or any Related Party of any of the foregoing Persons), as the case may be, as determined by a court of competent jurisdiction in a final and non-appealable decision, or (iii) claims against such Indemnatee or any Related Party brought by any other Indemnatee that do not involve claims against any Agent in its capacity as such. None of the Parent Guarantor and the Borrowers nor any Indemnatee shall be liable for any indirect, special, punitive or



consequential damages hereunder; provided that nothing contained in this sentence shall limit the Borrowers' indemnity under this Subsection 11.5 to the extent that such indirect, special, punitive or consequential damages are included in any third-party claim in connection with which such Indemnitee is entitled to indemnification hereunder. All amounts due under this Subsection 11.5 shall be payable not later than 30 days after written demand therefor. Statements reflecting amounts payable by the Affiliate Guarantors or the Loan Parties pursuant to this Subsection 11.5 shall be submitted to the address of the Borrower Representative set forth in Subsection 11.2, or to such other Person or address as may be hereafter designated by the Borrower Representative in a notice to the Administrative Agent. Notwithstanding the foregoing, (A) except as provided in Subsections 11.5(b) and 11.5(c) above, none of the Parent Guarantor and the Borrowers shall have any obligation under this Subsection 11.5 to any Indemnitee with respect to any tax, levy, impost, duty, charge, fee, deduction or withholding imposed, levied, collected, withheld or assessed by any Governmental Authority and (B) ~~REDACTED~~ none of the Affiliate Guarantors, the Loan Parties and their respective affiliates shall have any obligation under this Subsection 11.5 to any Indemnitee for any loss, cost, expense, liability, damage or claim (i) attributable to or arising out of the Affiliate Guarantors' or the Loan Parties', or their respective affiliates', Chapter 11 Cases, (ii) attributable to or arising out of the modification of any of the Prior Credit Agreement and the other Prior Loan Documents pursuant to the Settlement Agreement, or (iii) attributable to or arising out of any breach, termination, abandonment or modification of, or any exercise of remedies under any of the Prior Credit Agreement and the other Prior Loan Documents. The agreements in this Subsection 11.5 shall survive repayment of the Loans and all other amounts payable hereunder.

Subsection 11.6 Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) other than in accordance with Subsection 8.2, none of the Borrowers may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of each Lender (and any attempted assignment or transfer by the Parent Guarantor or any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with Subsection 4.13(d), Subsection 4.15(c), Subsection 11.1(g) and this Subsection 11.6.

(b) (i) Subject to the conditions set forth in Subsection 11.6(b)(ii) below, any Lender other than a Conduit Lender may, in the ordinary course of business and in accordance with applicable law, assign (other than to a Disqualified Lender, to any natural person or to the Parent Guarantor or any of their respective Subsidiaries) to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including its Loans, pursuant to an Assignment and Acceptance) with the prior written consent of:

(1) the Borrower Representative (such consent not to be unreasonably withheld, conditioned or delayed, in the case of an assignment to a commercial bank); provided that no consent of the Parent Borrower shall be

required for an assignment if an Event of Default under Subsection 9.1(a) or 9.1(f) with respect to the Parent Borrower has occurred and is continuing; and

(2) the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed).

(i) Assignments shall be subject to the following additional conditions:

(1) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Loans under any Facility, the amount of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless the Borrower Representative and the Administrative Agent otherwise consent, provided that (1) no such consent of the Borrower Representative shall be required if an Event of Default under Subsection 9.1(a) or 9.1(f) with respect to the Parent Borrower has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its Affiliates, if any;

(2) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of \$3,500 (unless waived by the Administrative Agent in any given case); provided that for concurrent assignments to two or more Lenders or Affiliates of a Lender, such assignment fee shall only be required to be paid once in respect of and at the time of such assignments; and

(3) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire.

(ii) Subject to acceptance and recording thereof pursuant to clause (b)(iv) below, from and after the effective date specified in each Assignment and Acceptance the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of (and bound by any related obligations under) Subsections 4.10, 4.11, 4.13, 4.15 and 11.5, and bound by its continuing obligations under Subsection 11.16). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with Subsection 4.13(d), Subsection 4.15(c), Subsection 11.1(g) and this Subsection 11.6 shall, to the extent that it would comply with Subsection 11.6(c), be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (c) of this Subsection 11.6 (and any

attempted assignment, transfer or participation which does not comply with this Subsection 11.6 shall be null and void).

(iii) The Borrowers hereby collectively designate the Administrative Agent, and the Administrative Agent agrees, to serve as the Borrowers' agent, solely for purposes of this Subsection 11.6, to maintain at one of its offices in New York, New York a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and interest and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, and solely with respect to entries applicable to such Lender, any Lender, at any reasonable time and from time to time upon reasonable prior notice. Notwithstanding anything herein to the contrary, any assignment by a Lender to a Disqualified Lender shall be deemed null and void *ab initio* and the Register shall be modified to reflect a reversal of such assignment, and the Borrowers shall be entitled to pursue any remedy available to them (whether at law or in equity, including specific performance to unwind such assignment) against the Lender and such Disqualified Lender. In no event shall the Administrative Agent be obligated to ascertain, monitor or inquire as to whether any prospective assignee is a Disqualified Lender. Notwithstanding the foregoing, in no event shall the Administrative Agent be obligated to ascertain, monitor or inquire as to whether any Lender is an Affiliated Lender nor shall the Administrative Agent be obligated to monitor the aggregate amount of Loans held by Affiliated Lenders. Upon request by the Administrative Agent, the Borrower Representative shall use commercially reasonable efforts to (i) promptly (and in any case, not less than five Business Days (or shorter period as agreed to by the Administrative Agent) prior to the proposed effective date of any amendment, consent or waiver pursuant to Subsection 11.1) provide to the Administrative Agent, a list of, to the Borrower Representative's knowledge, all Affiliated Lenders holding Loans at the time of such notice and (ii) not less than five Business Days (or shorter period as agreed to by the Administrative Agent) prior to the proposed effective date of any amendment, consent or waiver pursuant to Subsection 11.1, provide to the Administrative Agent, a list of, to the Borrower Representative's knowledge, all Affiliated Debt Funds holding Loans at the time of such notice.

(iv) Each Lender that sells a participation shall, acting for itself and, solely for this purpose, as an agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, or its other obligations under any Loan Document) except to the extent that such disclosure is necessary (x) to establish that such commitment, loan, or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or (y) for any Borrower to enforce its rights hereunder. The entries in the Participant Register shall be conclusive absent

manifest error, and a Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender (unless such assignment is being made in accordance with Subsection 4.13(d), Subsection 4.15(c), or Subsection 11.1(g), in which case the effectiveness of such Assignment and Acceptance shall not require execution by the assigning Lender) and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in this Subsection 11.6(b) and any written consent to such assignment required by this Subsection 11.6(b), the Administrative Agent shall accept such Assignment and Acceptance, record the information contained therein in the Register and give prompt notice of such assignment and recordation to the Borrower Representative. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this clause (vi).

(vi) On or prior to the effective date of any assignment pursuant to this Subsection 11.6(b), the assigning Lender shall surrender to the Administrative Agent any outstanding Notes held by it evidencing Loans which are being assigned. Any Notes surrendered by the assigning Lender shall be returned by the Administrative Agent to the Borrower Representative marked "cancelled".

Notwithstanding the foregoing provisions of this Subsection 11.6(b) or any other provision of this Agreement, if the Borrower Representative shall have consented thereto in writing in its sole discretion, the Administrative Agent shall have the right, but not the obligation, to effectuate assignments of Loans via an electronic settlement system acceptable to Administrative Agent and the Borrower Representative as designated in writing from time to time to the Lenders by Administrative Agent (the "Settlement Service"). At any time when the Administrative Agent elects, in its sole discretion, to implement such Settlement Service, each such assignment shall be effected by the assigning Lender and proposed Assignee pursuant to the procedures then in effect under the Settlement Service, which procedures shall be subject to the prior written approval of the Borrower Representative and shall be consistent with the other provisions of this Subsection 11.6(b). Each assigning Lender and proposed Assignee shall comply with the requirements of the Settlement Service in connection with effecting any assignment of Loans pursuant to the Settlement Service. Assignments and assumptions of the Loans shall be effected by the provisions otherwise set forth herein until the Administrative Agent notifies the Lenders of the Settlement Service as set forth herein. The Borrower Representative may withdraw its consent to the use of the Settlement Service at any time upon notice to the Administrative Agent, and thereafter assignments and assumptions of the Loans shall be effected by the provisions otherwise set forth herein.

Furthermore, no Assignee, which as of the date of any assignment to it pursuant to this Subsection 11.6(b) would be entitled to receive any greater payment under Subsection 4.10 or 11.5 than the assigning Lender would have been entitled to receive as of such date under such Subsections with respect to the rights assigned, shall, notwithstanding anything to the contrary in this Agreement, be entitled to receive such greater payments unless the assignment was made after an Event of Default under Subsection 9.1(a) or 9.1(f) has occurred

and is continuing or the Borrower Representative has expressly consented in writing to waive the benefit of this provision at the time of such assignment.

(c) (i) Any Lender other than a Conduit Lender may, in the ordinary course of its business and in accordance with applicable law, without the consent of the Borrower Representative or the Administrative Agent, sell participations (other than to any Disqualified Lender, or a natural person or the Parent Borrower or any of the Parent Borrower's Affiliates or its Subsidiaries (other than Permitted Affiliated Assignees)) to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) such Lender shall remain the holder of any such Loan for all purposes under this Agreement and the other Loan Documents, (D) the Borrower Representative, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (E) in the case of any participation to a Permitted Affiliated Assignee, such participation shall be governed by the provisions of Subsection 11.6(h) (other than subclauses (i) and (iii) thereof) to the same extent as if each reference therein to an assignment of a Loan were to a participation of a Loan and the references to Affiliated Lender were to such Permitted Affiliated Assignee in its capacity as a participant. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, supplement, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, supplement, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to clause (i) or (iii) of the second proviso to the second sentence of Subsection 11.1(a) and (2) directly affects such Participant. Subject to Subsection 11.6(c)(ii), each Borrower agrees that each Participant shall be entitled to the benefits of (and shall have the related obligations under) Subsections 4.10, 4.11, 4.13, 4.15 and 11.5 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Subsection 11.6(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Subsection 11.7(b) as though it were a Lender, provided that such Participant shall be subject to Subsection 11.7(a) as though it were a Lender. Notwithstanding the foregoing, no Lender shall be permitted to sell participations under this Agreement to any Disqualified Lender and any such participation shall be void *ab initio*, except to the extent that the Borrower Representative has consented to such participation in writing (in which case such Lender will not be considered a Disqualified Lender solely for that particular participation). Any attempted participation which does not comply with this Subsection 11.6 shall be null and void.

(ii) No Loan Party shall be obligated to make any greater payment under Subsection 4.10 or 11.5 than it would have been obligated to make in the absence of any participation, unless the sale of such participation is made with the prior written consent of the Borrower Representative and the Borrower Representative expressly waives the benefit of this provision at the time of such participation. Any Participant that is not incorporated under the laws of the United States of America or a state thereof shall not be entitled to the



benefits of Subsection 4.11 unless such Participant complies with Subsections 4.11(b) and 4.11(c) and provides the forms and certificates referenced therein to the Lender that granted such participation.

(d) Any Lender, without the consent of the Borrower Representative or the Administrative Agent, may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or central bank of a member state of the European Union, and this Subsection 11.6 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute (by foreclosure or otherwise) any such pledgee or Assignee for such Lender as a party hereto.

(e) No assignment or participation made or purported to be made to any Assignee or Participant shall be effective without the prior written consent of the Borrower Representative if it would require any Borrower to make any filing with any Governmental Authority or qualify any Loan or Note under the laws of any jurisdiction, and the Borrower Representative shall be entitled to request and receive such information and assurances as it may reasonably request from any Lender or any Assignee or Participant to determine whether any such filing or qualification is required or whether any assignment or participation is otherwise in accordance with applicable law.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower Representative or the Administrative Agent and without regard to the limitations set forth in Subsection 11.6(b). Each Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any domestic or foreign bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state, federal or provincial bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance. Each such indemnifying Lender shall pay in full any claim received from each such Borrower pursuant to this Subsection 11.6(f) within 30 Business Days of receipt of a certificate from a Responsible Officer of the Borrower Representative specifying in reasonable detail the cause and amount of the loss, cost, damage or expense in respect of which the claim is being asserted, which certificate shall be conclusive absent manifest error. Without limiting the indemnification obligations of any indemnifying Lender pursuant to this Subsection 11.6(f), in the event that the indemnifying Lender fails timely to compensate each such Borrower for such claim, any Loans held by the relevant Conduit Lender shall, if requested by the Borrower Representative, be assigned promptly to the Lender that administers the Conduit Lender and the designation of such Conduit Lender shall be void.

(g) If the Borrower Representative wishes to replace the Loans under any Facility with ones having different terms, it shall have the option, with the consent of the

Administrative Agent and subject to at least three Business Days' (or such shorter period as agreed to by the Administrative Agent in its reasonable discretion) advance notice to the Lenders under such Facility, instead of prepaying the Loans to be replaced, to (i) require the Lenders under such Facility to assign such Loans to the Administrative Agent or its designees and (ii) amend the terms thereof in accordance with Subsection 11.1. Pursuant to any such assignment, all Loans to be replaced shall be purchased at par (allocated among the Lenders under such Facility in the same manner as would be required if such Loans were being optionally prepaid), accompanied by payment of any accrued interest thereon. By receiving such purchase price (including accrued interest, fees and indemnity payments), the Lenders under such Facility shall automatically be deemed to have assigned the Loans under such Facility pursuant to the terms of the form of the Assignment and Acceptance, the Administrative Agent shall record such assignment in the Register and accordingly no other action by such Lenders shall be required in connection therewith. The provisions of this clause (g) are intended to facilitate the maintenance of the perfection and priority of existing security interests in the Collateral during any such replacement.

(h) [reserved].

(i) (i) Notwithstanding anything to the contrary in this Agreement, with respect to any assignment to or by an Affiliated Lender that is not an Affiliated Debt Fund:

(A) such Affiliated Lender and such other Lender shall execute and deliver to the Administrative Agent an assignment agreement substantially in the form of Exhibit K hereto (an "Affiliated Lender Assignment and Assumption") and the Administrative Agent shall record such assignment in the Register;

(B) at the time of such assignment after giving effect to such assignment, the aggregate principal amount of all Loans held (or participated in) by Affiliated Lenders that are not Affiliated Debt Funds shall not exceed 25.0% of the aggregate principal amount of all Loans (the "Affiliated Lender Cap") outstanding under this Agreement; provided that to the extent that any assignment to an Affiliated Lender would result in the aggregate principal amount of all Loans held by Affiliated Lenders exceeding the Affiliated Lender Cap, the assignment of such excess amount will be void *ab initio*;

(C) any such Loans acquired by (x) Holdings, the Parent Borrower or a Restricted Subsidiary shall be retired or cancelled promptly upon the acquisition thereof and (y) an Affiliated Lender may, with the consent of the Borrower Representative, be contributed to the Parent Borrower, whether through a Parent Entity or otherwise, and exchanged for debt or equity securities of the Parent Borrower or such Parent Entity that are otherwise permitted to be issued at such time pursuant to the terms of this Agreement, so long as any Loans so

acquired by the Parent Borrower shall be retired and cancelled promptly upon the acquisition thereof;

(D) such assignment may only relate to or be in respect of Loans and related Obligations; and

(E) each Lender making such assignment to, or taking such assignment from, such Affiliated Lender acknowledges and agrees that in connection with such assignment, (1) such Affiliated Lender and/or its Affiliates then may have, and later may come into possession of information regarding the Loans or the Loan Parties hereunder that is not known to such Lender and that may be material to a decision by such Lender to enter into such assignment ("Excluded Information"), (2) such Lender has independently and, without reliance on the Affiliated Lender, Holdings, the Parent Borrower or any of its Subsidiaries, the Administrative Agent or any other Lender or any of their respective Affiliates, has made its own analysis and determination to enter into such assignment notwithstanding such Lender's lack of knowledge of the Excluded Information and (3) none of the Affiliated Lender, Holdings, the Parent Borrower and its Subsidiaries, the Administrative Agent, the other Lenders or any of their respective Affiliates shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against the Affiliated Lender, Holdings, the Parent Borrower or its Subsidiaries, the Administrative Agent, the other Lenders and their respective Affiliates, under applicable laws or otherwise, with respect to the nondisclosure of the Excluded Information. Each Lender entering into such an assignment further acknowledges that the Excluded Information may not be available to the Administrative Agent or the other Lenders.

Each Affiliated Lender agrees to notify the Administrative Agent promptly (and in any event within 10 Business Days) if it acquires any Person who is also a Lender, and each Lender agrees to notify the Administrative Agent promptly (and in any event within 10 Business Days) if it becomes an Affiliated Lender.

(ii) Notwithstanding anything to the contrary in this Agreement, no Affiliated Lender that is not an Affiliated Debt Fund shall have any right to (A) attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of the Loan Parties are not invited, (B) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and/or one or more Lenders, except to the extent that such information or materials have been made available to the Borrower Representative or its representatives or (C) receive advice of counsel to the Administrative Agent, the Collateral Agent or any other Lender or challenge their attorney client privilege.



(iii) Notwithstanding anything in Subsection 11.1 or the definition of “Required Lenders” to the contrary, for purposes of determining whether the Required Lenders, all affected Lenders or all Lenders have (A) consented (or not consented) to any amendment or waiver of any provision of this Agreement or any other Loan Document or any departure by any Loan Party therefrom, (B) otherwise acted on any matter related to any Loan Document, or (C) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, an Affiliated Lender that is not an Affiliated Debt Fund shall be deemed to have voted its interest as a Lender without discretion in the same proportion as the allocation of voting with respect to such matter by Lenders who are not such Affiliated Lenders; provided that, (I) to the extent that any Lenders are being compensated by the Borrowers for consenting to an amendment, modification, waiver or any other action, each Affiliated Lender who has been deemed to have voted its Loans in accordance with this Subsection 11.6(h)(iii) shall be entitled to be compensated on the same basis as each consenting Lender as if it had voted all of its Loans in favor of the applicable amendment, modification, waiver or other action); (II) no amendment, modification, waiver, consent or other action with respect to any Loan Document shall deprive such Affiliated Lender of its ratable share of any payments of Loans to which such Affiliated Lender is entitled under the Loan Documents without such Affiliated Lender providing its consent; and (III) that such Affiliated Lender shall have the right to approve any amendment, modification, waiver or consent that (x) disproportionately and adversely affects such Affiliated Lender in its capacity as a Lender or affects such Affiliated Lender differently in its capacity as a Lender than other Lenders or (y) is of the type described in Subsections 11.1(a)(i) through 11.1(a)(viii) (other than subclauses (v) and (vi)); and in furtherance of the foregoing, (x) the Affiliated Lender agrees to execute and deliver to the Administrative Agent any instrument reasonably requested by the Administrative Agent to evidence the voting of its interest as a Lender in accordance with the provisions of this Subsection 11.6(h)(iii); provided that if the Affiliated Lender fails to promptly execute such instrument such failure shall in no way prejudice any of the Administrative Agent’s rights under this Subsection 11.6(h)(iii) and (y) the Administrative Agent is hereby appointed (such appointment being coupled with an interest) by such Affiliated Lender as such Affiliated Lender’s attorney-in-fact, with full authority in the place and stead of such Affiliated Lender and in the name of such Affiliated Lender, from time to time in the Administrative Agent’s discretion to take any action and to execute any instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this Subsection 11.6(h)(iii).

(iv) Each Affiliated Lender that is not an Affiliated Debt Fund, solely in its capacity as a Lender, hereby agrees, and each Affiliated Lender Assignment and Assumption agreement shall provide a confirmation that, if any of Holdings, the Borrowers or any Restricted Subsidiary shall be subject to any voluntary or involuntary bankruptcy, reorganization, insolvency or liquidation proceeding (each, a “Bankruptcy Proceeding”), (i) such Affiliated Lender shall not take any step or action in such Bankruptcy Proceeding to object to, impede, or delay the exercise of any right or the taking of any action by the Administrative Agent (or the taking of any action by a third party that is supported by the Administrative Agent) in relation to such Affiliated Lender’s claim with respect to its Loans (including objecting to any debtor in possession financing, grant of adequate protection, sale or disposition, compromise, or plan of reorganization) so long as such Affiliated Lender in its capacity as a Lender is treated in connection with such exercise or action on the same or

better terms as the other Lenders and (ii) with respect to any matter requiring the vote of Lenders during the pendency of a Bankruptcy Proceeding (including voting on any plan of reorganization), the Loans held by such Affiliated Lender (and any Claim with respect thereto) shall be deemed to be voted in accordance with Subsection 11.6(h)(iii) above, so long as such Affiliated Lender in its capacity as a Lender is treated in connection with the exercise of such right or taking of such action on the same or better terms as the other Lenders. For the avoidance of doubt, the Lenders and each Affiliated Lender that is not an Affiliated Debt Fund agree and acknowledge that the provisions set forth in this Subsection 11.6(h)(iv) and the related provisions set forth in each Affiliated Lender Assignment and Assumption constitute a “subordination agreement” as such term is contemplated by, and utilized in, Section 510(a) of the United States Bankruptcy Code, and, as such, it is their intention that this Subsection 11.6(h)(iv) would be enforceable for all purposes in any case where Holdings, the Parent Borrower or any Restricted Subsidiary has filed for protection under any law relating to bankruptcy, insolvency or reorganization or relief of debtors applicable to Holdings, the Parent Borrower or such Restricted Subsidiary, as applicable. Each Affiliated Lender that is not an Affiliated Debt Fund hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Affiliated Lender’s attorney-in-fact, with full authority in the place and stead of such Affiliated Lender and in the name of such Affiliated Lender (solely in respect of Loans and participations therein and not in respect of any other claim or status such Affiliated Lender may otherwise have), from time to time in the Administrative Agent’s discretion to take any action and to execute any instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this Subsection 11.6(h)(iv).

(j) Notwithstanding anything to the contrary in this Agreement, Subsection 11.1 or the definition of “Required Lenders” (x) with respect to any assignment or participation to or by an Affiliated Debt Fund, such assignment or participation shall be made pursuant to an open market purchase and (y) for purposes of determining whether the Required Lenders have (i) consented (or not consented) to any amendment, supplement, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, (ii) otherwise acted on any matter related to any Loan Document, or (iii) directed or required the Administrative Agent, Collateral Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, all Loans held by Affiliated Debt Funds may not account for more than 50.0% of the Loans of consenting Lenders included in determining whether the Required Lenders have consented to any action pursuant to Subsection 11.1.

Subsection 11.7 Adjustments; Set-off; Calculations; Computations. (a) If any Lender (a “Benefited Lender”) shall at any time receive any payment of all or part of its Loans owing to it, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Subsection 9.1(f), or otherwise (except pursuant to Subsection 2.6, 2.7, 2.8, 4.4, 4.10, 4.13(d), 11.1(g) or 11.6)), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender’s Loans owing to it, or interest thereon, such Benefited Lender shall purchase for cash from the other Lenders an interest (by participation, assignment or otherwise) in such portion of each such other Lender’s Loans owing to it, or shall provide such other Lenders with the benefits of any such collateral, or the

proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrower Representative, any such notice being expressly waived by the Borrower Representative to the extent permitted by applicable law, upon the occurrence of an Event of Default under Subsection 9.1(a) to set-off and appropriate and apply against any amount then due and payable under Subsection 9.1(a) by such Borrower any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of such Borrower. Each Lender agrees promptly to notify the Borrower Representative and the Administrative Agent after any such set-off and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application.

Subsection 11.8 Judgment. (a) If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court in any jurisdiction, it becomes necessary to convert into any other currency (such other currency being hereinafter in this Subsection 11.8 referred to as the “Judgment Currency”) an amount due under any Loan Document in any currency (the “Obligation Currency”) other than the Judgment Currency, the conversion shall be made at the rate of exchange prevailing on the Business Day immediately preceding the date of actual payment of the amount due, in the case of any proceeding in the courts of any other jurisdiction that will give effect to such conversion being made on such date, or the date on which the judgment is given, in the case of any proceeding in the courts of any other jurisdiction (the applicable date as of which such conversion is made pursuant to this Subsection 11.8 being hereinafter in this Subsection 11.8 referred to as the “Judgment Conversion Date”).

(b) If, in the case of any proceeding in the court of any jurisdiction referred to in Subsection 11.8(a), there is a change in the rate of exchange prevailing between the Judgment Conversion Date and the date of actual receipt for value of the amount due, the applicable Loan Party shall pay such additional amount (if any, but in any event not a lesser amount) as may be necessary to ensure that the amount actually received in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of the Judgment Currency stipulated in the judgment or judicial order at the rate of exchange prevailing on the Judgment Conversion Date. Any amount due from any Loan Party under this Subsection 11.8(b) shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of any of the Loan Documents.

(c) The term “rate of exchange” in this Subsection 11.8 means the rate of exchange at which the Administrative Agent, on the relevant date at or about 12:00 noon

(New York City time), would be prepared to sell, in accordance with its normal course foreign currency exchange practices, the Obligation Currency against the Judgment Currency.

Subsection 11.9 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement in any number of separate counterparts (including by facsimile and other electronic transmission), and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be delivered to the Borrower Representative and the Administrative Agent.

Subsection 11.10 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Subsection 11.11 Integration. ~~The Settlement Agreement (including~~ Except for Sections 3.8, ~~7.1, 7.2~~, 8.1, 9.1 and 9.3 ~~thereof~~) of the Settlement Agreement, which Sections shall remain in full force and effect notwithstanding the effectiveness of this Agreement on the Closing Date, this Agreement and the other Loan Documents represent the entire agreement of each of the Loan Parties party hereto and thereto, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any of the Loan Parties party hereto, the Administrative Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to in the ~~Settlement Agreement~~, herein or in the other Loan Documents, as applicable.

Subsection 11.12 Governing Law. THIS AGREEMENT AND ANY NOTES AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY NOTES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT THAT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Subsection 11.13 Submission to Jurisdiction; Waivers. Except during the pendency of the Chapter 11 Cases, during which the Bankruptcy Court shall have exclusive jurisdiction, each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party to the exclusive general jurisdiction of the Supreme Court of the State of New York for the County of New York (the "New York Supreme Court"), and the United States District Court for the Southern District of New York (the "Federal District Court," and together with the New York Supreme Court, the "New York Courts") and appellate courts from either of them; provided that nothing in this Agreement shall be deemed or operate to preclude (i) any Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations (in

which case any party shall be entitled to assert any claim or defense, including any claim or defense that this Subsection 11.13 would otherwise require to be asserted in a legal action or proceeding in a New York Court), or to enforce a judgment or other court order in favor of the Administrative Agent or the Collateral Agent, (ii) any party from bringing any legal action or proceeding in any jurisdiction for the recognition and enforcement of any judgment, (iii) if all such New York Courts decline jurisdiction over any Person, or decline (or in the case of the Federal District Court, lack) jurisdiction over any subject matter of such action or proceeding, a legal action or proceeding may be brought with respect thereto in another court having jurisdiction and (iv) in the event a legal action or proceeding is brought against any party hereto or involving any of its assets or property in another court (without any collusive assistance by such party or any of its Subsidiaries or Affiliates), such party from asserting a claim or defense (including any claim or defense that this Subsection 11.13(a) would otherwise require to be asserted in a legal proceeding in a New York Court) in any such action or proceeding.

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected (i) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the applicable Borrower, the applicable Lender or the Administrative Agent, as the case may be, at the address specified in Subsection 11.2 or at such other address of which the Administrative Agent, any such Lender and any such Borrower shall have been notified pursuant thereto, or (ii) in the case of the Borrowers, as provided in Subsection 11.23;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or (subject to clause (a) above) shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Subsection 11.13 any consequential or punitive damages.

Subsection 11.14 Acknowledgements. Each Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither any Agent nor Lender has any fiduciary relationship with or duty to any Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Administrative Agent and Lenders, on the one hand, and the Borrowers, on the other hand, in connection herewith or therewith is solely that of creditor and debtor; and



(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby and thereby among the Lenders or among any of the Borrowers and the Lenders.

Subsection 11.15 Waiver of Jury Trial. EACH OF THE BORROWERS, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY NOTES OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

Subsection 11.16 Confidentiality. (a) Each Agent and each Lender agrees to keep confidential any information (a) provided to it by or on behalf of Holdings or any of the Borrowers or any of their respective Subsidiaries pursuant to or in connection with the Loan Documents or (b) obtained by such Lender based on a review of the books and records of Holdings or any of the Borrowers or any of their respective Subsidiaries; provided that nothing herein shall prevent any Lender from disclosing any such information (i) to any Agent or any other Lender, (ii) to any Transferee, or prospective Transferee or any creditor or any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Borrower and its obligations which agrees to comply with the provisions of this Subsection 11.16 pursuant to a written instrument (or electronically recorded agreement from any Person listed above in this clause (ii), in respect to any electronic information (whether posted or otherwise distributed on any Platform)) for the benefit of the Borrowers (it being understood that each relevant Lender shall be solely responsible for obtaining such instrument (or such electronically recorded agreement)), (iii) to its Affiliates and the employees, officers, partners, directors, agents, attorneys, accountants and other professional advisors of it and its Affiliates; provided that such Lender shall inform each such Person of the agreement under this Subsection 11.16 and take reasonable actions to cause compliance by any such Person referred to in this clause (iii) with this agreement (including, where appropriate, to cause any such Person to acknowledge its agreement to be bound by the agreement under this Subsection 11.16), (iv) upon the request or demand of any Governmental Authority having jurisdiction over such Lender or its affiliates or to the extent required in response to any order of any court or other Governmental Authority or as shall otherwise be required pursuant to any Requirement of Law; provided that, other than with respect to any disclosure to any bank regulatory authority, such Lender shall, unless prohibited by any Requirement of Law, notify the Borrower Representative of any disclosure pursuant to this clause (iv) as far in advance as is reasonably practicable under such circumstances, (v) which has been publicly disclosed other than in breach of this Agreement, (vi) in connection with the exercise of any remedy hereunder, under any Loan Document or under any Interest Rate Agreement, (vii) in connection with periodic regulatory examinations and reviews conducted by the National Association of Insurance Commissioners or any Governmental Authority having jurisdiction over such Lender or its affiliates (to the extent applicable), (viii) in connection with any litigation to which such Lender (or, with respect to any Interest Rate Agreement, any Affiliate of any Lender party thereto) may be a party subject to the proviso in clause (iv) above, and (ix) if, prior to such information having been so provided or obtained, such information was already in an Agent's or a Lender's possession on a non-confidential basis without a duty of confidentiality to any Borrower being violated. Notwithstanding any other provision of this Agreement, any other Loan Document or any Assignment and Acceptance, the provisions of

this Subsection 11.16 shall survive with respect to each Agent and Lender until the second anniversary of such Agent or Lender ceasing to be an Agent or a Lender, respectively; provided that in no case shall any Agent or Lender cease to be obligated pursuant to this Subsection 11.16 prior to the third anniversary of the Closing Date.

(b) Each Lender acknowledges that any such information referred to in Subsection 11.16(a), and any information (including requests for waivers and amendments) furnished by the Borrowers or the Administrative Agent pursuant to or in connection with this Agreement and the other Loan Documents, may include material non-public information concerning the Borrowers, the other Loan Parties and their respective Affiliates or their respective securities. Each Lender represents and confirms that such Lender has developed compliance procedures regarding the use of material non-public information; that such Lender will handle such material non-public information in accordance with those procedures and applicable law, including United States federal and state securities laws; and that such Lender has identified to the Administrative Agent a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law.

Subsection 11.17 Incremental Indebtedness; Additional Indebtedness. In connection with the incurrence by any Loan Party or any Subsidiary thereof of any Incremental Indebtedness or additional Indebtedness permitted to be secured by a lien on Collateral pursuant to Subsection 8.14, each of the Administrative Agent and the Collateral Agent agree to execute and deliver any applicable Intercreditor Agreement or Intercreditor Agreement Supplement and amendments, amendments and restatements, restatements or waivers of or supplements to or other modifications to, any Security Document (including but not limited to any Helicopter Mortgages and UCC fixture filings), and to make or consent to any filings or take any other actions in connection therewith, as may be reasonably deemed by the Borrower Representative to be necessary or reasonably desirable for any Lien on the assets of any Loan Party permitted to secure such Incremental Indebtedness or additional Indebtedness to become a valid, perfected lien (with such priority as may be designated by the relevant Loan Party or Subsidiary, to the extent that such priority is permitted by the Loan Documents) pursuant to the Security Document being so amended, amended and restated, restated, waived, supplemented or otherwise modified or otherwise.

Subsection 11.18 USA PATRIOT Act Notice. Each Lender hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Patriot Act”), it is required to obtain, verify, and record information that identifies each Loan Party, which information includes the name of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act, and each Loan Party agrees to provide such information from time to time to any Lender.

Subsection 11.19 Electronic Execution of Assignments and Certain Other Documents. The words “execution,” “signed,” “signature” and words of like import in any Assignment and Acceptance or Affiliated Lender Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same

legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Subsection 11.20 Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition or other proceeding be filed by or against any Loan Party for liquidation or reorganization, should any Loan Party become insolvent or make an assignment for the benefit of any creditor or creditors or should an interim receiver, receiver, receiver and manager or trustee be appointed for all or any significant part of any Loan Party's assets, and shall continue to be effective or to be reinstated, as the case may be, if at any time payment and performance of the obligations of the Borrowers under the Loan Documents, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the obligations, whether as a fraudulent preference, reviewable transaction or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the obligations of the Borrowers hereunder shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Subsection 11.21 Joint and Several Liability; Postponement of Subrogation. (a) The obligations of the Borrowers hereunder and under the other Loan Documents to which each Borrower is a party shall be joint and several and, as such, each Borrower shall be liable for all of such obligations of the other Borrowers under this Agreement and the other Loan Documents to which each Borrower is a party. To the fullest extent permitted by law the liability of each Borrower for the obligations under this Agreement and the other Loan Documents of the other applicable Borrowers with whom it has joint and several liability shall be absolute, unconditional and irrevocable, without regard to (i) the validity or enforceability of this Agreement or any other Loan Document, any of the obligations hereunder or thereunder or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by any applicable Secured Party, (ii) any defense, set-off or counterclaim (other than a defense of payment or performance hereunder; provided that no Borrower hereby waives any suit for breach of a contractual provision of any of the Loan Documents) which may at any time be available to or be asserted by such other applicable Borrower or any other Person against any Secured Party or (iii) any other circumstance whatsoever (with or without notice to or knowledge of such other applicable Borrower or such Borrower) which constitutes, or might be construed to constitute, an equitable or legal discharge of such other applicable Borrower for the obligations hereunder or under any other Loan Document, or of such Borrower under this Subsection 11.21, in bankruptcy or in any other instance.

(b) Each Borrower agrees that it will not exercise any rights which it may acquire by way of rights of subrogation under this Agreement, by any payments made hereunder or otherwise, until the prior payment in full in cash of all of the obligations hereunder and under any other Loan Document. Any amount paid to any Borrower on account of any such subrogation rights prior to the payment in full in cash of all of the



obligations hereunder and under any other Loan Document shall be held in trust for the benefit of the applicable Secured Parties and shall immediately be paid to the Administrative Agent for the benefit of the applicable Secured Parties and credited and applied against the obligations of the applicable Borrowers, whether matured or unmatured, in such order as the Administrative Agent shall elect. In furtherance of the foregoing, for so long as any obligations of the Borrowers hereunder remain outstanding, each Borrower shall refrain from taking any action or commencing any proceeding against any other Borrower (or any of its successors or assigns, whether in connection with a bankruptcy proceeding or otherwise) to recover any amounts in respect of payments made in respect of the obligations hereunder or under any other Loan Document of such other Borrower to any Secured Party.

Subsection 11.22 Designated Cash Management Agreements and Designated Hedging Agreements. (a) The Borrower Representative may from time to time elect by notice in writing to the Administrative Agent that (x) a Cash Management Arrangement is to be a “Designated Cash Management Agreement” and that the monetary obligations thereunder be treated as *pari passu* with the Obligations with respect to the priority of payment of proceeds of the Collateral (other than Restructured Aircraft Collateral) in accordance with the waterfall provisions set forth in Subsection 10.15, or (y) a Hedging Agreement is to be a “Designated Hedging Agreement” and that the monetary obligations thereunder be treated as *pari passu* with the Obligations with respect to the priority of payment of proceeds of the Collateral (other than Restructured Aircraft Collateral) in accordance with the waterfall provisions set forth in Subsection 10.15, provided that no monetary obligations under any Designated Cash Management Agreement or Designated Hedging Agreement shall receive any benefit of the designation under this Subsection 11.22 after the date on which the Commitments have been terminated and the Obligations then due and owing to any Lender or Agent hereunder and under the other Loan Documents have been paid in full. Any such designation notice shall include the information required under the definition of “Cash Management Reserves” or “Designated Hedging Reserves”, as applicable.

(b) Notwithstanding any such designation of a Cash Management Arrangement as a Designated Cash Management Agreement or a Hedging Agreement as a Designated Hedging Agreement, no provider or holder of any such Designated Cash Management Agreement or Designated Hedging Agreement shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider under such agreements, nor shall their consent be required (other than in their capacities as a Lender to the extent applicable) for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of the Collateral, any Subsidiary Borrower or any Subsidiary Guarantor.

(c) The Administrative Agent accepts no responsibility and shall have no liability for the calculation of the exposure owing by the Loan Parties under any such Designated Cash Management Agreement or Designated Hedging Agreement, and shall be entitled in all cases to rely on the applicable Cash Management Party, Hedging Party or the Borrower Representative (in the case of any Dealer Polling), as the case may be, in each case party to such agreement for the calculation thereof.

Subsection 11.23 Service of Process. The Borrower Representative, on behalf of each Borrower, appoints Heli-One (U.S.) Inc., a Delaware corporation (the “Process Agent”) as its agent for service of process in relation to any action or proceeding in the New York Courts and agrees that failure by the Process Agent to notify the Borrower Representative of any process will not invalidate the proceedings concerned. In the event the Process Agent is unable to act as a Borrower Representative’s agent for service of process for any reason, the Borrower Representative will promptly appoint another process agent reasonably acceptable to the Administrative Agent.

Subsection 11.24 Effect of Amendment and Restatement. (a) On the Closing Date, the Prior Credit Agreement shall be amended and restated in its entirety by this Agreement, and the Prior Credit Agreement shall thereafter be of no further force and effect and shall be deemed replaced and superseded in all respects by this Agreement.

(b) Except as provided in this Subsection 11.24(b) or in Subsection 11.25(a), nothing in this Agreement or any other Loan Document will affect the Lenders’ rights, if any, to the protection of the Cape Town Convention, with respect to the Prior Credit Agreement, if the Cape Town Convention is applicable, or the right of the Affiliate Guarantors, the Loan Parties and their respective affiliates to challenge any and all claims to such protection. None of this Agreement or the other Loan Documents constitutes an election or agreement within the meaning of Section 1110 or any other provision of the Bankruptcy Code. Nothing herein or in any other Loan Document constitutes an assumption by the Affiliate Guarantors, the Loan Parties or their respective affiliates of any contract or lease under Section 365(a) of the Bankruptcy Code and the Affiliate Guarantors, the Loan Parties and their respective affiliates reserve all of their rights to reject any contract or lease except as otherwise provided in the Settlement Agreement.

(c) Nothing contained herein or in any other Loan Document constitutes a stipulation or an admission that the Abandoned Aircraft or the Restructured Aircraft are entitled to the protection of Article XI of the Cape Town Convention, and the Affiliate Guarantors, the Loan Parties and their respective affiliates reserve all of their rights under applicable agreements and law, including the right to contest that the Cape Town Convention is applicable.

Subsection 11.25 Releases. ~~REDACTED~~ (a) Upon the Closing Date, each of the Agents and the Lenders (each, on behalf of itself and its respective successors and assigns) does hereby fully, finally and forever waive, release and discharge each of the Affiliate Guarantors, the Loan Parties, their respective executors, heirs, successors, assigns, affiliates, shareholders, associates and joint venture partners, joint venture entities (including third-party shareholders of such joint venture entities), parents, subsidiaries and predecessors, customers, together with the officers, directors, partners, principals, members, employees, attorneys, representatives, trustees and agents of the foregoing from any and all Claims owned or controlled by such Agent or Lender in any way arising out of, arising as a result of, related to, with respect to or in connection with, or based in whole or in part on, (i) the Chapter 11 Cases or any Foreign Proceedings, (ii) with respect to the Abandoned Aircraft, any Claims relating to or obligations arising under the Prior Loan Document (including any breach, termination, rejection or modification of any Prior Loan Document, any default relating to any

Restructured Aircraft or any Abandoned Aircraft or any exercise or purported exercise of remedies thereunder), (iii) with respect to the Restructured Aircraft, any Claims relating to or obligations arising under the Prior Loan Document (including any breach, termination, rejection or modification of any Prior Loan Document, any default relating to any Restructured Aircraft or any Abandoned Aircraft or any exercise or purported exercise of remedies thereunder) arising prior to or relating to any circumstance or occurrence existing prior to the Closing Date, or (iv) the negotiation, preparation, execution, delivery or performance of the Settlement Agreement, this Agreement and the other Loan Documents (including, without limitation, any preliminary restructuring or settlement proposals, and the Omnibus Reaffirmation and Release), and, upon the Parent Guarantor's request, the applicable Agents and Lenders shall execute a release with respect thereto. For the avoidance of doubt, each of the Agents and the Lenders (each, on behalf of itself and its respective successors and assigns) acknowledges and agrees that, upon the Closing Date, no Default or Event of Default under any Prior Loan Document shall be continuing.

~~Subsection 11.26 Termination. [REDACTED].~~

(b) The Affiliate Guarantors and the Loan Parties will use commercially reasonable efforts to give and provide to the Agents and the Lenders and their respective advisors customary releases, exculpation, third party release and injunctions in connection with any Chapter 11 Plan.

Subsection 11.26 ~~Subsection 11.27~~ Contractual Recognition of Bail-In. Notwithstanding anything to the contrary in any Loan Document, each party hereto acknowledges that any liability of any party hereto that is an EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured (all such liabilities, other than any Excluded Liability, the "Covered Liabilities"), may be subject to the Write-Down and Conversion Powers and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of Write-Down and Conversion Powers to any Covered Liability arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such Covered Liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such Covered Liability;

(ii) a conversion of all, or a portion of, such Covered Liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such Covered Liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such Covered Liability in connection with the exercise of Write-Down and Conversion Powers.

Notwithstanding anything to the contrary herein, nothing contained in this Subsection ~~11.27~~11.26 shall modify or otherwise alter the rights or obligations under this Agreement or any other Loan Document with respect to any liability that is not a Covered Liability.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the date first written above.

6922767 HOLDING SARL

By: \_\_\_\_\_  
Name:  
Title:

CHC CAYMAN ABL HOLDINGS LTD.

By:\_\_\_\_\_

Name:

Title:

In the presence of:\_\_\_\_\_

Witness:

Name:

Title:

CHC CAYMAN ABL BORROWER LTD.

By:\_\_\_\_\_

Name:

Title:

In the presence of:\_\_\_\_\_

Witness:

Name:

Title:

AGENT AND LENDERS:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Administrative Agent and Lender

By: \_\_\_\_\_  
Name:  
Title:

BNP PARIBAS S.A.,  
as Collateral Agent and Lender

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



DEUTSCHE BANK AG NEW YORK BRANCH,  
as Lender

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

NATIXIS, NEW YORK BRANCH,  
as Lender

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE 1.1(a)**

Abandoned Aircraft

1. Sikorsky Model S76C++ Aircraft Bearing MSN 760674
2. Airbus Helicopters Model EC225 Aircraft Bearing MSN 2674
3. Airbus Helicopters Model EC225 Aircraft Bearing MSN 2914
4. Airbus Helicopters Model EC225 Aircraft Bearing MSN 2949
5. Airbus Helicopters Model EC225 Aircraft Bearing MSN 2986

## SCHEDULE 1.1(b)

### Chapter 11 Debtors

<b>Debtor</b>
CHC Group Ltd.
6922767 Holding SARL
Capital Aviation Services B.V.
CHC Cayman ABL Borrower Ltd.
CHC Cayman ABL Holdings Ltd.
CHC Cayman Investments I Ltd.
CHC Den Helder B.V.
CHC Global Operations (2008) ULC
CHC Global Operations Canada (2008) ULC
CHC Global Operations International ULC
CHC Helicopter (1) S.à r.l.
CHC Helicopter (2) S.à r.l.
CHC Helicopter (3) S.à r.l.
CHC Helicopter (4) S.à r.l.
CHC Helicopter (5) S.à r.l.
CHC Helicopter Australia Pty Ltd
CHC Helicopter Holding S.à r.l.
CHC Helicopter S.A.
CHC Helicopters (Barbados) Limited
CHC Helicopters (Barbados) SRL
CHC Holding (UK) Limited
CHC Holding NL B.V.

<b>Debtor</b>
CHC Hoofddorp B.V.
CHC Leasing (Ireland) Limited
CHC Netherlands B.V.
CHC Norway Acquisition Co AS
Heli-One (Netherlands) B.V.
Heli-One (Norway) AS
Heli-One (U.S.) Inc.
Heli-One (UK) Limited
Heli-One Canada ULC
Heli-One Holdings (UK) Limited
Heli-One Leasing (Norway) AS
Heli-One Leasing ULC
Heli-One USA Inc.
Heliworld Leasing Limited
Integra Leasing AS
Lloyd Bass Strait Helicopters Pty. Ltd.
Lloyd Helicopter Services Limited
Lloyd Helicopter Services Pty. Ltd.
Lloyd Helicopters International Pty. Ltd.
Lloyd Helicopters Pty. Ltd.
Management Aviation Limited

**SCHEDULE 2.5(a)**

Amortization Schedules

~~[REDACTED]~~

1. Tranche 1 Loan

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>February 2017</u>	<u>\$60,571.35</u>	<u>\$22,798.78</u>	<u>\$83,370.13</u>
<u>March 2017</u>	<u>\$60,773.26</u>	<u>\$22,596.87</u>	<u>\$83,370.13</u>
<u>April 2017</u>	<u>\$60,975.83</u>	<u>\$22,394.29</u>	<u>\$83,370.13</u>
<u>May 2017</u>	<u>\$61,179.09</u>	<u>\$22,191.04</u>	<u>\$83,370.13</u>
<u>June 2017</u>	<u>\$61,383.02</u>	<u>\$21,987.11</u>	<u>\$83,370.13</u>
<u>July 2017</u>	<u>\$61,587.63</u>	<u>\$21,782.50</u>	<u>\$83,370.13</u>
<u>August 2017</u>	<u>\$61,792.92</u>	<u>\$21,577.21</u>	<u>\$83,370.13</u>
<u>September 2017</u>	<u>\$61,998.90</u>	<u>\$21,371.23</u>	<u>\$83,370.13</u>
<u>October 2017</u>	<u>\$62,205.56</u>	<u>\$21,164.57</u>	<u>\$83,370.13</u>
<u>November 2017</u>	<u>\$62,412.91</u>	<u>\$20,957.22</u>	<u>\$83,370.13</u>
<u>December 2017</u>	<u>\$62,620.95</u>	<u>\$20,749.18</u>	<u>\$83,370.13</u>
<u>January 2018</u>	<u>\$62,829.69</u>	<u>\$20,540.44</u>	<u>\$83,370.13</u>
<u>February 2018</u>	<u>\$63,039.12</u>	<u>\$20,331.01</u>	<u>\$83,370.13</u>
<u>March 2018</u>	<u>\$63,249.25</u>	<u>\$20,120.88</u>	<u>\$83,370.13</u>
<u>April 2018</u>	<u>\$63,460.08</u>	<u>\$19,910.05</u>	<u>\$83,370.13</u>
<u>May 2018</u>	<u>\$63,671.62</u>	<u>\$19,698.51</u>	<u>\$83,370.13</u>
<u>June 2018</u>	<u>\$63,883.86</u>	<u>\$19,486.27</u>	<u>\$83,370.13</u>
<u>July 2018</u>	<u>\$64,096.80</u>	<u>\$19,273.33</u>	<u>\$83,370.13</u>
<u>August 2018</u>	<u>\$64,310.46</u>	<u>\$19,059.67</u>	<u>\$83,370.13</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>September 2018</u>	<u>\$64,524.83</u>	<u>\$18,845.30</u>	<u>\$83,370.13</u>
<u>October 2018</u>	<u>\$64,739.91</u>	<u>\$18,630.22</u>	<u>\$83,370.13</u>
<u>November 2018</u>	<u>\$64,955.71</u>	<u>\$18,414.42</u>	<u>\$83,370.13</u>
<u>December 2018</u>	<u>\$65,172.23</u>	<u>\$18,197.90</u>	<u>\$83,370.13</u>
<u>January 2019</u>	<u>\$65,389.47</u>	<u>\$17,980.66</u>	<u>\$83,370.13</u>
<u>February 2019</u>	<u>\$65,607.43</u>	<u>\$17,762.70</u>	<u>\$83,370.13</u>
<u>March 2019</u>	<u>\$65,826.12</u>	<u>\$17,544.00</u>	<u>\$83,370.13</u>
<u>April 2019</u>	<u>\$66,045.54</u>	<u>\$17,324.58</u>	<u>\$83,370.13</u>
<u>May 2019</u>	<u>\$66,265.70</u>	<u>\$17,104.43</u>	<u>\$83,370.13</u>
<u>June 2019</u>	<u>\$66,486.58</u>	<u>\$16,883.55</u>	<u>\$83,370.13</u>
<u>July 2019</u>	<u>\$66,708.20</u>	<u>\$16,661.92</u>	<u>\$83,370.13</u>
<u>August 2019</u>	<u>\$66,930.56</u>	<u>\$16,439.56</u>	<u>\$83,370.13</u>
<u>September 2019</u>	<u>\$67,153.67</u>	<u>\$16,216.46</u>	<u>\$83,370.13</u>
<u>October 2019</u>	<u>\$67,377.51</u>	<u>\$15,992.62</u>	<u>\$83,370.13</u>
<u>November 2019</u>	<u>\$67,602.10</u>	<u>\$15,768.02</u>	<u>\$83,370.13</u>
<u>December 2019</u>	<u>\$67,827.44</u>	<u>\$15,542.68</u>	<u>\$83,370.13</u>
<u>January 2020</u>	<u>\$68,053.54</u>	<u>\$15,316.59</u>	<u>\$83,370.13</u>
<u>February 2020</u>	<u>\$68,280.38</u>	<u>\$15,089.75</u>	<u>\$83,370.13</u>
<u>March 2020</u>	<u>\$68,507.98</u>	<u>\$14,862.15</u>	<u>\$83,370.13</u>
<u>April 2020</u>	<u>\$68,736.34</u>	<u>\$14,633.79</u>	<u>\$83,370.13</u>
<u>May 2020</u>	<u>\$68,965.46</u>	<u>\$14,404.66</u>	<u>\$83,370.13</u>
<u>June 2020</u>	<u>\$69,195.35</u>	<u>\$14,174.78</u>	<u>\$83,370.13</u>
<u>July 2020</u>	<u>\$69,426.00</u>	<u>\$13,944.13</u>	<u>\$83,370.13</u>
<u>August 2020</u>	<u>\$69,657.42</u>	<u>\$13,712.71</u>	<u>\$83,370.13</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>September 2020</u>	<u>\$69,889.61</u>	<u>\$13,480.52</u>	<u>\$83,370.13</u>
<u>October 2020</u>	<u>\$70,122.58</u>	<u>\$13,247.55</u>	<u>\$83,370.13</u>
<u>November 2020</u>	<u>\$70,356.32</u>	<u>\$13,013.81</u>	<u>\$83,370.13</u>
<u>December 2020</u>	<u>\$70,590.84</u>	<u>\$12,779.29</u>	<u>\$83,370.13</u>
<u>January 2021</u>	<u>\$70,826.14</u>	<u>\$12,543.99</u>	<u>\$83,370.13</u>
<u>February 2021</u>	<u>\$71,062.23</u>	<u>\$12,307.90</u>	<u>\$83,370.13</u>
<u>March 2021</u>	<u>\$71,299.10</u>	<u>\$12,071.03</u>	<u>\$83,370.13</u>
<u>April 2021</u>	<u>\$71,536.77</u>	<u>\$11,833.36</u>	<u>\$83,370.13</u>
<u>May 2021</u>	<u>\$71,775.22</u>	<u>\$11,594.91</u>	<u>\$83,370.13</u>
<u>June 2021</u>	<u>\$72,014.47</u>	<u>\$11,355.65</u>	<u>\$83,370.13</u>
<u>July 2021</u>	<u>\$72,254.52</u>	<u>\$11,115.61</u>	<u>\$83,370.13</u>
<u>August 2021</u>	<u>\$72,495.37</u>	<u>\$10,874.76</u>	<u>\$83,370.13</u>
<u>September 2021</u>	<u>\$72,737.02</u>	<u>\$10,633.11</u>	<u>\$83,370.13</u>
<u>October 2021</u>	<u>\$72,979.48</u>	<u>\$10,390.65</u>	<u>\$83,370.13</u>
<u>November 2021</u>	<u>\$73,222.74</u>	<u>\$10,147.39</u>	<u>\$83,370.13</u>
<u>December 2021</u>	<u>\$73,466.82</u>	<u>\$9,903.31</u>	<u>\$83,370.13</u>
<u>January 2022</u>			<u>\$2,907,184.42</u>

2. Tranche 2 Loan

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>February 2017</u>	<u>\$45,197.45</u>	<u>\$17,012.11</u>	<u>\$62,209.56</u>
<u>March 2017</u>	<u>\$45,348.10</u>	<u>\$16,861.45</u>	<u>\$62,209.56</u>
<u>April 2017</u>	<u>\$45,499.27</u>	<u>\$16,710.29</u>	<u>\$62,209.56</u>
<u>May 2017</u>	<u>\$45,650.93</u>	<u>\$16,558.63</u>	<u>\$62,209.56</u>
<u>June 2017</u>	<u>\$45,803.10</u>	<u>\$16,406.46</u>	<u>\$62,209.56</u>
<u>July 2017</u>	<u>\$45,955.78</u>	<u>\$16,253.78</u>	<u>\$62,209.56</u>
<u>August 2017</u>	<u>\$46,108.96</u>	<u>\$16,100.59</u>	<u>\$62,209.56</u>
<u>September 2017</u>	<u>\$46,262.66</u>	<u>\$15,946.90</u>	<u>\$62,209.56</u>
<u>October 2017</u>	<u>\$46,416.87</u>	<u>\$15,792.69</u>	<u>\$62,209.56</u>
<u>November 2017</u>	<u>\$46,571.59</u>	<u>\$15,637.97</u>	<u>\$62,209.56</u>
<u>December 2017</u>	<u>\$46,726.83</u>	<u>\$15,482.73</u>	<u>\$62,209.56</u>
<u>January 2018</u>	<u>\$46,882.59</u>	<u>\$15,326.97</u>	<u>\$62,209.56</u>
<u>February 2018</u>	<u>\$47,038.86</u>	<u>\$15,170.70</u>	<u>\$62,209.56</u>
<u>March 2018</u>	<u>\$47,195.66</u>	<u>\$15,013.90</u>	<u>\$62,209.56</u>
<u>April 2018</u>	<u>\$47,352.98</u>	<u>\$14,856.58</u>	<u>\$62,209.56</u>
<u>May 2018</u>	<u>\$47,510.82</u>	<u>\$14,698.74</u>	<u>\$62,209.56</u>
<u>June 2018</u>	<u>\$47,669.19</u>	<u>\$14,540.37</u>	<u>\$62,209.56</u>
<u>July 2018</u>	<u>\$47,828.09</u>	<u>\$14,381.47</u>	<u>\$62,209.56</u>
<u>August 2018</u>	<u>\$47,987.51</u>	<u>\$14,222.04</u>	<u>\$62,209.56</u>
<u>September 2018</u>	<u>\$48,147.47</u>	<u>\$14,062.09</u>	<u>\$62,209.56</u>
<u>October 2018</u>	<u>\$48,307.96</u>	<u>\$13,901.59</u>	<u>\$62,209.56</u>
<u>November 2018</u>	<u>\$48,468.99</u>	<u>\$13,740.57</u>	<u>\$62,209.56</u>



<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2018</u>	<u>\$48,630.55</u>	<u>\$13,579.00</u>	<u>\$62,209.56</u>
<u>January 2019</u>	<u>\$48,792.65</u>	<u>\$13,416.90</u>	<u>\$62,209.56</u>
<u>February 2019</u>	<u>\$48,955.30</u>	<u>\$13,254.26</u>	<u>\$62,209.56</u>
<u>March 2019</u>	<u>\$49,118.48</u>	<u>\$13,091.08</u>	<u>\$62,209.56</u>
<u>April 2019</u>	<u>\$49,282.21</u>	<u>\$12,927.35</u>	<u>\$62,209.56</u>
<u>May 2019</u>	<u>\$49,446.48</u>	<u>\$12,763.07</u>	<u>\$62,209.56</u>
<u>June 2019</u>	<u>\$49,611.30</u>	<u>\$12,598.25</u>	<u>\$62,209.56</u>
<u>July 2019</u>	<u>\$49,776.68</u>	<u>\$12,432.88</u>	<u>\$62,209.56</u>
<u>August 2019</u>	<u>\$49,942.60</u>	<u>\$12,266.96</u>	<u>\$62,209.56</u>
<u>September 2019</u>	<u>\$50,109.07</u>	<u>\$12,100.48</u>	<u>\$62,209.56</u>
<u>October 2019</u>	<u>\$50,276.10</u>	<u>\$11,933.45</u>	<u>\$62,209.56</u>
<u>November 2019</u>	<u>\$50,443.69</u>	<u>\$11,765.87</u>	<u>\$62,209.56</u>
<u>December 2019</u>	<u>\$50,611.84</u>	<u>\$11,597.72</u>	<u>\$62,209.56</u>
<u>January 2020</u>	<u>\$50,780.54</u>	<u>\$11,429.01</u>	<u>\$62,209.56</u>
<u>February 2020</u>	<u>\$50,949.81</u>	<u>\$11,259.75</u>	<u>\$62,209.56</u>
<u>March 2020</u>	<u>\$51,119.64</u>	<u>\$11,089.91</u>	<u>\$62,209.56</u>
<u>April 2020</u>	<u>\$51,290.04</u>	<u>\$10,919.51</u>	<u>\$62,209.56</u>
<u>May 2020</u>	<u>\$51,461.01</u>	<u>\$10,748.55</u>	<u>\$62,209.56</u>
<u>June 2020</u>	<u>\$51,632.55</u>	<u>\$10,577.01</u>	<u>\$62,209.56</u>
<u>July 2020</u>	<u>\$51,804.65</u>	<u>\$10,404.90</u>	<u>\$62,209.56</u>
<u>August 2020</u>	<u>\$51,977.34</u>	<u>\$10,232.22</u>	<u>\$62,209.56</u>
<u>September 2020</u>	<u>\$52,150.59</u>	<u>\$10,058.96</u>	<u>\$62,209.56</u>
<u>October 2020</u>	<u>\$52,324.43</u>	<u>\$9,885.13</u>	<u>\$62,209.56</u>
<u>November 2020</u>	<u>\$52,498.84</u>	<u>\$9,710.71</u>	<u>\$62,209.56</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2020</u>	<u>\$52,673.84</u>	<u>\$9,535.72</u>	<u>\$62,209.56</u>
<u>January 2021</u>	<u>\$52,849.42</u>	<u>\$9,360.14</u>	<u>\$62,209.56</u>
<u>February 2021</u>	<u>\$53,025.58</u>	<u>\$9,183.97</u>	<u>\$62,209.56</u>
<u>March 2021</u>	<u>\$53,202.34</u>	<u>\$9,007.22</u>	<u>\$62,209.56</u>
<u>April 2021</u>	<u>\$53,379.68</u>	<u>\$8,829.88</u>	<u>\$62,209.56</u>
<u>May 2021</u>	<u>\$53,557.61</u>	<u>\$8,651.95</u>	<u>\$62,209.56</u>
<u>June 2021</u>	<u>\$53,736.14</u>	<u>\$8,473.42</u>	<u>\$62,209.56</u>
<u>July 2021</u>	<u>\$53,915.26</u>	<u>\$8,294.30</u>	<u>\$62,209.56</u>
<u>August 2021</u>	<u>\$54,094.97</u>	<u>\$8,114.58</u>	<u>\$62,209.56</u>
<u>September 2021</u>	<u>\$54,275.29</u>	<u>\$7,934.27</u>	<u>\$62,209.56</u>
<u>October 2021</u>	<u>\$54,456.21</u>	<u>\$7,753.35</u>	<u>\$62,209.56</u>
<u>November 2021</u>	<u>\$54,637.73</u>	<u>\$7,571.83</u>	<u>\$62,209.56</u>
<u>December 2021</u>	<u>\$54,819.85</u>	<u>\$7,389.70</u>	<u>\$62,209.56</u>
<b><u>January 2022</u></b>			<b><u>\$2,169,298.02</u></b>

3. Tranche 3 Loan

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>February 2017</u>	<u>\$48,987.01</u>	<u>\$18,438.48</u>	<u>\$67,425.49</u>
<u>March 2017</u>	<u>\$49,150.30</u>	<u>\$18,275.19</u>	<u>\$67,425.49</u>
<u>April 2017</u>	<u>\$49,314.13</u>	<u>\$18,111.36</u>	<u>\$67,425.49</u>
<u>May 2017</u>	<u>\$49,478.51</u>	<u>\$17,946.98</u>	<u>\$67,425.49</u>
<u>June 2017</u>	<u>\$49,643.44</u>	<u>\$17,782.05</u>	<u>\$67,425.49</u>
<u>July 2017</u>	<u>\$49,808.92</u>	<u>\$17,616.57</u>	<u>\$67,425.49</u>
<u>August 2017</u>	<u>\$49,974.95</u>	<u>\$17,450.54</u>	<u>\$67,425.49</u>
<u>September 2017</u>	<u>\$50,141.53</u>	<u>\$17,283.96</u>	<u>\$67,425.49</u>
<u>October 2017</u>	<u>\$50,308.67</u>	<u>\$17,116.82</u>	<u>\$67,425.49</u>
<u>November 2017</u>	<u>\$50,476.37</u>	<u>\$16,949.13</u>	<u>\$67,425.49</u>
<u>December 2017</u>	<u>\$50,644.62</u>	<u>\$16,780.87</u>	<u>\$67,425.49</u>
<u>January 2018</u>	<u>\$50,813.44</u>	<u>\$16,612.06</u>	<u>\$67,425.49</u>
<u>February 2018</u>	<u>\$50,982.81</u>	<u>\$16,442.68</u>	<u>\$67,425.49</u>
<u>March 2018</u>	<u>\$51,152.76</u>	<u>\$16,272.73</u>	<u>\$67,425.49</u>
<u>April 2018</u>	<u>\$51,323.27</u>	<u>\$16,102.23</u>	<u>\$67,425.49</u>
<u>May 2018</u>	<u>\$51,494.34</u>	<u>\$15,931.15</u>	<u>\$67,425.49</u>
<u>June 2018</u>	<u>\$51,665.99</u>	<u>\$15,759.50</u>	<u>\$67,425.49</u>
<u>July 2018</u>	<u>\$51,838.21</u>	<u>\$15,587.28</u>	<u>\$67,425.49</u>
<u>August 2018</u>	<u>\$52,011.01</u>	<u>\$15,414.49</u>	<u>\$67,425.49</u>
<u>September 2018</u>	<u>\$52,184.38</u>	<u>\$15,241.12</u>	<u>\$67,425.49</u>
<u>October 2018</u>	<u>\$52,358.32</u>	<u>\$15,067.17</u>	<u>\$67,425.49</u>
<u>November 2018</u>	<u>\$52,532.85</u>	<u>\$14,892.64</u>	<u>\$67,425.49</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2018</u>	<u>\$52,707.96</u>	<u>\$14,717.53</u>	<u>\$67,425.49</u>
<u>January 2019</u>	<u>\$52,883.65</u>	<u>\$14,541.84</u>	<u>\$67,425.49</u>
<u>February 2019</u>	<u>\$53,059.93</u>	<u>\$14,365.56</u>	<u>\$67,425.49</u>
<u>March 2019</u>	<u>\$53,236.80</u>	<u>\$14,188.69</u>	<u>\$67,425.49</u>
<u>April 2019</u>	<u>\$53,414.26</u>	<u>\$14,011.24</u>	<u>\$67,425.49</u>
<u>May 2019</u>	<u>\$53,592.30</u>	<u>\$13,833.19</u>	<u>\$67,425.49</u>
<u>June 2019</u>	<u>\$53,770.94</u>	<u>\$13,654.55</u>	<u>\$67,425.49</u>
<u>July 2019</u>	<u>\$53,950.18</u>	<u>\$13,475.31</u>	<u>\$67,425.49</u>
<u>August 2019</u>	<u>\$54,130.01</u>	<u>\$13,295.48</u>	<u>\$67,425.49</u>
<u>September 2019</u>	<u>\$54,310.45</u>	<u>\$13,115.04</u>	<u>\$67,425.49</u>
<u>October 2019</u>	<u>\$54,491.48</u>	<u>\$12,934.01</u>	<u>\$67,425.49</u>
<u>November 2019</u>	<u>\$54,673.12</u>	<u>\$12,752.37</u>	<u>\$67,425.49</u>
<u>December 2019</u>	<u>\$54,855.36</u>	<u>\$12,570.13</u>	<u>\$67,425.49</u>
<u>January 2020</u>	<u>\$55,038.22</u>	<u>\$12,387.28</u>	<u>\$67,425.49</u>
<u>February 2020</u>	<u>\$55,221.68</u>	<u>\$12,203.82</u>	<u>\$67,425.49</u>
<u>March 2020</u>	<u>\$55,405.75</u>	<u>\$12,019.74</u>	<u>\$67,425.49</u>
<u>April 2020</u>	<u>\$55,590.43</u>	<u>\$11,835.06</u>	<u>\$67,425.49</u>
<u>May 2020</u>	<u>\$55,775.74</u>	<u>\$11,649.76</u>	<u>\$67,425.49</u>
<u>June 2020</u>	<u>\$55,961.65</u>	<u>\$11,463.84</u>	<u>\$67,425.49</u>
<u>July 2020</u>	<u>\$56,148.19</u>	<u>\$11,277.30</u>	<u>\$67,425.49</u>
<u>August 2020</u>	<u>\$56,335.35</u>	<u>\$11,090.14</u>	<u>\$67,425.49</u>
<u>September 2020</u>	<u>\$56,523.14</u>	<u>\$10,902.35</u>	<u>\$67,425.49</u>
<u>October 2020</u>	<u>\$56,711.55</u>	<u>\$10,713.94</u>	<u>\$67,425.49</u>
<u>November 2020</u>	<u>\$56,900.59</u>	<u>\$10,524.90</u>	<u>\$67,425.49</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2020</u>	<u>\$57,090.26</u>	<u>\$10,335.23</u>	<u>\$67,425.49</u>
<u>January 2021</u>	<u>\$57,280.56</u>	<u>\$10,144.93</u>	<u>\$67,425.49</u>
<u>February 2021</u>	<u>\$57,471.49</u>	<u>\$9,954.00</u>	<u>\$67,425.49</u>
<u>March 2021</u>	<u>\$57,663.06</u>	<u>\$9,762.43</u>	<u>\$67,425.49</u>
<u>April 2021</u>	<u>\$57,855.27</u>	<u>\$9,570.22</u>	<u>\$67,425.49</u>
<u>May 2021</u>	<u>\$58,048.13</u>	<u>\$9,377.37</u>	<u>\$67,425.49</u>
<u>June 2021</u>	<u>\$58,241.62</u>	<u>\$9,183.87</u>	<u>\$67,425.49</u>
<u>July 2021</u>	<u>\$58,435.76</u>	<u>\$8,989.73</u>	<u>\$67,425.49</u>
<u>August 2021</u>	<u>\$58,630.54</u>	<u>\$8,794.95</u>	<u>\$67,425.49</u>
<u>September 2021</u>	<u>\$58,825.98</u>	<u>\$8,599.51</u>	<u>\$67,425.49</u>
<u>October 2021</u>	<u>\$59,022.07</u>	<u>\$8,403.43</u>	<u>\$67,425.49</u>
<u>November 2021</u>	<u>\$59,218.81</u>	<u>\$8,206.69</u>	<u>\$67,425.49</u>
<u>December 2021</u>	<u>\$59,416.20</u>	<u>\$8,009.29</u>	<u>\$67,425.49</u>
<b><u>January 2022</u></b>			<b><u>\$2,351,181.92</u></b>

4. Tranche 4 Loan

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>February 2017</u>	<u>\$70,861.71</u>	<u>\$26,672.02</u>	<u>\$97,533.73</u>
<u>March 2017</u>	<u>\$71,097.92</u>	<u>\$26,435.81</u>	<u>\$97,533.73</u>
<u>April 2017</u>	<u>\$71,334.91</u>	<u>\$26,198.82</u>	<u>\$97,533.73</u>
<u>May 2017</u>	<u>\$71,572.69</u>	<u>\$25,961.04</u>	<u>\$97,533.73</u>
<u>June 2017</u>	<u>\$71,811.27</u>	<u>\$25,722.46</u>	<u>\$97,533.73</u>
<u>July 2017</u>	<u>\$72,050.64</u>	<u>\$25,483.09</u>	<u>\$97,533.73</u>
<u>August 2017</u>	<u>\$72,290.81</u>	<u>\$25,242.92</u>	<u>\$97,533.73</u>
<u>September 2017</u>	<u>\$72,531.78</u>	<u>\$25,001.95</u>	<u>\$97,533.73</u>
<u>October 2017</u>	<u>\$72,773.55</u>	<u>\$24,760.18</u>	<u>\$97,533.73</u>
<u>November 2017</u>	<u>\$73,016.13</u>	<u>\$24,517.60</u>	<u>\$97,533.73</u>
<u>December 2017</u>	<u>\$73,259.51</u>	<u>\$24,274.22</u>	<u>\$97,533.73</u>
<u>January 2018</u>	<u>\$73,503.71</u>	<u>\$24,030.02</u>	<u>\$97,533.73</u>
<u>February 2018</u>	<u>\$73,748.73</u>	<u>\$23,785.00</u>	<u>\$97,533.73</u>
<u>March 2018</u>	<u>\$73,994.55</u>	<u>\$23,539.18</u>	<u>\$97,533.73</u>
<u>April 2018</u>	<u>\$74,241.20</u>	<u>\$23,292.53</u>	<u>\$97,533.73</u>
<u>May 2018</u>	<u>\$74,488.67</u>	<u>\$23,045.06</u>	<u>\$97,533.73</u>
<u>June 2018</u>	<u>\$74,736.97</u>	<u>\$22,796.76</u>	<u>\$97,533.73</u>
<u>July 2018</u>	<u>\$74,986.09</u>	<u>\$22,547.64</u>	<u>\$97,533.73</u>
<u>August 2018</u>	<u>\$75,236.05</u>	<u>\$22,297.68</u>	<u>\$97,533.73</u>
<u>September 2018</u>	<u>\$75,486.83</u>	<u>\$22,046.90</u>	<u>\$97,533.73</u>
<u>October 2018</u>	<u>\$75,738.46</u>	<u>\$21,795.27</u>	<u>\$97,533.73</u>
<u>November 2018</u>	<u>\$75,990.92</u>	<u>\$21,542.81</u>	<u>\$97,533.73</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2018</u>	<u>\$76,244.22</u>	<u>\$21,289.51</u>	<u>\$97,533.73</u>
<u>January 2019</u>	<u>\$76,498.37</u>	<u>\$21,035.36</u>	<u>\$97,533.73</u>
<u>February 2019</u>	<u>\$76,753.36</u>	<u>\$20,780.37</u>	<u>\$97,533.73</u>
<u>March 2019</u>	<u>\$77,009.21</u>	<u>\$20,524.52</u>	<u>\$97,533.73</u>
<u>April 2019</u>	<u>\$77,265.90</u>	<u>\$20,267.83</u>	<u>\$97,533.73</u>
<u>May 2019</u>	<u>\$77,523.46</u>	<u>\$20,010.27</u>	<u>\$97,533.73</u>
<u>June 2019</u>	<u>\$77,781.87</u>	<u>\$19,751.86</u>	<u>\$97,533.73</u>
<u>July 2019</u>	<u>\$78,041.14</u>	<u>\$19,492.59</u>	<u>\$97,533.73</u>
<u>August 2019</u>	<u>\$78,301.28</u>	<u>\$19,232.45</u>	<u>\$97,533.73</u>
<u>September 2019</u>	<u>\$78,562.28</u>	<u>\$18,971.45</u>	<u>\$97,533.73</u>
<u>October 2019</u>	<u>\$78,824.16</u>	<u>\$18,709.57</u>	<u>\$97,533.73</u>
<u>November 2019</u>	<u>\$79,086.90</u>	<u>\$18,446.83</u>	<u>\$97,533.73</u>
<u>December 2019</u>	<u>\$79,350.53</u>	<u>\$18,183.20</u>	<u>\$97,533.73</u>
<u>January 2020</u>	<u>\$79,615.03</u>	<u>\$17,918.70</u>	<u>\$97,533.73</u>
<u>February 2020</u>	<u>\$79,880.41</u>	<u>\$17,653.32</u>	<u>\$97,533.73</u>
<u>March 2020</u>	<u>\$80,146.68</u>	<u>\$17,387.05</u>	<u>\$97,533.73</u>
<u>April 2020</u>	<u>\$80,413.84</u>	<u>\$17,119.89</u>	<u>\$97,533.73</u>
<u>May 2020</u>	<u>\$80,681.88</u>	<u>\$16,851.85</u>	<u>\$97,533.73</u>
<u>June 2020</u>	<u>\$80,950.82</u>	<u>\$16,582.91</u>	<u>\$97,533.73</u>
<u>July 2020</u>	<u>\$81,220.66</u>	<u>\$16,313.07</u>	<u>\$97,533.73</u>
<u>August 2020</u>	<u>\$81,491.39</u>	<u>\$16,042.34</u>	<u>\$97,533.73</u>
<u>September 2020</u>	<u>\$81,763.03</u>	<u>\$15,770.70</u>	<u>\$97,533.73</u>
<u>October 2020</u>	<u>\$82,035.57</u>	<u>\$15,498.15</u>	<u>\$97,533.73</u>
<u>November 2020</u>	<u>\$82,309.03</u>	<u>\$15,224.70</u>	<u>\$97,533.73</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2020</u>	<u>\$82,583.39</u>	<u>\$14,950.34</u>	<u>\$97,533.73</u>
<u>January 2021</u>	<u>\$82,858.67</u>	<u>\$14,675.06</u>	<u>\$97,533.73</u>
<u>February 2021</u>	<u>\$83,134.86</u>	<u>\$14,398.87</u>	<u>\$97,533.73</u>
<u>March 2021</u>	<u>\$83,411.98</u>	<u>\$14,121.75</u>	<u>\$97,533.73</u>
<u>April 2021</u>	<u>\$83,690.02</u>	<u>\$13,843.71</u>	<u>\$97,533.73</u>
<u>May 2021</u>	<u>\$83,968.99</u>	<u>\$13,564.74</u>	<u>\$97,533.73</u>
<u>June 2021</u>	<u>\$84,248.88</u>	<u>\$13,284.85</u>	<u>\$97,533.73</u>
<u>July 2021</u>	<u>\$84,529.71</u>	<u>\$13,004.02</u>	<u>\$97,533.73</u>
<u>August 2021</u>	<u>\$84,811.48</u>	<u>\$12,722.25</u>	<u>\$97,533.73</u>
<u>September 2021</u>	<u>\$85,094.18</u>	<u>\$12,439.55</u>	<u>\$97,533.73</u>
<u>October 2021</u>	<u>\$85,377.83</u>	<u>\$12,155.90</u>	<u>\$97,533.73</u>
<u>November 2021</u>	<u>\$85,662.42</u>	<u>\$11,871.31</u>	<u>\$97,533.73</u>
<u>December 2021</u>	<u>\$85,947.96</u>	<u>\$11,585.76</u>	<u>\$97,533.73</u>
<b><u>January 2022</u></b>			<b><u>\$3,401,080.78</u></b>



5. Tranche 5 Loan

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>February 2017</u>	<u>\$92,921.26</u>	<u>\$34,975.13</u>	<u>\$127,896.39</u>
<u>March 2017</u>	<u>\$93,231.00</u>	<u>\$34,665.40</u>	<u>\$127,896.39</u>
<u>April 2017</u>	<u>\$93,541.77</u>	<u>\$34,354.63</u>	<u>\$127,896.39</u>
<u>May 2017</u>	<u>\$93,853.58</u>	<u>\$34,042.82</u>	<u>\$127,896.39</u>
<u>June 2017</u>	<u>\$94,166.42</u>	<u>\$33,729.97</u>	<u>\$127,896.39</u>
<u>July 2017</u>	<u>\$94,480.31</u>	<u>\$33,416.09</u>	<u>\$127,896.39</u>
<u>August 2017</u>	<u>\$94,795.24</u>	<u>\$33,101.15</u>	<u>\$127,896.39</u>
<u>September 2017</u>	<u>\$95,111.23</u>	<u>\$32,785.17</u>	<u>\$127,896.39</u>
<u>October 2017</u>	<u>\$95,428.26</u>	<u>\$32,468.13</u>	<u>\$127,896.39</u>
<u>November 2017</u>	<u>\$95,746.36</u>	<u>\$32,150.04</u>	<u>\$127,896.39</u>
<u>December 2017</u>	<u>\$96,065.51</u>	<u>\$31,830.88</u>	<u>\$127,896.39</u>
<u>January 2018</u>	<u>\$96,385.73</u>	<u>\$31,510.66</u>	<u>\$127,896.39</u>
<u>February 2018</u>	<u>\$96,707.02</u>	<u>\$31,189.38</u>	<u>\$127,896.39</u>
<u>March 2018</u>	<u>\$97,029.37</u>	<u>\$30,867.02</u>	<u>\$127,896.39</u>
<u>April 2018</u>	<u>\$97,352.81</u>	<u>\$30,543.59</u>	<u>\$127,896.39</u>
<u>May 2018</u>	<u>\$97,677.31</u>	<u>\$30,219.08</u>	<u>\$127,896.39</u>
<u>June 2018</u>	<u>\$98,002.91</u>	<u>\$29,893.49</u>	<u>\$127,896.39</u>
<u>July 2018</u>	<u>\$98,329.58</u>	<u>\$29,566.81</u>	<u>\$127,896.39</u>
<u>August 2018</u>	<u>\$98,657.35</u>	<u>\$29,239.05</u>	<u>\$127,896.39</u>
<u>September 2018</u>	<u>\$98,986.21</u>	<u>\$28,910.19</u>	<u>\$127,896.39</u>
<u>October 2018</u>	<u>\$99,316.16</u>	<u>\$28,580.24</u>	<u>\$127,896.39</u>
<u>November 2018</u>	<u>\$99,647.21</u>	<u>\$28,249.18</u>	<u>\$127,896.39</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2018</u>	<u>\$99,979.37</u>	<u>\$27,917.02</u>	<u>\$127,896.39</u>
<u>January 2019</u>	<u>\$100,312.63</u>	<u>\$27,583.76</u>	<u>\$127,896.39</u>
<u>February 2019</u>	<u>\$100,647.01</u>	<u>\$27,249.38</u>	<u>\$127,896.39</u>
<u>March 2019</u>	<u>\$100,982.50</u>	<u>\$26,913.89</u>	<u>\$127,896.39</u>
<u>April 2019</u>	<u>\$101,319.11</u>	<u>\$26,577.29</u>	<u>\$127,896.39</u>
<u>May 2019</u>	<u>\$101,656.84</u>	<u>\$26,239.56</u>	<u>\$127,896.39</u>
<u>June 2019</u>	<u>\$101,995.70</u>	<u>\$25,900.70</u>	<u>\$127,896.39</u>
<u>July 2019</u>	<u>\$102,335.68</u>	<u>\$25,560.71</u>	<u>\$127,896.39</u>
<u>August 2019</u>	<u>\$102,676.80</u>	<u>\$25,219.60</u>	<u>\$127,896.39</u>
<u>September 2019</u>	<u>\$103,019.06</u>	<u>\$24,877.34</u>	<u>\$127,896.39</u>
<u>October 2019</u>	<u>\$103,362.45</u>	<u>\$24,533.94</u>	<u>\$127,896.39</u>
<u>November 2019</u>	<u>\$103,706.99</u>	<u>\$24,189.40</u>	<u>\$127,896.39</u>
<u>December 2019</u>	<u>\$104,052.68</u>	<u>\$23,843.71</u>	<u>\$127,896.39</u>
<u>January 2020</u>	<u>\$104,399.53</u>	<u>\$23,496.87</u>	<u>\$127,896.39</u>
<u>February 2020</u>	<u>\$104,747.52</u>	<u>\$23,148.87</u>	<u>\$127,896.39</u>
<u>March 2020</u>	<u>\$105,096.68</u>	<u>\$22,799.71</u>	<u>\$127,896.39</u>
<u>April 2020</u>	<u>\$105,447.01</u>	<u>\$22,449.39</u>	<u>\$127,896.39</u>
<u>May 2020</u>	<u>\$105,798.50</u>	<u>\$22,097.90</u>	<u>\$127,896.39</u>
<u>June 2020</u>	<u>\$106,151.16</u>	<u>\$21,745.24</u>	<u>\$127,896.39</u>
<u>July 2020</u>	<u>\$106,504.99</u>	<u>\$21,391.40</u>	<u>\$127,896.39</u>
<u>August 2020</u>	<u>\$106,860.01</u>	<u>\$21,036.38</u>	<u>\$127,896.39</u>
<u>September 2020</u>	<u>\$107,216.21</u>	<u>\$20,680.18</u>	<u>\$127,896.39</u>
<u>October 2020</u>	<u>\$107,573.60</u>	<u>\$20,322.80</u>	<u>\$127,896.39</u>
<u>November 2020</u>	<u>\$107,932.18</u>	<u>\$19,964.22</u>	<u>\$127,896.39</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2020</u>	<u>\$108,291.95</u>	<u>\$19,604.44</u>	<u>\$127,896.39</u>
<u>January 2021</u>	<u>\$108,652.92</u>	<u>\$19,243.47</u>	<u>\$127,896.39</u>
<u>February 2021</u>	<u>\$109,015.10</u>	<u>\$18,881.29</u>	<u>\$127,896.39</u>
<u>March 2021</u>	<u>\$109,378.48</u>	<u>\$18,517.91</u>	<u>\$127,896.39</u>
<u>April 2021</u>	<u>\$109,743.08</u>	<u>\$18,153.32</u>	<u>\$127,896.39</u>
<u>May 2021</u>	<u>\$110,108.89</u>	<u>\$17,787.51</u>	<u>\$127,896.39</u>
<u>June 2021</u>	<u>\$110,475.92</u>	<u>\$17,420.48</u>	<u>\$127,896.39</u>
<u>July 2021</u>	<u>\$110,844.17</u>	<u>\$17,052.22</u>	<u>\$127,896.39</u>
<u>August 2021</u>	<u>\$111,213.65</u>	<u>\$16,682.74</u>	<u>\$127,896.39</u>
<u>September 2021</u>	<u>\$111,584.36</u>	<u>\$16,312.03</u>	<u>\$127,896.39</u>
<u>October 2021</u>	<u>\$111,956.31</u>	<u>\$15,940.08</u>	<u>\$127,896.39</u>
<u>November 2021</u>	<u>\$112,329.50</u>	<u>\$15,566.89</u>	<u>\$127,896.39</u>
<u>December 2021</u>	<u>\$112,703.93</u>	<u>\$15,192.46</u>	<u>\$127,896.39</u>
<b><u>January 2022</u></b>			<b><u>\$4,459,851.70</u></b>

6. Tranche 6 Loan

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>February 2017</u>	<u>\$47,323.30</u>	<u>\$17,812.27</u>	<u>\$65,135.57</u>
<u>March 2017</u>	<u>\$47,481.04</u>	<u>\$17,654.53</u>	<u>\$65,135.57</u>
<u>April 2017</u>	<u>\$47,639.31</u>	<u>\$17,496.26</u>	<u>\$65,135.57</u>
<u>May 2017</u>	<u>\$47,798.11</u>	<u>\$17,337.46</u>	<u>\$65,135.57</u>
<u>June 2017</u>	<u>\$47,957.44</u>	<u>\$17,178.13</u>	<u>\$65,135.57</u>
<u>July 2017</u>	<u>\$48,117.29</u>	<u>\$17,018.27</u>	<u>\$65,135.57</u>
<u>August 2017</u>	<u>\$48,277.68</u>	<u>\$16,857.88</u>	<u>\$65,135.57</u>
<u>September 2017</u>	<u>\$48,438.61</u>	<u>\$16,696.96</u>	<u>\$65,135.57</u>
<u>October 2017</u>	<u>\$48,600.07</u>	<u>\$16,535.49</u>	<u>\$65,135.57</u>
<u>November 2017</u>	<u>\$48,762.07</u>	<u>\$16,373.49</u>	<u>\$65,135.57</u>
<u>December 2017</u>	<u>\$48,924.61</u>	<u>\$16,210.95</u>	<u>\$65,135.57</u>
<u>January 2018</u>	<u>\$49,087.69</u>	<u>\$16,047.87</u>	<u>\$65,135.57</u>
<u>February 2018</u>	<u>\$49,251.32</u>	<u>\$15,884.25</u>	<u>\$65,135.57</u>
<u>March 2018</u>	<u>\$49,415.49</u>	<u>\$15,720.07</u>	<u>\$65,135.57</u>
<u>April 2018</u>	<u>\$49,580.21</u>	<u>\$15,555.36</u>	<u>\$65,135.57</u>
<u>May 2018</u>	<u>\$49,745.48</u>	<u>\$15,390.09</u>	<u>\$65,135.57</u>
<u>June 2018</u>	<u>\$49,911.30</u>	<u>\$15,224.27</u>	<u>\$65,135.57</u>
<u>July 2018</u>	<u>\$50,077.67</u>	<u>\$15,057.90</u>	<u>\$65,135.57</u>
<u>August 2018</u>	<u>\$50,244.59</u>	<u>\$14,890.97</u>	<u>\$65,135.57</u>
<u>September 2018</u>	<u>\$50,412.07</u>	<u>\$14,723.49</u>	<u>\$65,135.57</u>
<u>October 2018</u>	<u>\$50,580.11</u>	<u>\$14,555.45</u>	<u>\$65,135.57</u>
<u>November 2018</u>	<u>\$50,748.71</u>	<u>\$14,386.85</u>	<u>\$65,135.57</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2018</u>	<u>\$50,917.88</u>	<u>\$14,217.69</u>	<u>\$65,135.57</u>
<u>January 2019</u>	<u>\$51,087.60</u>	<u>\$14,047.96</u>	<u>\$65,135.57</u>
<u>February 2019</u>	<u>\$51,257.90</u>	<u>\$13,877.67</u>	<u>\$65,135.57</u>
<u>March 2019</u>	<u>\$51,428.75</u>	<u>\$13,706.81</u>	<u>\$65,135.57</u>
<u>April 2019</u>	<u>\$51,600.18</u>	<u>\$13,535.38</u>	<u>\$65,135.57</u>
<u>May 2019</u>	<u>\$51,772.18</u>	<u>\$13,363.38</u>	<u>\$65,135.57</u>
<u>June 2019</u>	<u>\$51,944.76</u>	<u>\$13,190.81</u>	<u>\$65,135.57</u>
<u>July 2019</u>	<u>\$52,117.91</u>	<u>\$13,017.66</u>	<u>\$65,135.57</u>
<u>August 2019</u>	<u>\$52,291.63</u>	<u>\$12,843.93</u>	<u>\$65,135.57</u>
<u>September 2019</u>	<u>\$52,465.94</u>	<u>\$12,669.63</u>	<u>\$65,135.57</u>
<u>October 2019</u>	<u>\$52,640.83</u>	<u>\$12,494.74</u>	<u>\$65,135.57</u>
<u>November 2019</u>	<u>\$52,816.30</u>	<u>\$12,319.27</u>	<u>\$65,135.57</u>
<u>December 2019</u>	<u>\$52,992.35</u>	<u>\$12,143.22</u>	<u>\$65,135.57</u>
<u>January 2020</u>	<u>\$53,168.99</u>	<u>\$11,966.58</u>	<u>\$65,135.57</u>
<u>February 2020</u>	<u>\$53,346.22</u>	<u>\$11,789.35</u>	<u>\$65,135.57</u>
<u>March 2020</u>	<u>\$53,524.04</u>	<u>\$11,611.52</u>	<u>\$65,135.57</u>
<u>April 2020</u>	<u>\$53,702.46</u>	<u>\$11,433.11</u>	<u>\$65,135.57</u>
<u>May 2020</u>	<u>\$53,881.46</u>	<u>\$11,254.10</u>	<u>\$65,135.57</u>
<u>June 2020</u>	<u>\$54,061.07</u>	<u>\$11,074.50</u>	<u>\$65,135.57</u>
<u>July 2020</u>	<u>\$54,241.27</u>	<u>\$10,894.29</u>	<u>\$65,135.57</u>
<u>August 2020</u>	<u>\$54,422.08</u>	<u>\$10,713.49</u>	<u>\$65,135.57</u>
<u>September 2020</u>	<u>\$54,603.48</u>	<u>\$10,532.08</u>	<u>\$65,135.57</u>
<u>October 2020</u>	<u>\$54,785.49</u>	<u>\$10,350.07</u>	<u>\$65,135.57</u>
<u>November 2020</u>	<u>\$54,968.11</u>	<u>\$10,167.45</u>	<u>\$65,135.57</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2020</u>	<u>\$55,151.34</u>	<u>\$9,984.23</u>	<u>\$65,135.57</u>
<u>January 2021</u>	<u>\$55,335.18</u>	<u>\$9,800.39</u>	<u>\$65,135.57</u>
<u>February 2021</u>	<u>\$55,519.63</u>	<u>\$9,615.94</u>	<u>\$65,135.57</u>
<u>March 2021</u>	<u>\$55,704.69</u>	<u>\$9,430.87</u>	<u>\$65,135.57</u>
<u>April 2021</u>	<u>\$55,890.38</u>	<u>\$9,245.19</u>	<u>\$65,135.57</u>
<u>May 2021</u>	<u>\$56,076.68</u>	<u>\$9,058.89</u>	<u>\$65,135.57</u>
<u>June 2021</u>	<u>\$56,263.60</u>	<u>\$8,871.97</u>	<u>\$65,135.57</u>
<u>July 2021</u>	<u>\$56,451.14</u>	<u>\$8,684.42</u>	<u>\$65,135.57</u>
<u>August 2021</u>	<u>\$56,639.32</u>	<u>\$8,496.25</u>	<u>\$65,135.57</u>
<u>September 2021</u>	<u>\$56,828.11</u>	<u>\$8,307.45</u>	<u>\$65,135.57</u>
<u>October 2021</u>	<u>\$57,017.54</u>	<u>\$8,118.03</u>	<u>\$65,135.57</u>
<u>November 2021</u>	<u>\$57,207.60</u>	<u>\$7,927.97</u>	<u>\$65,135.57</u>
<u>December 2021</u>	<u>\$57,398.29</u>	<u>\$7,737.28</u>	<u>\$65,135.57</u>
<u>January 2022</u>			<u>\$2,271,330.37</u>

7. Tranche 7 Loan

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>February 2017</u>	<u>\$47,323.30</u>	<u>\$17,812.27</u>	<u>\$65,135.57</u>
<u>March 2017</u>	<u>\$47,481.04</u>	<u>\$17,654.53</u>	<u>\$65,135.57</u>
<u>April 2017</u>	<u>\$47,639.31</u>	<u>\$17,496.26</u>	<u>\$65,135.57</u>
<u>May 2017</u>	<u>\$47,798.11</u>	<u>\$17,337.46</u>	<u>\$65,135.57</u>
<u>June 2017</u>	<u>\$47,957.44</u>	<u>\$17,178.13</u>	<u>\$65,135.57</u>
<u>July 2017</u>	<u>\$48,117.29</u>	<u>\$17,018.27</u>	<u>\$65,135.57</u>
<u>August 2017</u>	<u>\$48,277.68</u>	<u>\$16,857.88</u>	<u>\$65,135.57</u>
<u>September 2017</u>	<u>\$48,438.61</u>	<u>\$16,696.96</u>	<u>\$65,135.57</u>
<u>October 2017</u>	<u>\$48,600.07</u>	<u>\$16,535.49</u>	<u>\$65,135.57</u>
<u>November 2017</u>	<u>\$48,762.07</u>	<u>\$16,373.49</u>	<u>\$65,135.57</u>
<u>December 2017</u>	<u>\$48,924.61</u>	<u>\$16,210.95</u>	<u>\$65,135.57</u>
<u>January 2018</u>	<u>\$49,087.69</u>	<u>\$16,047.87</u>	<u>\$65,135.57</u>
<u>February 2018</u>	<u>\$49,251.32</u>	<u>\$15,884.25</u>	<u>\$65,135.57</u>
<u>March 2018</u>	<u>\$49,415.49</u>	<u>\$15,720.07</u>	<u>\$65,135.57</u>
<u>April 2018</u>	<u>\$49,580.21</u>	<u>\$15,555.36</u>	<u>\$65,135.57</u>
<u>May 2018</u>	<u>\$49,745.48</u>	<u>\$15,390.09</u>	<u>\$65,135.57</u>
<u>June 2018</u>	<u>\$49,911.30</u>	<u>\$15,224.27</u>	<u>\$65,135.57</u>
<u>July 2018</u>	<u>\$50,077.67</u>	<u>\$15,057.90</u>	<u>\$65,135.57</u>
<u>August 2018</u>	<u>\$50,244.59</u>	<u>\$14,890.97</u>	<u>\$65,135.57</u>
<u>September 2018</u>	<u>\$50,412.07</u>	<u>\$14,723.49</u>	<u>\$65,135.57</u>
<u>October 2018</u>	<u>\$50,580.11</u>	<u>\$14,555.45</u>	<u>\$65,135.57</u>
<u>November 2018</u>	<u>\$50,748.71</u>	<u>\$14,386.85</u>	<u>\$65,135.57</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2018</u>	<u>\$50,917.88</u>	<u>\$14,217.69</u>	<u>\$65,135.57</u>
<u>January 2019</u>	<u>\$51,087.60</u>	<u>\$14,047.96</u>	<u>\$65,135.57</u>
<u>February 2019</u>	<u>\$51,257.90</u>	<u>\$13,877.67</u>	<u>\$65,135.57</u>
<u>March 2019</u>	<u>\$51,428.75</u>	<u>\$13,706.81</u>	<u>\$65,135.57</u>
<u>April 2019</u>	<u>\$51,600.18</u>	<u>\$13,535.38</u>	<u>\$65,135.57</u>
<u>May 2019</u>	<u>\$51,772.18</u>	<u>\$13,363.38</u>	<u>\$65,135.57</u>
<u>June 2019</u>	<u>\$51,944.76</u>	<u>\$13,190.81</u>	<u>\$65,135.57</u>
<u>July 2019</u>	<u>\$52,117.91</u>	<u>\$13,017.66</u>	<u>\$65,135.57</u>
<u>August 2019</u>	<u>\$52,291.63</u>	<u>\$12,843.93</u>	<u>\$65,135.57</u>
<u>September 2019</u>	<u>\$52,465.94</u>	<u>\$12,669.63</u>	<u>\$65,135.57</u>
<u>October 2019</u>	<u>\$52,640.83</u>	<u>\$12,494.74</u>	<u>\$65,135.57</u>
<u>November 2019</u>	<u>\$52,816.30</u>	<u>\$12,319.27</u>	<u>\$65,135.57</u>
<u>December 2019</u>	<u>\$52,992.35</u>	<u>\$12,143.22</u>	<u>\$65,135.57</u>
<u>January 2020</u>	<u>\$53,168.99</u>	<u>\$11,966.58</u>	<u>\$65,135.57</u>
<u>February 2020</u>	<u>\$53,346.22</u>	<u>\$11,789.35</u>	<u>\$65,135.57</u>
<u>March 2020</u>	<u>\$53,524.04</u>	<u>\$11,611.52</u>	<u>\$65,135.57</u>
<u>April 2020</u>	<u>\$53,702.46</u>	<u>\$11,433.11</u>	<u>\$65,135.57</u>
<u>May 2020</u>	<u>\$53,881.46</u>	<u>\$11,254.10</u>	<u>\$65,135.57</u>
<u>June 2020</u>	<u>\$54,061.07</u>	<u>\$11,074.50</u>	<u>\$65,135.57</u>
<u>July 2020</u>	<u>\$54,241.27</u>	<u>\$10,894.29</u>	<u>\$65,135.57</u>
<u>August 2020</u>	<u>\$54,422.08</u>	<u>\$10,713.49</u>	<u>\$65,135.57</u>
<u>September 2020</u>	<u>\$54,603.48</u>	<u>\$10,532.08</u>	<u>\$65,135.57</u>
<u>October 2020</u>	<u>\$54,785.49</u>	<u>\$10,350.07</u>	<u>\$65,135.57</u>
<u>November 2020</u>	<u>\$54,968.11</u>	<u>\$10,167.45</u>	<u>\$65,135.57</u>



<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2020</u>	<u>\$55,151.34</u>	<u>\$9,984.23</u>	<u>\$65,135.57</u>
<u>January 2021</u>	<u>\$55,335.18</u>	<u>\$9,800.39</u>	<u>\$65,135.57</u>
<u>February 2021</u>	<u>\$55,519.63</u>	<u>\$9,615.94</u>	<u>\$65,135.57</u>
<u>March 2021</u>	<u>\$55,704.69</u>	<u>\$9,430.87</u>	<u>\$65,135.57</u>
<u>April 2021</u>	<u>\$55,890.38</u>	<u>\$9,245.19</u>	<u>\$65,135.57</u>
<u>May 2021</u>	<u>\$56,076.68</u>	<u>\$9,058.89</u>	<u>\$65,135.57</u>
<u>June 2021</u>	<u>\$56,263.60</u>	<u>\$8,871.97</u>	<u>\$65,135.57</u>
<u>July 2021</u>	<u>\$56,451.14</u>	<u>\$8,684.42</u>	<u>\$65,135.57</u>
<u>August 2021</u>	<u>\$56,639.32</u>	<u>\$8,496.25</u>	<u>\$65,135.57</u>
<u>September 2021</u>	<u>\$56,828.11</u>	<u>\$8,307.45</u>	<u>\$65,135.57</u>
<u>October 2021</u>	<u>\$57,017.54</u>	<u>\$8,118.03</u>	<u>\$65,135.57</u>
<u>November 2021</u>	<u>\$57,207.60</u>	<u>\$7,927.97</u>	<u>\$65,135.57</u>
<u>December 2021</u>	<u>\$57,398.29</u>	<u>\$7,737.28</u>	<u>\$65,135.57</u>
<u>January 2022</u>			<u>\$2,271,330.37</u>

8. Tranche 8 Loan

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>February 2017</u>	<u>\$47,323.30</u>	<u>\$17,812.27</u>	<u>\$65,135.57</u>
<u>March 2017</u>	<u>\$47,481.04</u>	<u>\$17,654.53</u>	<u>\$65,135.57</u>
<u>April 2017</u>	<u>\$47,639.31</u>	<u>\$17,496.26</u>	<u>\$65,135.57</u>
<u>May 2017</u>	<u>\$47,798.11</u>	<u>\$17,337.46</u>	<u>\$65,135.57</u>
<u>June 2017</u>	<u>\$47,957.44</u>	<u>\$17,178.13</u>	<u>\$65,135.57</u>
<u>July 2017</u>	<u>\$48,117.29</u>	<u>\$17,018.27</u>	<u>\$65,135.57</u>
<u>August 2017</u>	<u>\$48,277.68</u>	<u>\$16,857.88</u>	<u>\$65,135.57</u>
<u>September 2017</u>	<u>\$48,438.61</u>	<u>\$16,696.96</u>	<u>\$65,135.57</u>
<u>October 2017</u>	<u>\$48,600.07</u>	<u>\$16,535.49</u>	<u>\$65,135.57</u>
<u>November 2017</u>	<u>\$48,762.07</u>	<u>\$16,373.49</u>	<u>\$65,135.57</u>
<u>December 2017</u>	<u>\$48,924.61</u>	<u>\$16,210.95</u>	<u>\$65,135.57</u>
<u>January 2018</u>	<u>\$49,087.69</u>	<u>\$16,047.87</u>	<u>\$65,135.57</u>
<u>February 2018</u>	<u>\$49,251.32</u>	<u>\$15,884.25</u>	<u>\$65,135.57</u>
<u>March 2018</u>	<u>\$49,415.49</u>	<u>\$15,720.07</u>	<u>\$65,135.57</u>
<u>April 2018</u>	<u>\$49,580.21</u>	<u>\$15,555.36</u>	<u>\$65,135.57</u>
<u>May 2018</u>	<u>\$49,745.48</u>	<u>\$15,390.09</u>	<u>\$65,135.57</u>
<u>June 2018</u>	<u>\$49,911.30</u>	<u>\$15,224.27</u>	<u>\$65,135.57</u>
<u>July 2018</u>	<u>\$50,077.67</u>	<u>\$15,057.90</u>	<u>\$65,135.57</u>
<u>August 2018</u>	<u>\$50,244.59</u>	<u>\$14,890.97</u>	<u>\$65,135.57</u>
<u>September 2018</u>	<u>\$50,412.07</u>	<u>\$14,723.49</u>	<u>\$65,135.57</u>
<u>October 2018</u>	<u>\$50,580.11</u>	<u>\$14,555.45</u>	<u>\$65,135.57</u>
<u>November 2018</u>	<u>\$50,748.71</u>	<u>\$14,386.85</u>	<u>\$65,135.57</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2018</u>	<u>\$50,917.88</u>	<u>\$14,217.69</u>	<u>\$65,135.57</u>
<u>January 2019</u>	<u>\$51,087.60</u>	<u>\$14,047.96</u>	<u>\$65,135.57</u>
<u>February 2019</u>	<u>\$51,257.90</u>	<u>\$13,877.67</u>	<u>\$65,135.57</u>
<u>March 2019</u>	<u>\$51,428.75</u>	<u>\$13,706.81</u>	<u>\$65,135.57</u>
<u>April 2019</u>	<u>\$51,600.18</u>	<u>\$13,535.38</u>	<u>\$65,135.57</u>
<u>May 2019</u>	<u>\$51,772.18</u>	<u>\$13,363.38</u>	<u>\$65,135.57</u>
<u>June 2019</u>	<u>\$51,944.76</u>	<u>\$13,190.81</u>	<u>\$65,135.57</u>
<u>July 2019</u>	<u>\$52,117.91</u>	<u>\$13,017.66</u>	<u>\$65,135.57</u>
<u>August 2019</u>	<u>\$52,291.63</u>	<u>\$12,843.93</u>	<u>\$65,135.57</u>
<u>September 2019</u>	<u>\$52,465.94</u>	<u>\$12,669.63</u>	<u>\$65,135.57</u>
<u>October 2019</u>	<u>\$52,640.83</u>	<u>\$12,494.74</u>	<u>\$65,135.57</u>
<u>November 2019</u>	<u>\$52,816.30</u>	<u>\$12,319.27</u>	<u>\$65,135.57</u>
<u>December 2019</u>	<u>\$52,992.35</u>	<u>\$12,143.22</u>	<u>\$65,135.57</u>
<u>January 2020</u>	<u>\$53,168.99</u>	<u>\$11,966.58</u>	<u>\$65,135.57</u>
<u>February 2020</u>	<u>\$53,346.22</u>	<u>\$11,789.35</u>	<u>\$65,135.57</u>
<u>March 2020</u>	<u>\$53,524.04</u>	<u>\$11,611.52</u>	<u>\$65,135.57</u>
<u>April 2020</u>	<u>\$53,702.46</u>	<u>\$11,433.11</u>	<u>\$65,135.57</u>
<u>May 2020</u>	<u>\$53,881.46</u>	<u>\$11,254.10</u>	<u>\$65,135.57</u>
<u>June 2020</u>	<u>\$54,061.07</u>	<u>\$11,074.50</u>	<u>\$65,135.57</u>
<u>July 2020</u>	<u>\$54,241.27</u>	<u>\$10,894.29</u>	<u>\$65,135.57</u>
<u>August 2020</u>	<u>\$54,422.08</u>	<u>\$10,713.49</u>	<u>\$65,135.57</u>
<u>September 2020</u>	<u>\$54,603.48</u>	<u>\$10,532.08</u>	<u>\$65,135.57</u>
<u>October 2020</u>	<u>\$54,785.49</u>	<u>\$10,350.07</u>	<u>\$65,135.57</u>
<u>November 2020</u>	<u>\$54,968.11</u>	<u>\$10,167.45</u>	<u>\$65,135.57</u>

<u>Loan Repayment Date Occurring In</u>	<u>Monthly Principal Amortization</u>	<u>Monthly non-Default Rate Interest Payment</u>	<u>Total Payment</u>
<u>December 2020</u>	<u>\$55,151.34</u>	<u>\$9,984.23</u>	<u>\$65,135.57</u>
<u>January 2021</u>	<u>\$55,335.18</u>	<u>\$9,800.39</u>	<u>\$65,135.57</u>
<u>February 2021</u>	<u>\$55,519.63</u>	<u>\$9,615.94</u>	<u>\$65,135.57</u>
<u>March 2021</u>	<u>\$55,704.69</u>	<u>\$9,430.87</u>	<u>\$65,135.57</u>
<u>April 2021</u>	<u>\$55,890.38</u>	<u>\$9,245.19</u>	<u>\$65,135.57</u>
<u>May 2021</u>	<u>\$56,076.68</u>	<u>\$9,058.89</u>	<u>\$65,135.57</u>
<u>June 2021</u>	<u>\$56,263.60</u>	<u>\$8,871.97</u>	<u>\$65,135.57</u>
<u>July 2021</u>	<u>\$56,451.14</u>	<u>\$8,684.42</u>	<u>\$65,135.57</u>
<u>August 2021</u>	<u>\$56,639.32</u>	<u>\$8,496.25</u>	<u>\$65,135.57</u>
<u>September 2021</u>	<u>\$56,828.11</u>	<u>\$8,307.45</u>	<u>\$65,135.57</u>
<u>October 2021</u>	<u>\$57,017.54</u>	<u>\$8,118.03</u>	<u>\$65,135.57</u>
<u>November 2021</u>	<u>\$57,207.60</u>	<u>\$7,927.97</u>	<u>\$65,135.57</u>
<u>December 2021</u>	<u>\$57,398.29</u>	<u>\$7,737.28</u>	<u>\$65,135.57</u>
<u>January 2022</u>			<u>\$2,271,330.37</u>

**SCHEDULE 4.4(d)**

Monthly Payment Recalculation Parameters

| At any time of determination, the amortization schedule shall be calculated on the basis of an ~~REDACTED~~ 8-year mortgage-style amortization with a balloon payment due at the Termination Date, with monthly payments in arrears due on each Loan Repayment Date, based on the assumed fixed interest rate set forth in Subsection 4.1(a) of the Credit Agreement (with the accrual of interest at such rate commencing on the Closing Date) and default rate interest, as applicable, to be charged as provided in Subsection 4.1(b) of the Credit Agreement.

**SCHEDULE 7.2**

Website Address for Electronic Financial Reporting

<http://ir.chc.ca/docs.aspx?iid=4293047>

EXHIBIT A  
to

AMENDED AND RESTATED CREDIT AGREEMENT  
FORM OF NOTE

THIS NOTE AND THE OBLIGATIONS EVIDENCED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS EVIDENCED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

New York, New York

[\_\_\_\_\_, 20\_\_]

FOR VALUE RECEIVED, the undersigned, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), and the Subsidiary Borrowers from time to time party to the Credit Agreement (as defined below) (together with the Parent Borrower and their respective successors and assigns, collectively, the “Borrowers”, and each individually, a “Borrower”), hereby unconditionally promises to pay to [\_\_\_\_\_] (the “Lender”), and its successors and assigns, at the office of MORGAN STANLEY SENIOR FUNDING, INC., located at 1585 Broadway, New York, New York 10036, in [lawful money of the United States of America] [Euro] [other Designated Foreign Currency] and in immediately available funds, the aggregate unpaid principal amount of the Loans [deemed] made by the Lender to the undersigned pursuant to Subsection 2.1 of the Credit Agreement referred to below, which sum shall be payable at such times and in such amounts as are specified in the Credit Agreement.

The Borrowers further agree to pay interest in like money at such office on the unpaid principal amount hereof from time to time at the applicable rates per annum and on the dates set forth in Subsection 4.1 of the Credit Agreement until such principal amount is paid in full (both before and after judgment).

This Note is one of the Notes referred to in, and is subject in all respects to, the Amended and Restated Credit Agreement, dated as of [●], 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, the Parent Borrower, the Subsidiary Borrowers from time to time party thereto, the several banks and other financial institutions from time to time party thereto (including the

Exhibit A  
to  
Amended and Restated Credit Agreement  
Page 2

Lender), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties (as defined therein), and is entitled to the benefits thereof, is secured and guaranteed as provided therein and is subject to optional and mandatory prepayment in whole or in part as provided therein. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the holder of this Note in respect thereof. The holder hereof, by its acceptance of this Note, agrees to the terms of, and to be bound by and to observe the provisions applicable to the Lenders contained in, the Credit Agreement. Capitalized terms used herein which are defined in the Credit Agreement shall have such defined meanings unless otherwise defined herein or unless the context otherwise requires.

Upon the occurrence of any one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive, to the maximum extent permitted by applicable law, presentment, demand, protest and all other notices of any kind under this Note.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

CHC CAYMAN ABL BORROWER LTD.

By: \_\_\_\_\_  
Name:  
Title:



Exhibit A  
to  
Amended and Restated Credit Agreement  
Page 3

[SUBSIDIARY BORROWER[S]

By: \_\_\_\_\_  
Name:  
Title: ]

EXHIBIT I  
to

AMENDED AND RESTATED CREDIT AGREEMENT

FORM OF ASSIGNMENT AND ACCEPTANCE

Reference is made to the Amended and Restated Credit Agreement (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), dated as of [●], 2017, among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers (as defined therein) from time to time party thereto (together with the Parent Borrower, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time parties thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent (in such capacity, the “Administrative Agent”) for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties (as defined therein). Unless otherwise defined herein, capitalized terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

\_\_\_\_\_ (the “Assignor”) and \_\_\_\_\_ (the “Assignee”) agree as follows:

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Transfer Effective Date (as defined below), an interest (the “Assigned Interest”) as set forth in Schedule 1 in and to the Assignor’s rights and obligations under the Credit Agreement and the other Loan Documents with respect to those credit facilities provided for in the Credit Agreement as are set forth on Schedule 1 (individually, an “Assigned Facility”; collectively, the “Assigned Facilities”), in a principal amount for each Assigned Facility as set forth on Schedule 1.

2. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than that it is the legal and beneficial owner of the Assigned Interest and that it has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrowers, any of their Subsidiaries or any other

Exhibit I  
to  
Amended and Restated Credit Agreement  
Page 2

obligor or the performance or observance by the Borrowers, any of their Subsidiaries or any other obligor of any of their respective obligations under the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto or thereto; and (c) attaches the Note(s), if any, held by it evidencing the Assigned Facilities [and requests that the Administrative Agent exchange such Note(s) for a new Note or Notes payable to the Assignee and (if the Assignor has retained any interest in the Assigned Facilities) a new Note or Notes payable to the Assignor in the respective amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Transfer Effective Date)].<sup>1</sup>

3. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Subsection 7.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (c) agrees that it will, independently and without reliance upon the Assignor, any Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes each applicable Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; (e) hereby affirms the acknowledgements and representations of such Assignee as a Lender contained in Subsection 10.5 of the Credit Agreement; (f) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with the terms of the Credit Agreement all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender, including its obligations pursuant to Subsections 11.16, 4.11(b) and 4.11(c) of the Credit Agreement; and (g) represents and warrants that it is not a Disqualified Lender.

4. The effective date of this Assignment and Acceptance shall be [\_\_\_\_], 20[\_\_\_] (the "Transfer Effective Date"). Following the execution of this Assignment and Acceptance, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to Subsection 11.6 of the Credit Agreement, effective as of the Transfer Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, be earlier than five Business Days after the date of such acceptance and recording by the Administrative Agent).

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<sup>1</sup> Should only be included when specifically required by the Assignee and/or the Assignor, as the case may be.

Exhibit I  
to  
Amended and Restated Credit Agreement  
Page 3

5. Upon such acceptance and recording, from and after the Transfer Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to the Transfer Effective Date or accrued subsequent to the Transfer Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Transfer Effective Date or with respect to the making of this assignment directly between themselves.

6. From and after the Transfer Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement, but shall nevertheless continue to be entitled to the benefits of (and bound by related obligations under) Subsections 4.10, 4.11, 4.13, 4.15 and 11.5 thereof.

7. Notwithstanding any other provision hereof, if the consents of the Borrower Representative and the Administrative Agent hereto are required under Subsection 11.6 of the Credit Agreement, this Assignment and Acceptance shall not be effective unless such consents shall have been obtained.

8. This Assignment and Acceptance shall be governed by and construed in accordance with the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

*[Remainder of page intentionally left blank; signature page on Schedule 1 follows]*

SCHEDULE 1  
to  
EXHIBIT I

ASSIGNMENT AND ACCEPTANCE

Re: Amended and Restated Credit Agreement (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), dated as of [●], 2017, among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers (as defined therein) from time to time party thereto (together with the Parent Borrower, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time parties thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties (as defined therein).

Name of Assignor:

Name of Assignee:

Transfer Effective Date of Assignment:

Assigned Facility	Aggregate Amount of Commitment/Loans under Assigned Facility for Assignor	Amount of Commitment/Loans Assigned
	[\$][€][other Designated Foreign Currency]_____	[\$][€][other Designated Foreign Currency]_____

[NAME OF ASSIGNEE]

[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:  
Title:

Schedule 1  
to  
Exhibit I  
Page 2

Title:

Accepted for recording in the Register:

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Administrative Agent

Consented To:

[[CHC CAYMAN ABL BORROWER LTD.]]<sup>2</sup>

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:]<sup>3</sup>

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

<sup>2</sup> Or such other Borrower as may be designated as the “Borrower Representative” by the Borrowers from time to time.

<sup>3</sup> Insert only as required by Subsection 11.6 of the Credit Agreement.

EXHIBIT J

to

AMENDED AND RESTATED CREDIT AGREEMENT

FORM OF LENDER JOINDER AGREEMENT

THIS LENDER JOINDER AGREEMENT, dated as of [\_\_\_\_\_, 20\_\_] (this “Agreement”), by and among [Additional Lenders] (each an “Additional Lender” and collectively the “Additional Lenders”), the Borrower Representative (as defined in the Credit Agreement (as defined below)) and the Administrative Agent (as defined below).

R E C I T A L S :

WHEREAS, reference is hereby made to that certain Amended and Restated Credit Agreement, dated as of [●], 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”, capitalized terms defined therein being used herein as therein defined), among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower and their respective successors and assigns, collectively, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent (in such capacity, the “Administrative Agent”) for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties; and

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Borrowers may [increase the Loans by obtaining][borrow new] Incremental Loans by entering into one or more Lender Joinder Agreements with the Additional Lenders.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

A. Each Additional Lender party hereto hereby agrees to commit to provide its respective Incremental Loans as set forth on Schedule A annexed hereto, on the terms and subject to the conditions set forth below:

Such Additional Lender (i) represents and warrants that it is legally authorized to enter into this Agreement; (ii) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Subsection 7.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (iii) agrees that it will, independently and without reliance upon any Agent or any other Lender and based on such documents and information as

it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (iv) appoints and authorizes each applicable Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to each such Agent, as applicable, by the terms thereof, together with such powers as are incidental thereto; (v) hereby affirms the acknowledgements and representations of such Additional Lender as a Lender contained in Subsection 10.5 of the Credit Agreement; and (vi) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with the terms of the Credit Agreement all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender, including its obligations pursuant to Subsections 11.16, 4.11(b) and 4.11(c) of the Credit Agreement.

B. Each Additional Lender hereby agrees to make its Incremental Loans on the following terms and conditions:

1. Other Fees. The applicable Borrowers agree to pay each Additional Lender its pro rata share of an aggregate fee equal to [ ]%.

2. Additional Lenders. Each Additional Lender acknowledges and agrees that upon its execution of this Agreement that such Additional Lender shall become a “Lender” under, and for all purposes of, the Credit Agreement and the other Loan Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all rights of a Lender thereunder.

3. Credit Agreement Governs. Except as set forth in this Agreement and any related amendments to the Loan Documents, Incremental Facility Increases shall otherwise be subject to the provisions of the Credit Agreement and the other Loan Documents.

4. Borrower Covenant. By its execution of this Agreement, the Borrower Representative hereby covenants to deliver or cause to be delivered all legal opinions and other documents reasonably requested by the Administrative Agent, as applicable, in connection with this Agreement.

5. Notice. For purposes of the Credit Agreement, the initial notice address of each Additional Lender shall be as set forth below its signature below.

6. Certain Delivery Requirements. Each Additional Lender has delivered or shall deliver herewith to the Borrower Representative and the Administrative Agent such forms, certificates or other evidence with respect to tax withholding matters as such Additional Lender may be required to deliver to the Borrower Representative and/or the Administrative Agent pursuant to Subsection 4.11 of the Credit Agreement.



7. Recordation of the New Loans. Upon execution and delivery hereof, the Administrative Agent will record the Incremental Facility Increase made by the Additional Lender in the Register.

8. Amendment, Modification and Waiver. This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

9. Entire Agreement. This Agreement, the Credit Agreement and the other Loan Documents represent the entire agreement among the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any of the parties relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

12. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be delivered to the Borrower Representative and the Administrative Agent.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Agreement as of the date first above written.

[NAME OF ADDITIONAL LENDER]

By:\_\_\_\_\_

Name:

Title:

Attention:

Telephone:

Facsimile:

[CHC CAYMAN ABL BORROWER LTD.],<sup>4</sup>  
as Borrower Representative

By:\_\_\_\_\_

Name:

Title:

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Administrative Agent

By:\_\_\_\_\_

Name:

Title:

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<sup>4</sup> Or such other Borrower as may be designated as the "Borrower Representative" by the Borrowers from time to time.

SCHEDULE A  
to  
LENDER JOINDER AGREEMENT

EXHIBIT M

to

AMENDED AND RESTATED CREDIT AGREEMENT

FORM OF SUBSIDIARY BORROWER TERMINATION

Morgan Stanley Senior Funding, Inc.

[●]

Attention: [●]

Facsimile: [●]

Telephone: [●]

Email: [●]

[Date]

Ladies and Gentlemen:

The undersigned, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (together with its successors and assigns, the "Parent Borrower"), refers to that certain Amended and Restated Credit Agreement, dated as of [●], 2017 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among 6922767 HOLDING SARL, a private limited liability company ("*société à responsabilité limitée*") incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, the Parent Borrower, the Subsidiary Borrowers from time to time party thereto, the several banks and other financial institutions from time to time party thereto, MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

The Borrower Representative hereby terminates the status of [ ] (the "Terminated Subsidiary Borrower") as a Borrower under the Credit Agreement.

Very truly yours,

CHC CAYMAN ABL BORROWER LTD.

By: \_\_\_\_\_

Name:

Title

EXHIBIT L  
to

AMENDED AND RESTATED CREDIT AGREEMENT

FORM OF SUBSIDIARY BORROWER JOINDER AGREEMENT

THIS SUBSIDIARY BORROWER JOINDER AGREEMENT, dated as of [\_\_\_\_\_, 20\_\_] (this “Joinder”), by and among [Subsidiary Borrower[s]] ([each an] [the] “Applicant Subsidiary Borrower” [and collectively, the “Applicant Subsidiary Borrowers”]), the Borrower Representative (as defined in the Credit Agreement (as defined below)) and the Administrative Agent (as defined below).

R E C I T A L S:

WHEREAS, reference is hereby made to that certain Amended and Restated Credit Agreement, dated as of [●], 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”, capitalized terms defined therein being used herein as therein defined), among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower and their respective successors and assigns, collectively, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent (in such capacity, the “Administrative Agent”) for the Lenders, and BNP PARIBAS S.A., as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties; and

WHEREAS, subject to the terms and conditions of the Credit Agreement, additional Subsidiaries of the Parent Borrower may join the Facility as Subsidiary Borrowers by entering into one or more Subsidiary Borrower Joinders with the Parent Borrower and the Administrative Agent; [and]

WHEREAS, each Applicant Subsidiary Borrower has indicated its desire to become a Subsidiary Borrower pursuant to the terms of the Credit Agreement[; and][.]

[WHEREAS, each Applicant Subsidiary Borrower is currently a party to the Guarantee and Collateral Agreement,] [WHEREAS, each Applicant Subsidiary Borrower shall become a party to the Guarantee and Collateral Agreement, concurrently herewith by

executing an Assumption Agreement in accordance with the terms of the Guarantee and Collateral Agreement.]]<sup>1</sup>

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

1. Each Applicant Subsidiary Borrower hereby acknowledges, agrees and confirms that, by its execution of this Joinder, such Applicant Subsidiary Borrower will be deemed to be a party to the Credit Agreement and a “Subsidiary Borrower” for all purposes of the Credit Agreement and the other Loan Documents, and shall have all of the obligations of a Subsidiary Borrower thereunder as if it has executed the Credit Agreement and the other Loan Documents.

2. Each Applicant Subsidiary Borrower acknowledges and confirms that it has received a copy of the Credit Agreement and the schedules and exhibits thereto and the Guarantee and Collateral Agreement and the schedules and exhibits relating thereto. The information on the schedules to the Credit Agreement and each of the Security Documents are amended to provide the information shown on the attached Schedule A. Each Applicant Subsidiary Borrower agrees that, upon the request to the Administrative Agent by any Lender, in order to evidence such Lender’s Loans, such Applicant Subsidiary Borrower will execute and deliver to such Lender a promissory note substantially in the form of Exhibit A to the Credit Agreement with appropriate insertions as to payee, date and principal amount, payable to such Lender and in a principal amount equal to the aggregate unpaid principal amount of all applicable Loans made by such Lender to such Applicant Subsidiary Borrower.

3. The Parent Borrower confirms that all of its and its Subsidiaries’ obligations under the Credit Agreement and the Guarantee and Collateral Agreement are, and upon each Applicant Subsidiary Borrower becoming a Subsidiary Borrower shall continue to be, in full force and effect, except as otherwise set forth therein. Each Applicant Subsidiary Borrower hereby agrees that upon becoming a Subsidiary Borrower it will assume all obligations of a Subsidiary Borrower as set forth in the Credit Agreement and shall deliver or cause to be delivered all legal opinions and other documents reasonably requested by the Administrative Agent in connection with this Joinder.

4. The Applicant Subsidiary Borrower represents and warrants to the Administrative Agent and the Lenders that this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent enforceability may be limited by applicable domestic or foreign bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

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<sup>1</sup> Insert latter recital for Subsidiary Borrowers not party to the Guarantee and Collateral Agreement.

5. This Joinder may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

6. This Joinder, the Credit Agreement and the other Loan Documents represent the entire agreement among the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any of the parties relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

7. THIS JOINDER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

8. Any provision of this Joinder which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. This Joinder may be executed by one or more of the parties to this Joinder on any number of separate counterparts (including by telecopy), and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be delivered to the Borrower Representative and the Administrative Agent.

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Joinder as of the date first above written.

[APPLICANT SUBSIDIARY BORROWER]

By: \_\_\_\_\_

Name:

Title:

Attention:

Telephone:

Facsimile:

[CHC CAYMAN ABL BORROWER LTD.]<sup>2</sup>

<sup>2</sup> Or such other Borrower as may be designated as the "Borrower Representative" by the Borrowers from time to time.

By:\_\_\_\_\_

Name:

Title:

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Administrative Agent

By:\_\_\_\_\_

Name:

Title:



SCHEDULE A to the Joinder

[Updates to Schedules to the Credit Agreement]

[Updates to Schedules to the Guarantee and Collateral Agreement]

AMENDED AND RESTATED CREDIT AGREEMENT

FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate is delivered to you pursuant to Section 7.2(b) of the Amended and Restated Credit Agreement, dated as of [●], 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778 (the “Parent Guarantor”), CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower and their respective successors and assigns, collectively, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties (as defined therein). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

1. I am the duly elected, qualified and acting [chief financial officer] [treasurer] [controller] [chief accounting officer] [vice president--finance] of the Parent Guarantor.

2. I have reviewed and am familiar with the contents of this Compliance Certificate. I am providing this Compliance Certificate solely in my capacity as an officer of the Parent Guarantor. The matters set forth herein are true to my knowledge after reasonable inquiry.

3. I have reviewed the terms of the Credit Agreement and the other Loan Documents and have made or caused to be made under my supervision a review in reasonable detail of the transactions and condition of the Parent Guarantor and its Subsidiaries during the accounting period covered by the financial statements attached hereto as ANNEX 1 (the “Financial Statements”). Such review disclosed at the end of the accounting period covered by the Financial Statements, to my knowledge as of the date of this Compliance Certificate, that (i) the Parent Guarantor and its Restricted Subsidiaries during such period have observed or performed all of their covenants and other agreements, and satisfied every condition, contained in the Credit Agreement or the other Loan Documents to which they are a party to be observed, performed or satisfied by them, and (ii) no Default or an Event of Default has occurred and is continuing [except for \_\_\_\_\_].

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, I have executed this Compliance Certificate this  
\_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_\_].

[NEWCO]

By:\_\_\_\_\_

Name:

Title: Class [A][B] Manager

ANNEX 1

to

Exhibit H

[Applicable Financial Statements To Be Attached]

AMENDED AND RESTATED CREDIT AGREEMENT

FORM OF AFFILIATED LENDER ASSIGNMENT AND ASSUMPTION<sup>1</sup>

Reference is made to the Amended and Restated Credit Agreement (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), dated as of [●], 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower and their respective successors and assigns, collectively, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Lenders, and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties (as defined therein). Unless otherwise defined herein, capitalized terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

\_\_\_\_\_ (the “Assignor”) and \_\_\_\_\_ (the “Assignee”) agree as follows:

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Transfer Effective Date (as defined below), an interest (the “Assigned Interest”) as set forth in Schedule 1 in and to the Assignor’s rights and obligations under the Credit Agreement and the other Loan Documents with respect to those credit facilities provided for in the Credit Agreement as are set forth on Schedule 1 (individually, an “Assigned Facility”; collectively, the “Assigned Facilities”), in a principal amount for each Assigned Facility as set forth on Schedule 1.

2. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than that it is the legal and

<sup>1</sup> Assignment Agreement to or by Affiliated Lender that is not an Affiliated Debt Fund.

beneficial owner of the Assigned Interest and that it has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrowers, any of their Subsidiaries or any other obligor or the performance or observance by the Borrowers, any of their Subsidiaries or any other obligor of any of their respective obligations under the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto or thereto; and (c) attaches the Note(s), if any, held by it evidencing the Assigned Facilities [and requests that the Administrative Agent exchange such Note(s) for a new Note or Notes payable to the Assignee and (if the Assignor has retained any interest in the Assigned Facilities) a new Note or Notes payable to the Assignor in the respective amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Transfer Effective Date)].<sup>2</sup> The Assignor acknowledges and agrees that in connection with this assignment, (1) the Assignee is an Affiliated Lender and it or its Affiliates may have, and later may come into possession of, information regarding the Loans or the Loan Parties that is not known to the Assignor and that may be material to a decision by such Assignor to assign the Assigned Interests (such information, the “Excluded Information”), (2) such Assignor has independently, without reliance on the Assignee, the Parent, the Parent Guarantor, the Parent Borrower, any of its Subsidiaries, the Administrative Agent or any other Lender or any of their respective Affiliates, made its own analysis and determination to participate in such assignment notwithstanding such Assignor’s lack of knowledge of the Excluded Information, (3) none of the Assignee, the Parent, the Parent Guarantor, the Parent Borrower, its Subsidiaries, the Administrative Agent, the other Lenders or any of their respective Affiliates shall have any liability to the Assignor, and the Assignor hereby waives and releases, to the extent permitted by law, any claims such Assignor may have against the Assignee, the Parent, the Parent Guarantor, the Parent Borrower, any of its Subsidiaries, the Administrative Agent, the other Lenders and their respective Affiliates, under applicable laws or otherwise, with respect to the nondisclosure of the Excluded Information and (4) the Excluded Information may not be available to the Agents or the other Lenders.

3. The Assignee (a) represents and warrants that (i) it is legally authorized to enter into this Affiliated Lender Assignment and Assumption (ii) it is an Affiliated Lender; (iii) each of the terms and conditions set forth in Subsection 11.6(h)(i) of the Credit Agreement have been satisfied with respect to this Affiliated Lender Assignment and Assumption; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Subsection 7.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Affiliated Lender Assignment and Assumption; (c) agrees that it will, independently and without reliance upon the Assignor, any Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Loan Documents or any other instrument or document furnished

<sup>2</sup> Should only be requested when specifically required by the Assignee and/or the Assignor, as the case may be.

pursuant hereto or thereto; (d) agrees that it shall not be permitted to (A) attend or participate in, and shall not attend or participate in, any “lender-only” meetings or receive any related “lender-only” information, (B) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and/or one or more Lenders, except to the extent such information or materials have been made available to the Parent Borrower or its representatives or (C) receive advice of counsel to the Administrative Agent or any other Lender or challenge their attorney client privilege; (e) appoints and authorizes each applicable Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; (f) hereby affirms the acknowledgements and representations of such Assignee as a Lender contained in Subsection 10.5 of the Credit Agreement; and (g) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with the terms of the Credit Agreement all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender, including its obligations pursuant to Subsections 11.16, 4.11(b) and 4.11(c) of the Credit Agreement.

4. The Assignee hereby confirms, in accordance with Subsection 11.6(h) of the Credit Agreement, that it will comply with the requirements of such subsection.

5. The effective date of this Affiliated Lender Assignment and Assumption shall be [\_\_\_\_], 20[\_\_\_] (the “Transfer Effective Date”). Following the execution of this Affiliated Lender Assignment and Assumption, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to Subsection 11.6 of the Credit Agreement, effective as of the Transfer Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, be earlier than five Business Days after the date of such acceptance and recording by the Administrative Agent).

6. Upon such acceptance and recording, from and after the Transfer Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to the Transfer Effective Date or accrued subsequent to the Transfer Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Transfer Effective Date or with respect to the making of this assignment directly between themselves.

7. From and after the Transfer Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Affiliated Lender Assignment and Assumption, have the rights and obligations of an Affiliated Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Affiliated Lender Assignment and Assumption, relinquish its rights and be released from its obligations under the Credit Agreement, but shall nevertheless continue to be entitled to the benefits of (and bound by related obligations under) Subsections 4.10, 4.11, 4.13, 4.15 and 11.5 thereof.

8. Notwithstanding any other provision hereof, if the consents of the Borrower Representative and the Administrative Agent hereto are required under Subsection 11.6 of the Credit Agreement, this Affiliated Lender Assignment and Assumption shall not be effective unless such consents shall have been obtained.

9. This Affiliated Lender Assignment and Assumption shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Affiliated Lender Assignment and Assumption to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

*[Remainder of page intentionally left blank; signature page on Schedule 1 follows]*



SCHEDULE 1  
to  
EXHIBIT K

AFFILIATED LENDER ASSIGNMENT AND ASSUMPTION

Re: Amended and Restated Credit Agreement (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), dated as of [●], 2017, among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778, as Parent Guarantor, CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, as Holdings, CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower and their respective successors and assigns, collectively, the “Borrowers”, and each individually, a “Borrower”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Lenders (as defined therein), and BNP PARIBAS S.A., as Collateral Agent for the Secured Parties (as defined therein).

Name of Assignor:

Name of Assignee:

Transfer Effective Date of Assignment:

Assigned Facility	Aggregate Amount of Commitment/Loans under Assigned Facility for Assignor	Amount of Commitment/Loans Assigned
	[\$][€][other Designated Foreign Currency]	[\$][€][other Designated Foreign Currency]
	_____	_____

[NAME OF ASSIGNEE]

[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE 1

to

EXHIBIT K

Page 2

Accepted for recording in the Register:

Consented To:

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Administrative Agent

[[CHC CAYMAN ABL BORROWER LTD.]]<sup>1</sup>

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:]<sup>2</sup>

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

<sup>1</sup> Or such other Borrower as may be designated as the "Borrower Representative" by the Borrowers from time to time.

<sup>2</sup> Insert only as required by Subsection 11.6 of the Credit Agreement.

OMNIBUS REAFFIRMATION, AMENDMENT AND RELEASE AGREEMENT

OMNIBUS REAFFIRMATION, AMENDMENT AND RELEASE AGREEMENT (this “Reaffirmation Agreement”), dated as of [\_\_\_], 2017, among 6922767 HOLDING SARL, a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B136.792, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 1,228,377,778 (as further defined in the Amended and Restated Credit Agreement, the “Parent Guarantor”), CHC HELICOPTER HOLDING S.À R.L., a private limited liability company (“*société à responsabilité limitée*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B155.574, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and a share capital of EUR 12,511 (as further defined in the Amended and Restated Credit Agreement, “Holdco”), CHC HELICOPTER S.A., a public limited liability company (“*société anonyme*”) incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B139.673, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg (as further defined in the Amended and Restated Credit Agreement, the “Company” and together with the Parent Guarantor and Holdco, collectively the “Affiliate Guarantors”), CHC CAYMAN ABL HOLDINGS LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (as further defined in the Amended and Restated Credit Agreement, “Holdings”), CHC CAYMAN ABL BORROWER LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly owned subsidiary of Holdings (as further defined in the Amended and Restated Credit Agreement, the “Parent Borrower”), BNP PARIBAS S.A., as collateral agent (in such capacity and as further defined in the Amended and Restated Credit Agreement, the “Collateral Agent”) for the Secured Parties (as further defined in the Amended and Restated Guarantee and Collateral Agreement), MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity and as further defined in the Amended and Restated Credit Agreement, the “Administrative Agent”) for the Lenders, and the Lenders party hereto.

WITNESSETH:

WHEREAS, the Parent Borrower, Holdings, the Parent Guarantor, the several banks and other financial institutions from time to time party hereto (as further defined in the Amended and Restated Credit Agreement, the “Lenders”), the Collateral Agent and the Administrative Agent are each party to that certain Credit Agreement (the “Prior Credit Agreement”), dated as of June 12, 2015;

WHEREAS, the Parent Borrower, Holdings, the Collateral Agent and the Administrative Agent are each party to that certain Guarantee and Collateral Agreement (the “Existing Collateral Agreement”), dated as of June 12, 2015;

WHEREAS, the Parent Guarantor, Holdco, the Company and the Administrative Agent are each party to that certain Guarantee Agreement (the “Existing Guarantee Agreement”), dated as of June 12, 2015;

WHEREAS, pursuant to the Prior Credit Agreement and the Existing Collateral Agreement, Holdings and the Parent Borrower, as the case may be, delivered certain security documents to the Collateral Agent and/or the Administrative Agent, as the case may be, and provided certain other ancillary documents;

WHEREAS, on May 5, 2016, Borrowers and certain other affiliates filed voluntary petitions for reorganization under the Bankruptcy Code with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division;

WHEREAS, pursuant to that certain settlement term sheet dated October 26, 2016, concurrently herewith, the Parent Borrower, Holdings, the Parent Guarantor, the Lenders, the Collateral Agent and the Administrative Agent are entering into an Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Amended and Restated Credit Agreement”) dated as of the date hereof, which will amend and restate the Prior Credit Agreement in its entirety but will not constitute a novation of the parties’ rights and obligations thereunder;

WHEREAS, concurrently herewith, the Parent Borrower, Holdings, the Affiliate Guarantors, the Collateral Agent, the Administrative Agent and the Lenders are entering into this Reaffirmation Agreement dated as of the date hereof, which will (i) reaffirm, ratify and amend the Existing Guarantee Agreement and the Continuing Collateral Documents as amended hereby and (ii) terminate all Terminating Collateral Documents and release all liens and collateral granted thereunder;

NOW, THEREFORE, the parties hereto agree as follows:

1. Defined Terms

1.1 Unless otherwise defined herein, terms defined in the Amended and Restated Credit Agreement and used herein shall have the meanings given to them in the Amended and Restated Credit Agreement.

1.2 As used in this Reaffirmation Agreement, the following terms shall have the following meanings:

“Borrower Obligations”: as the context may require, as defined in the Existing Collateral Agreement as amended hereby or in the Existing Guarantee Agreement as amended hereby.

“Collateral”: as defined in the Existing Collateral Agreement as amended hereby.

“Continuing Collateral Documents”: the Existing Collateral Agreement and the Security Documents and ancillary documents listed in Schedule 1 hereto.

“Existing Collateral Documents”: all Security Documents (as defined in the Prior Credit Agreement) delivered by a Loan Party to the Collateral Agent and/or the Administrative Agent, as the case may be, pursuant to the Prior Credit Agreement prior to the date hereof.

“Guarantor Obligations”: as the context may require, as defined in the Existing Collateral Agreement as amended hereby or in the Existing Guarantee Agreement as amended hereby.

“Obligations”: as the context may require, as defined in the Existing Collateral Agreement as amended hereby or in the Existing Guarantee Agreement as amended hereby.

“Terminating Collateral Documents”: all Existing Collateral Documents other than the Continuing Collateral Documents.

2. Loan Document; Amendments to Existing Guarantee Agreement and Continuing Collateral Documents

2.1 This Reaffirmation Agreement shall constitute a “Loan Document” and a “Security Document” (as further defined in the Prior Credit Agreement, as amended and restated in the Amended and Restated Credit Agreement) for all purposes of the Amended and Restated Credit Agreement and the other Loan Documents.

2.2 The parties acknowledge and confirm that each reference to the Prior Credit Agreement, however so defined, in any of the Existing Guarantee Agreement and the Continuing Collateral Documents shall be deemed to refer to the Amended and Restated Credit Agreement, as the same may be further amended, restated, supplemented or otherwise modified from time to time. The parties further acknowledge and confirm that each reference to any of the Existing Guarantee Agreement and the Continuing Collateral Documents, however so defined, in any of the Existing Guarantee Agreement, the Continuing Collateral Documents and the other Loan Documents shall be deemed to refer to such Existing Guarantee Agreement or Continuing Collateral Documents, as applicable, as amended by this Reaffirmation Agreement and as further amended, restated, supplemented or otherwise modified from time to time. Holdings and the Parent Borrower, respectively, further acknowledge that the Local Law Security Documents (as further defined in the Existing Collateral Agreement) listed in Schedule 1 shall be, or are being concurrently, amended to the extent necessary to continue the perfection of the liens granted thereunder and otherwise to reflect this Reaffirmation Agreement.

2.3 The parties acknowledge and confirm that notices, requests and demands to or upon the respective parties hereto shall be made in accordance with the provisions of each respective Existing Collateral Document, as may be the case, to the following address, or to such other address as may be hereafter notified by the respective parties thereto:

The Parent Guarantor:

As set forth in Subsection 11.2 of the  
Amended and Restated Credit Agreement.

Holdco:	As set forth in Schedule 1 to the Existing Guarantee Agreement as amended hereby.
The Company:	As set forth in Schedule 1 to the Existing Guarantee Agreement as amended hereby.
Holdings:	As set forth in Schedule 1 to the Existing Collateral Agreement as amended hereby.
The Parent Borrower (including in its capacity as Borrower Representative):	As set forth in Subsection 11.2 of the Amended and Restated Credit Agreement.
The Collateral Agent:	As set forth in Subsection 11.2 of the Amended and Restated Credit Agreement.
The Administrative Agent:	As set forth in Subsection 11.2 of the Amended and Restated Credit Agreement.

3. Reaffirmation and Ratification of Security Interests, Etc.

3.1 Each of the Parent Borrower and Holdings hereby confirms that, pursuant to the Continuing Collateral Documents to which it is a party, it pledged, assigned and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Collateral to secure the prompt and complete payment and performance of its respective Obligations. Each of the Parent Borrower and Holdings hereby expressly reaffirms and ratifies such pledge, assignment, and grant of such security interest to secure the prompt and complete payment and performance of its respective Obligations.

3.2 Each of the Parent Borrower and Holdings hereby confirms that, pursuant to the Existing Collateral Agreement, it guaranteed the prompt and complete payment and performance of the Borrower Obligations. Each of the Parent Borrower and Holdings hereby expressly reaffirms and ratifies such guarantee of the prompt and complete payment and performance of the Borrower Obligations.

3.3 Each of Holdco and the Company hereby confirms that, pursuant to the Existing Guarantee Agreement, it guaranteed the prompt and complete payment and performance of the Borrower Obligations. Each of Holdco and the Company hereby expressly reaffirms and ratifies such guarantee of the prompt and complete payment and performance of the Borrower Obligations.

3.4 Except as expressly amended by this Reaffirmation Agreement, the Continuing Collateral Documents and the Existing Guarantee Agreement are hereby ratified and confirmed in all respects and shall continue in full force and effect. The perfected security interests of the Collateral Agent, for the benefit of the Secured Parties, under the Continuing Collateral Documents (as amended hereby) shall continue in full force and effect, and the collateral security provided for in each of the Continuing Collateral Documents (as amended hereby) shall not be impaired by this Reaffirmation Agreement.

4. Amendments to Existing Guarantee Agreement.

4.1 At the date hereof, the Notice Addresses of Affiliate Guarantors listed in Schedule 1 to the Existing Guarantee Agreement shall be deleted in their entirety and replaced as follows:

**“PARENT GUARANTOR**

As set forth in Subsection 11.2 of the Credit Agreement.

**CHC HELICOPTER HOLDING S.À R.L.**

**or**

**CHC HELICOPTER S.A.**

c/o CHC Helicopter  
600 East Las Colinas Blvd., 10th Flr  
Irving, TX 75039  
Attention: Nicolas P. Stable and Aoife Considine  
Telephone: +1-214-262-7437 and +353 1 6343096  
Email: Nicolas.Stable@chc.ca and Aoife.Considine@chc.ca”

In each case with copies (which shall not constitute notice) to

Debevoise & Plimpton LLP  
65 Gresham Street  
London EC2V 7NQ  
Attention: Geoffrey P. Burgess  
Facsimile: +44 20 7588 4180  
Telephone: +44 20 7786 9075  
Email: gpburgess@debevoise.com”

4.2 At the date hereof, the Existing Guarantee Agreement shall be further amended as follows:

- (a) Subsection 9.10 thereof shall be deleted in its entirety and replaced with the following:

“9.10 Integration. The Settlement Agreement (including Sections 3.8, 7.1, 7.2, 8.1, 9.1 and 9.3 thereof), this Agreement and the other Loan Documents represent the entire agreement of the Affiliate Guarantors, the Administrative Agent and the other Secured Parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Affiliate Guarantors, the Administrative Agent or any other Secured Party relative to subject matter hereof not expressly set forth or referred to in the Settlement Agreement, herein or in the other Loan Documents.”

- (b) The text “Each” at the beginning of Subsection 9.12 thereof and shall be deleted and replaced with the text “Except during the pendency of the

Chapter 11 Cases, during which the Bankruptcy Court shall have exclusive jurisdiction, each”.

5. Other Amendments to Existing Collateral Agreement. At the date hereof, the Existing Collateral Agreement shall be further amended as follows:

5.1 In the definition of “Deposit Account” in Subsection 1.1(b) thereof, the text “, and, in any event, shall include all Blocked Accounts, DDAs and Concentration Accounts” shall be deleted.

5.2 In the definition of “Primary Collateral” in Subsection 1.1(b) thereof, the text “the Core Concentration Account, DDAs and Concentration Accounts (in each case, other than Excluded Accounts),” shall be deleted.

5.3 The following new definition shall be inserted in alphabetical order is Subsection 1.1(b) thereof:

““Commitment”: as to any Lender, its obligation to make Loans to the Borrowers.”

5.4 In Subsection 3.3(l) thereof, subclause (iii) shall be deleted.

5.5 In Subsection 3.3(o) thereof, the text “Abandoned Aircraft, and any” shall be inserted immediately following the text “any”.

5.6 Each reference in Section 4 thereof to the “Closing Date” shall be deemed to refer to the “Closing Date” as defined in the Prior Credit Agreement.

5.7 In Subsection 4.2.2(b) thereof, the text “all Blocked Accounts,” and “(in the case of Deposit Accounts and Blocked Accounts to the extent required under Subsection 4.16 of the Credit Agreement)” shall be deleted.

5.8 In Subsection 4.2.2(b) thereof, subclause 6 of the definition of “Specified Assets” shall be amended to delete the text “or to a Blocked Account”.

5.9 In Subsection 5.2.5(c) thereof, clauses (ii)(A) and (iii)(A) shall be deleted.

5.10 In Subsection 5.2.11 thereof, the text “Concurrently with the delivery of the annual Compliance Certificate pursuant to Subsection 7.2(a) of the Credit Agreement” shall be deleted and replaced with the text “Concurrently with the delivery of the annual financial statement pursuant to Subsection 7.1(a) of the Credit Agreement.”

5.11 Subsection 5.2.13 thereof shall be deleted in its entirety.

5.12 In Subsection 5.2.17 thereof, the text “Each” shall be deleted and replaced with the text “Except in connection with the Transactions, each”.

5.13 In Subsection 5.3.4(a) thereof, clause (ii)(A) shall be deleted.



5.14 Subsection 5.4 thereof shall be deleted in its entirety.

5.15 In Subsection 5.5.1 thereof, the text “Immaterial Subsidiary or other” shall be deleted from subclause (c) and the text “8.2 or” shall be deleted from subclause (d).

5.16 Subsection 6.1 thereof shall be deleted in its entirety

5.17 In Subsection 6.4 thereof, the text “In addition to the rights of the Collateral Agent and the Administrative Agent specified in Subsection 6.1 with respect to payments of Affiliate Rental Payments constituting Collateral, subject” shall be deleted and replaced with the text “Subject”.

5.18 In Subsection 7.1(b) thereof, the text “ABR Loans that are Revolving Credit Loans” shall be deleted and replaced with the text “Loans”.

5.19 Subsection 9.10 thereof shall be deleted in its entirety and replaced with the following:

“9.10 Integration. The Settlement Agreement (including Sections 3.8, 7.1, 7.2, 8.1, 9.1 and 9.3 thereof), this Agreement and the other Loan Documents represent the entire agreement of the Granting Parties, the Collateral Agent, the Administrative Agent and the other Secured Parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Granting Parties, the Collateral Agent or any other Secured Party relative to subject matter hereof not expressly set forth or referred to in the Settlement Agreement, herein or in the other Loan Documents.”

5.20 The text “Each” at the beginning of Subsection 9.12 thereof and shall be deleted and replaced with the text “Except during the pendency of the Chapter 11 Cases, during which the Bankruptcy Court shall have exclusive jurisdiction, each”.

5.21 The Notice Addresses of Granting Parties listed in Schedule 1 of the Guarantee and Collateral Agreement shall be deleted in their entirety and replaced as follows:

**“PARENT BORROWER**

As set forth in Subsection 11.2 of the Credit Agreement.

**CHC CAYMAN ABL HOLDINGS LTD.**

c/o CHC Helicopter  
600 East Las Colinas Blvd., 10th Flr  
Irving, TX 75039  
Attention: Nicolas P. Stable and Aoife Considine  
Telephone: +1-214-262-7437 and +353 1 6343096  
Email: Nicolas.Stable@chc.ca and Aoife.Considine@chc.ca”

In each case with copies (which shall not constitute notice) to

Debevoise & Plimpton LLP  
65 Gresham Street  
London EC2V 7NQ  
Attention: Geoffrey P. Burgess  
Facsimile: +44 20 7588 4180  
Telephone: +44 20 7786 9075  
Email: gpburgess@debevoise.com”

5.22 In Schedule 8, paragraph 2.6, the text “included in the Borrowing Base” shall be deleted.

5.23 In Schedule 8, paragraph 2.11, the text “Revolving Credit Loans” shall be deleted and replaced with “Loans”.

6. Terminations and Releases.

6.1 Each of the Administrative Agent, the Collateral Agent and the Lenders acknowledges, agrees and confirms that, at the date hereof, each of the Terminating Collateral Documents has been terminated and discharged and is of no further force or effect, and accordingly each of the Loan Parties is unconditionally released from all obligations under the Terminating Collateral Documents.

7. Further Assurances.

7.1 Each of Parent Borrower, Holdings, the Company, the Parent Guarantor and Holdco hereby confirms that, on or after the date hereof, it will, at the sole expense of the [Collateral Agent], cause to be done, executed, acknowledged and delivered such further acts, conveyances and assurances or other documents as the Collateral Agent shall reasonably request for the purposes of obtaining or preserving the full benefits of this Reaffirmation Agreement, provided that such documents, acts, conveyances and assurances shall not expand any obligations or limit any rights of such of Parent Borrower, Holdings, the Company, the Parent Guarantor or Holdco in respect of the obligations contemplated herein.

7.2 Each of the Administrative Agent, the Collateral Agent and the Lenders confirms that, on or after the date hereof, it will, at the sole expense of the Parent Borrower, cause to be done, executed, acknowledged and delivered such further acts, conveyances, assurances and releases or other documents as the Parent Borrower or Holdings shall reasonably request for the purposes of releasing such Loan Party from the liens or security interests on the Abandoned Aircraft or pursuant to the Terminating Collateral Documents.

8. Counterparts. This Reaffirmation Agreement may be executed by one or more of the parties to this Reaffirmation Agreement in any number of separate counterparts (including by facsimile and other electronic transmission), and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

9. Severability. Any provision of this Reaffirmation Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. GOVERNING LAW. THIS REAFFIRMATION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS REAFFIRMATION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT THAT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

11. Miscellaneous. Except as expressly set forth in this Reaffirmation Agreement, nothing contained herein shall constitute a waiver of, impair or otherwise affect any Obligations (as further defined in the Prior Credit Agreement, as amended and restated in the Amended and Restated Credit Agreement), any other obligation of any of the Parent Borrower, Holdings, the Company, the Parent Guarantor or Holdco or any rights of the Collateral Agent, the Administrative Agent or any of the Secured Parties consequent thereon. For the avoidance of doubt, except for the representations and warranties contained in Subsections 5.1 through 5.4 of the Amended and Restated Credit Agreement, none of the Loan Parties and the Affiliate Guarantors makes any representation or warranty pursuant to any Loan Document in connection with this Reaffirmation Agreement. Section headings in this Reaffirmation Agreement are included herein for convenience of reference only and shall not constitute part of this Reaffirmation Agreement for any other purpose.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Reaffirmation Agreement as of the date first above written.

**PARENT GUARANTOR:**

6922767 HOLDING SARL

By: \_\_\_\_\_  
Name:  
Title:

**HOLDCO:**

CHC HELICOPTER HOLDING S.À R.L.

By: \_\_\_\_\_  
Name:  
Title:

**COMPANY:**

CHC HELICOPTER S.A.

By: \_\_\_\_\_  
Name:  
Title:

**HOLDINGS:**

Executed as a deed by  
CHC CAYMAN ABL HOLDINGS LTD.

By: \_\_\_\_\_  
Name:  
Title:

In the presence of: \_\_\_\_\_  
Witness:  
Name:  
Title:

**PARENT BORROWER:**

Executed as a deed by  
CHC CAYMAN ABL BORROWER LTD.

By: \_\_\_\_\_  
Name:  
Title:

In the presence of: \_\_\_\_\_  
Witness:  
Name:  
Title:

**AGENT AND LENDERS:**

BNP PARIBAS S.A.,  
as Collateral Agent and Lender

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Administrative Agent and Lender

By: \_\_\_\_\_  
Name:  
Title:

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Lender

By:\_\_\_\_\_

Name:

Title:

By:\_\_\_\_\_

Name:

Title:



NATIXIS, NEW YORK BRANCH,  
as Lender

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

## **SCHEDULE 1**

### Continuing Collateral Documents

1. Equitable Mortgage over Shares in CHC Cayman ABL Borrower Ltd. dated 12 June 2015 between CHC Cayman ABL Holdings Ltd., as Mortgagor, and BNP Paribas S.A., as Collateral Agent
2. UCC-1 financing statement, on file with the Washington DC Recorder of Deeds, against the Parent Borrower, as debtor, in favor of the Collateral Agent, as secured party
3. UCC-1 financing statement, on file with the Washington DC Recorder of Deeds, against Holdings, as debtor, in favor of the Collateral Agent, as secured party
4. New York Law Helicopter Mortgages listed in **Schedule 1-A** hereto
5. Norwegian Law Helicopter Mortgage (MSN 9009)
6. Brazilian Law Helicopter Mortgages (MSNs 760625, 760632 and 760636)
7. Dutch Law Deed of Mortgage (MSN 31099)
8. IDERA (MSNs 9009, 31072, 31561, 31610, 760625, 760632 and 760636)
9. Deregistration Power of Attorney (MSNs 31099, 31561, 31610, 760625, 760632 and 760636)

SCHEDULE 1-A

New York Law Helicopter Mortgages

<b>No.</b>	<b>MSN</b>	<b>New York Helicopter Mortgage</b>
1.	9009	Helicopter Mortgage dated 28 October 2015 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the Airbus AS332L1 aircraft bearing manufacturer's serial number 9009 and Norwegian registration mark LN-OPX, together with two Turbomeca Makila 1A1 engines installed thereon
2.	31099	Helicopter Mortgage dated 28 October 2015 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the AgustaWestland AW139 aircraft bearing manufacturer's serial number 31099 and Dutch registration mark PH-SHP, together with two Pratt and Whitney PT6C-67C engines installed thereon
3.	31072	Helicopter Mortgage dated 1 March 2016 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the AgustaWestland AW139 aircraft bearing manufacturer's serial number 31072 and Canadian registration mark C-FNFZ, together with two PT6C-67C Pratt and Whitney Canada engines installed thereon
4.	31561	Helicopter Mortgage dated 27 January 2016 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the AgustaWestland AW139 aircraft bearing manufacturer's serial number 31561 and UK registration mark G-SNSE, together with two PT6C-67C Pratt and Whitney Canada engines installed thereon
5.	31610	Helicopter Mortgage dated 27 January 2016 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the AgustaWestland AW139 aircraft bearing manufacturer's serial number 31610 and UK registration mark G-SARE, together with two PT6C-67C Pratt and Whitney Canada engines installed thereon

6.	760625	Helicopter Mortgage dated 1 December 2015 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the Sikorsky S76C++ aircraft bearing manufacturer's serial number 760625 and Brazilian registration mark PR-CHA, together with two Turbomeca Arriel 2S2 engines installed thereon
7.	760632	Helicopter Mortgage dated 1 December 2015 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the Sikorsky S76C++ aircraft bearing manufacturer's serial number 760632 and Brazilian registration mark PR-CHC, together with two Turbomeca Arriel 2S2 engines installed thereon
8.	760636	Helicopter Mortgage dated 1 March 2016 between CHC Cayman ABL Borrower Ltd, as mortgagor and BNP Paribas S.A., as Collateral Agent, with respect to the Sikorsky S76C++ aircraft bearing manufacturer's serial number 760636 and Brazilian registration mark PR-CHD, together with two Turbomeca Arriel 2S2 engines installed thereon

**Exhibit C**

**Amended Schedule of Assumed Aircraft Leases**

## **Schedule of Assumed Aircraft Leases**

### **General Notes to Schedule of Assumed Aircraft Leases:**

1. Neither the exclusion nor the inclusion of a lease by the Debtors on this schedule, nor anything contained herein, shall constitute an admission by the Debtors that any such lease is an unexpired lease or that any Debtor, or its respective affiliates, has any liability thereunder. In addition, out of an abundance of caution, the Debtors have listed certain leases on this schedule that have or may have either terminated or expired (or will terminate or expire) prior to the Confirmation Hearing pursuant to the terms of such leases or contracts. All lease assumptions listed on this schedule that are subject to modifications are contingent upon receipt of the signed agreement including the agreed upon modified terms. The Debtors reserve the right, on or prior to 4:00 p.m. (Central Time) on the Business Day immediately prior to the commencement of the Confirmation Hearing, (x) to amend this schedule in order to add, delete or reclassify any unexpired lease and (y) to amend the Cure Notice to any contract party, *provided, however*, that if the Confirmation Hearing is adjourned for a period of more than two (2) consecutive calendar days, the Debtors' right to amend this schedule and notices shall be extended to 4:00 p.m. (Central Time) on the Business Day immediately prior to the adjourned date of the Confirmation Hearing, with such extension applying in the case of any and all subsequent adjournments of the Confirmation Hearing.
2. As a matter of administrative convenience, in many cases the Debtors have listed the original parties to the documents listed in this schedule without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not be named in this schedule is not intended to change the treatment of such documents.
3. Although in most instances only certain agreements governing an aircraft lease or financing transaction are currently described herein for an aircraft lease that is being assumed, each other related operative document to which a Debtor is a party that is integral to such transaction (including, without limitation, (x) any lessee consent to any leveraging transaction in connection with any lease, (y) any residual value guarantee issued for the benefit of any Debtor and (z) any security assignments in connection with any listed aircraft sublease and sub-sublease) also will be deemed to be part of this schedule and each related operative document, whether described herein or deemed to be part of this schedule, shall be assumed if the related aircraft lease is assumed unless (i) such operative document has otherwise been rejected or (ii) a term sheet listed on this schedule expressly provides for termination, replacement or other discontinuance of such operative document or any obligations of any Debtor, any affiliate thereof or any operator of the applicable aircraft under, with respect to or resulting from such operative document. In addition, and for the avoidance of doubt, any agreement relating to more than one aircraft, such as any master lease facility agreement or aircraft lease general terms agreement, that relates to an assumed lease of an aircraft that is listed on this schedule, shall be deemed to be part of this schedule solely as it relates to such aircraft but not as it relates to any other aircraft. References to any agreement to be assumed are to the applicable agreement and other operative documents, as may have been amended,

modified or supplemented from time to time and as is in effect as of the date hereof, as may be further amended, modified or supplemented by the parties thereto between the date hereof and the Effective Date. *Except as otherwise indicated on this schedule or in the Cure Notice delivered to the applicable parties, the proposed Cure Amount for each unexpired lease relating to Aircraft Equipment listed therein or otherwise being assumed hereunder is zero and the Effective Date for the assumption of such leases shall be the Effective Date.*

4. Any unexpired lease set forth on this schedule that is being assumed subject to the entry of an order approving a term sheet, shall automatically be removed from this schedule and moved to the schedule of rejected aircraft leases if such term sheet is not approved by the Bankruptcy Court.
5. In accordance with the Plan, any unexpired lease or related document set forth on this schedule that CHC Group Ltd. is a party to, shall be assumed and assigned to Reorganized CHC (as defined in the Plan) pursuant to sections 365 and 1123 of the Bankruptcy Code in accordance with the Restructuring Transactions set forth in the Plan.
6. Out of an abundance of caution, and for the avoidance of doubt, the Debtors also have listed on the Plan's schedules certain leases that they have previously assumed or rejected, and nothing herein is intended to change or alter the date of assumption or rejection or the terms of assumption or rejection of any previously assumed or rejected lease.

*Index to Schedule by Head Lessor*

Head Lessor	Row(s)
Brent Invest LLP	2
GE European Equipment Finance (Aircraft No. 2) Limited	32
GE Capital Equipment Finance Ltd	22
Lobo Leasing SPV A Limited	1, 13, 14, 27, 42, 44
Lombard North Central PLC	3, 24, 31
Milestone Export Leasing, Limited	34-36
Parilease S.A.S.	7
SE Helicopter (12) LLC	33
Skandinaviska Enskilda Banken AB (Publ)	23
The Milestone Aviation Asset Holding Group No. 8 Ltd	12, 19, 25, 26, 28, 37, 38
The Milestone Aviation Asset Holding Group No. 20 Ltd	11
The Milestone Aviation Asset Holding Group No. 25 Ltd	4-6, 8-10, 15-18, 20, 21, 29, 30, 39-41, 43



Leased Aircraft

Row	MSN	Agreement[s]
1	31030	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lobo Leasing SPV A Limited with Respect to Aircraft with Manufacturer's Serial Numbers 31030, 920057, 920241, 920250, 760537 and 760570, and (ii) Enter into and Perform Under Settlement Agreements with Lobo Leasing SPV A Limited with Respect to Aircraft With Manufacturer's Serial Numbers 31540, 760546, and 760561</i>, filed on December 23, 2016, at Docket No. 1412, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-1 to the motion:</p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of January 17, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Lease Schedule No. 1, dated as of January 31, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Aircraft Lease General Terms Agreement, dated as of June 5, 2008, between CHC Helicopters (Barbados) SRL and CHC Helicopters Netherlands B.V.</li> <li>• Aircraft Specific Lease Agreement, dated as of January 31, 2014, between CHC Helicopters (Barbados) SRL and CHC Helicopters Netherlands B.V.</li> </ul>
2	31116	<ul style="list-style-type: none"> <li>• Aircraft Operating and Management Agreement, dated as of April 13, 2015, between Brent Invest LLP and CHC Global Operations International ULC</li> <li>• Agreement Operation and Control of Aircraft No. 2016-216, dated as of March 30, 2016, between Joint Stock Company "Euro-Asia Air" Air Company and CHC Global Operations International ULC</li> </ul>
3	31155	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lombard North Central PLC with Respect to Aircraft with Manufacturer's Serial Numbers 31155, 920034, and 920127 and (ii) Enter into and Perform Under Settlement Agreements with Lombard North Central PLC with Respect to Aircraft with Manufacturer's Serial Numbers 2707 and 760720</i>, filed on January 18, 2017 at Docket No. 1500 and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-1 to the motion:</p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Supplement 45, dated 18 January 2009, between Heliworld Leasing Limited and Lombard North Central Plc</li> </ul>

Row	MSN	Agreement[s]
		<ul style="list-style-type: none"> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A.</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL, Heliworld Leasing Limited and CHC Helicopter S.A.</li> <li>• Lease Extension Agreement, dated 3 May 2016, between Heliworld Leasing Limited, Lombard North Central Plc, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 18 January 2009, between Heliworld Leasing Limited (as lender) and The Royal Bank of Scotland PLC</li> <li>• Remarketing Agreement, dated 18 January 2009, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 18 January 2009, between Lombard North Central Plc, Heliworld Leasing Limited, The Royal Bank of Scotland PLC and Heli-One Leasing ULC</li> <li>• Security Assignment, dated 1 August 2014, between Heliworld Leasing Limited and Lombard North Central Plc</li> <li>• Sub-Lessee Security Assignment, dated 1 August 2014, between Heliworld Leasing Limited and CHC Helicopter Australia Pty, Ltd.</li> <li>• Residual Value Guarantee Agreement, dated 14 August 2009, from Finmeccanica S.p.A. Helicopter Division to Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Aircraft Specific Lease Agreement, dated 1 August 2014, between CHC Helicopter Australia Pty, Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Assignment of Insurances, dated 1 August 2014, between CHC Helicopter Australia Pty, Ltd and Lloyd Helicopters Pty. Ltd.</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited and CHC Helicopter S.A.</li> <li>• Aircraft Lease General Terms Agreement No. 12000, dated 28 November 2012, between CHC Helicopter Australia Pty, Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Conditional Sale Agreement, dated 18 January 2009, between Heliworld Leasing Limited and CHC Helicopter Australia Pty, Ltd.</li> </ul>
4	31208	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 20, 2013 between CHC Helicopters (Barbados) Limited and Aircraft MSN 31208 Trust</li> <li>• Aircraft Lease General Terms Agreement dated December 19, 2011</li> </ul>

Row	MSN	Agreement[s]
		<p>between CHC Helicopters (Barbados) Limited and CHC Scotia Limited</p> <ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated December 20, 2013 between CHC Helicopters (Barbados) Limited and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated December 20, 2013 between 6922767 Holding S.A R.L. and Aircraft MSN 31208 Trust</li> <li>• Assignment of Insurances dated December 20, 2013 between CHC Helicopters (Barbados) Limited and Aircraft MSN 31208 Trust</li> <li>• Assignment of Sub-Lease dated December 20, 2013 between CHC Helicopters (Barbados) Limited and Aircraft MSN 31208 Trust</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
5	31474	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated March 28, 2013 between Wilmington Trust SP Services (Dublin) Limited and CHC Helicopters (Barbados) Limited</li> <li>• Aircraft Specific Lease Agreement dated December 12, 2016 between CHC Helicopters (Barbados) Limited and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated March 28, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated March 28, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated March 28, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
6	31479	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated April 19, 2013 between Wilmington Trust SP Services (Dublin) Limited and CHC Helicopters (Barbados) Limited</li> <li>• Aircraft Specific Lease Agreement dated December 12, 2016 between CHC Helicopters (Barbados) Limited and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated April 19, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated April 19, 2013 between CHC</li> </ul>

Row	MSN	Agreement[s]
		<p>Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</p> <ul style="list-style-type: none"> <li>• Assignment of Sub-Lease dated April 19, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
7	31485	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to Enter into and Perform Under a Restructuring Lease Term Sheet with Parilease S.A.S. with Respect to Aircraft with Manufacturers Serial Number 31485</i>, filed on December 23, 2016, at Docket No. 1402, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C to the motion:</p> <ul style="list-style-type: none"> <li>• Deed of Amendment and Restatement No. 2 dated October 25, 2013 to a Master Lease Facility Agreement, dated as of April 18, 2007, between Heli-One Leasing Inc., CHC Helicopter S.A. and Parilease S.A.S.</li> <li>• Lease Schedule, dated as of October 25, 2013, between CHC Helicopters (Barbados) Limited and Parilease S.A.S.</li> <li>• Deed of Amendment and Restatement No. 1 dated October 25, 2013 to a Master Guarantee and Indemnity, dated as of December 30, 2008, between CHC Helicopter S.A. and Parilease S.A.S.</li> <li>• Aircraft Specific Lease Agreement, dated as of February 11, 2016, between CHC Helicopters (Barbados) SRL and Heliworld Leasing Limited</li> <li>• Aircraft Specific Lease Agreement, dated as of February 11, 2016, between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement, dated as of February 11, 2016, between CHC Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Remarketing Agreement in respect of one (1) Agusta Westland AW 139 helicopter with manufacturer's serial number 31485, dated as of October 25, 2013, between CHC Helicopters (Barbados) Limited and Parilease S.A.S.</li> <li>• Junior Loan Agreement, dated as of October 25, 2013, between CHC Helicopters (Barbados) Limited and Parilease S.A.S.</li> <li>• Deed of Application of Proceeds, dated as of October 25, 2013, between CHC Helicopters (Barbados) Limited, Parilease S.A.S. and</li> </ul>

Row	MSN	Agreement[s]
		<p>Heli-One Leasing Inc.</p> <p>Each as modified by the Restructuring of Lease for Aircraft MSN No. 31485, dated as of December 23, 2016, between Parilease S.A.S. and CHC Helicopters (Barbados) SRL, with each of Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, CHC Helicopter S.A., Heliworld Leasing Limited, CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd. acceding thereto by executing and delivering the signature pages thereto</p>
8	31511	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 20, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated June 5, 2008 between CHC Helicopters (Barbados) Limited and CHC Helicopters Netherlands B.V.</li> <li>• Aircraft Specific Lease Agreement dated December 20, 2013 between CHC Helicopters (Barbados) Limited and CHC Helicopters Netherlands B.V.</li> <li>• Guarantee and Indemnity dated December 20, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated December 20, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated December 20, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
9	31551	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 9, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated October 30, 2014 between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated December 9, 2014 between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated August 29, 2008 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated December 3, 2014 between</li> </ul>

Row	MSN	Agreement[s]
		<p>Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</p> <ul style="list-style-type: none"> <li>• Guarantee and Indemnity dated December 9, 2014 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated December 9, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated December 9, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated December 9, 2014 between Capital Aviation Services B.V. and CHC Helicopters (Barbados) SRL</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
10	31552	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated July 18, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated October 30, 2014 between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated December 16, 2014 between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated August 29, 2008 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated November 19, 2014 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated October 24, 2014 between CHC Group Ltd. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 24, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated October 24, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing</p>

Row	MSN	Agreement[s]
		Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381
11	41311	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated November 16, 2012 between Heliworld Leasing Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated November 16, 2012 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated November 16, 2012 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Lease General Terms Agreement dated November 28, 2012 between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated June 11, 2015 between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Guarantee and Indemnity dated January 12, 2016 between CHC Group Ltd. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated November 16, 2012 between Heliworld Leasing Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated November 16, 2012 between Heliworld Leasing Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated November 16, 2012 between CHC Helicopter Australia Pty. Ltd. and Heliworld Leasing Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
12	41319	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 21, 2012 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Specific Lease Agreement dated October 11, 2016 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Specific Lease Agreement dated October 11, 2016 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated October 11, 2016 between CHC Helicopters Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Guarantee and Indemnity dated December 21, 2012 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> </ul>

Row	MSN	Agreement[s]
		<ul style="list-style-type: none"> <li>Assignment of Insurances dated December 21, 2012 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
13	760537	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lobo Leasing SPV A Limited with Respect to Aircraft with Manufacturer's Serial Numbers 31030, 920057, 920241, 920250, 760537 and 760570, and (ii) Enter into and Perform Under Settlement Agreements with Lobo Leasing SPV A Limited with Respect to Aircraft With Manufacturer's Serial Numbers 31540, 760546, and 760561</i>, filed on December 23, 2016, at Docket No. 1412, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-5 to the motion:</p> <ul style="list-style-type: none"> <li>Master Lease Facility Agreement, dated as of January 17, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>Lease Schedule No. 1, dated as of April 9, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>Aircraft Lease General Terms Agreement, dated as of September 15, 2008, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>Aircraft Specific Lease Agreement, dated as of April 9, 2014, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>Aircraft Lease General Terms Agreement, dated as of August 19, 2008, between CHC Helicopters (Barbados) SRL and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>Amendment and Restatement Agreement to Aircraft Specific Lease Agreement, dated a day in September 2014 (and effective as of August 1, 2014), between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>
14	760570	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lobo Leasing SPV A Limited with Respect to Aircraft with Manufacturer's Serial Numbers 31030, 920057, 920241, 920250, 760537 and 760570, and (ii)</i></p>



Row	MSN	Agreement[s]
		<p><i>Enter into and Perform Under Settlement Agreements with Lobo Leasing SPV A Limited with Respect to Aircraft With Manufacturer's Serial Numbers 31540, 760546, and 760561, filed on December 23, 2016, at Docket No. 1412, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-6 to the motion:</i></p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of January 17, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Lease Schedule No. 1, dated as of April 9, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Aircraft Lease General Terms Agreement, dated as of September 15, 2008, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement, dated as of April 9, 2014, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement, dated as of August 19, 2008, between CHC Helicopters (Barbados) SRL and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Amendment and Restatement Agreement to Aircraft Specific Lease Agreement, dated as of August 1, 2014, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>
15	760642	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated October 26, 2012 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 15, 2008 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated October 26, 2012 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated August 29, 2008 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated June 21, 2007 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated October 26, 2012 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 26, 2012 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated October 26, 2012 between CHC</li> </ul>

Row	MSN	Agreement[s]
		<p>Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</p> <ul style="list-style-type: none"> <li>• Assignment of Sub-Sublease dated October 26, 2012 between Capital Aviation Services B.V. and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
16	760657	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 15, 2008 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated September 27, 2005 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated October 30, 2013 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated October 30, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated October 30, 2013 between Capital Aviation Services B.V. and CHC Helicopters (Barbados) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
17	760658	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated October 30, 2013 between CHC</li> </ul>

Row	MSN	Agreement[s]
		<p>Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</p> <ul style="list-style-type: none"> <li>• Aircraft Lease General Terms Agreement dated September 15, 2008 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated September 27, 2005 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated October 30, 2013 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated October 30, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated October 30, 2013 between Capital Aviation Services B.V. and CHC Helicopters (Barbados) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
18	760689	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated June 25, 2014 between Wilmington Trust SP Services (Dublin) Limited and CHC Helicopters (Barbados) Limited</li> <li>• Aircraft Specific Lease Agreement dated January 31, 2013 between CHC Helicopters (Barbados) Limited and CHC Global Operations International ULC</li> <li>• Guarantee and Indemnity dated June 25, 2014 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated June 25, 2014 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited</p>

Row	MSN	Agreement[s]
		Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381
19	760691	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated January 31, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 14, 2008 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Specific Lease Agreement dated January 31, 2013 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Lease General Terms Agreement dated February 8, 2007 between Heliworld Leasing Limited and Thai Aviation Services Limited</li> <li>• Aircraft Specific Lease Agreement dated December 20, 2011 between Heliworld Leasing Limited and Thai Aviation Services Limited</li> <li>• Guarantee and Indemnity dated January 31, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated January 31, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated January 31, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated January 31, 2013 Heliworld Leasing Limited and CHC Helicopters (Barbados) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
20	760693	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 14, 2008 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Specific Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Lease General Terms Agreement dated February 8, 2007 between Heliworld Leasing Limited and Thai Aviation Services</li> </ul>

Row	MSN	Agreement[s]
		<p>Limited</p> <ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated May 14, 2010 between Heliworld Leasing Limited and Thai Aviation Services Limited</li> <li>• Guarantee and Indemnity dated October 30, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated October 30, 2013 Heliworld Leasing Limited and CHC Helicopters (Barbados) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
21	760724	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 14, 2008 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Specific Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Lease General Terms Agreement dated February 8, 2007 between Heliworld Leasing Limited and Thai Aviation Services Limited</li> <li>• Aircraft Specific Lease Agreement dated January 16, 2009 between Heliworld Leasing Limited and Thai Aviation Services Limited</li> <li>• Guarantee and Indemnity dated October 30, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated October 30, 2013 Heliworld Leasing Limited and CHC Helicopters (Barbados) Limited</li> </ul>

Row	MSN	Agreement[s]
		Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381
22	920013	<ul style="list-style-type: none"> <li>• Hire Purchase Agreement dated April 29, 2013 between GE Capital Equipment Finance Limited and CHC Helicopters (Barbados) Limited</li> <li>• Aircraft Lease General Terms Agreement dated June 20, 2008 between CHC Helicopters (Barbados) Limited and CHC Helikopter Service AS</li> <li>• Aircraft Specific Lease Agreement dated April 29, 2013 between CHC Helicopters (Barbados) Limited and CHC Helikopter Service AS</li> <li>• Guarantee and Indemnity dated April 29, 2013 between CHC Helicopter S.A. and GE Capital Equipment Finance Ltd.</li> <li>• Assignment of Insurances dated April 29, 2013 between GE Capital Equipment Finance Ltd. and CHC Helikopter Service AS</li> <li>• Security Assignment dated April 29, 2013 between GE Capital Equipment Finance Ltd. and CHC Helicopters (Barbados) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
23	920018	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to Enter into and Perform Under a Restructuring Lease Term Sheet with Skandinaviska Enskilda Banken AB (PUBL) with Respect to Aircraft with Manufacturers Serial Number 920018</i>, filed on December 23, 2016, at Docket No. 1404, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C to the motion:</p> <ul style="list-style-type: none"> <li>• Amended and Restated Lease Agreement, dated as of December 30, 2015, between CHC Helicopters (Barbados) SRL and Skandinaviska Enskilda Banken AB (Publ)</li> <li>• On Demand Guarantee, dated as of December 30, 2015, by CHC Group Ltd.</li> <li>• Amended and Restated Guarantee, dated as of December 30, 2015, by CHC Helicopter S.A.</li> <li>• Amended and Restated Guarantee, dated as of December 30, 2015, by 6922767 Holding S.à.r.l.</li> <li>• Guarantee Confirmation, dated as of January 28, 2015, by CHC Helicopter S.A., as guarantor</li> </ul>

Row	MSN	Agreement[s]
		<ul style="list-style-type: none"> <li>• Guarantee Confirmation, dated as of January 28, 2015, by 6922767 Holding S.à.r.l., as guarantor</li> <li>• Aircraft Lease General Terms Agreement, dated as of June 20, 2008, between CHC Helicopters (Barbados) SRL, as lessor, and CHC Helikopter Service AS</li> <li>• Aircraft Specific Lease Agreement, dated as of July 31, 2013, between CHC Helicopters (Barbados) SRL, as lessor, and CHC Helikopter Service AS, as lessee</li> <li>• Tripartite Agreement (Agreement and consent to sublease), dated as of January 28, 2015, between CHC Helicopters (Barbados) SRL, Skandinaviska Enskilda Banken AB (Publ), and CHC Helikopter Service AS, as sublessee</li> <li>• Junior Loan Agreement, dated as of July 31, 2013, between CHC Helicopters (Barbados) SRL, as lender, and Skandinaviska Enskilda Banken AB (Publ), as borrower</li> <li>• Proceeds Agreement, dated as of July 31, 2013, between CHC Helicopters (Barbados) SRL, as junior lender, lessee and remarketing agent, and Skandinaviska Enskilda Banken AB (Publ)</li> <li>• Remarketing Agreement, dated as of July 31, 2013, between CHC Helicopters (Barbados) SRL, as remarketing agent, and Skandinaviska Enskilda Banken AB (Publ)</li> <li>• Insurance Assignment, dated January 28, 2015, between CHC Helikopter Service AS, as assignor, and CHC Helicopters (Barbados) SRL, as assignee</li> <li>• Security Assignment, dated January 28, 2015, between CHC Helicopters (Barbados) SRL, as assignor, Skandinaviska Enskilda Banken AB (Publ), as assignee</li> <li>• Netting Agreement, dated as of July 31, 2013, between Skandinaviska Enskilda Banken AB (Publ), as owner and lessor, CHC Helicopters (Barbados) SRL, as option holder, seller, junior lender and lessee, and Heli-One Leasing (Norway) AS</li> <li>• Lease Document Novation Agreement, dated January 28, 2015, between Skandinaviska Enskilda Banken AB (Publ), as owner, and CHC Helicopters (Barbados) SRL, as lessee, junior lender and remarketing agent</li> </ul> <p>Each as modified by the Restructuring of Lease for Aircraft MSN No. 920018, dated as of December 22, 2016, between Skandinaviska Enskilda Banken AB (Publ) and CHC Helicopters (Barbados) SRL, with each of CHC Group Ltd., CHC Helicopter S.A., 6922767 Holding S.à.r.l. and CHC Helikopter Service AS acceding thereto by executing and delivering the signature pages thereto</p>
24	920034	Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i)</i>

Row	MSN	Agreement[s]
		<p><i>Enter into and Perform Under Restructuring Lease Term Sheets with Lombard North Central PLC with Respect to Aircraft with Manufacturer's Serial Numbers 31155, 920034, and 920127 and (ii) Enter into and Perform Under Settlement Agreements with Lombard North Central PLC with Respect to Aircraft with Manufacturer's Serial Numbers 2707 and 760720, filed on January 18, 2017 at Docket No. 1500 and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-2 to the motion:</i></p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule, dated 31 October 2007, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A.</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, CHC Helicopters (Barbados) SRL, Heliworld Leasing Limited, CHC Helicopter (Barbados) Limited and CHC Helicopter S.A.</li> <li>• Deed of Indemnity, dated 10 March 2011, between the Royal Bank of Scotland PLC and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 31 October 2007, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland PLC</li> <li>• Remarketing Agreement, dated 31 October 2007, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 31 October 2007, between Lombard North Central Plc, Heli-One Leasing ULC and The Royal Bank of Scotland PLC</li> <li>• Master Sub-lease Agreement, dated 23 January 2012, between Heli-One Leasing ULC and CHC Leasing (Ireland) Designated Activity Company</li> <li>• Residual Value Guarantee, dated 28 December 2006, between Sikorsky International Operations Inc., Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• RVG Side Letter, dated 31 October 2007, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, CHC Helicopters (Barbados)</li> </ul>



Row	MSN	Agreement[s]
		<p>Limited, Heliworld Leasing Limited and CHC Helicopter S.A.</p> <ul style="list-style-type: none"> <li>• Deed of Subordination, dated 23 July 2013, between Heli-One Leasing ULC, Lombard North Central Plc, CHC Ireland Designated Activity Company and CHC Leasing (Ireland) Designated Activity Company</li> <li>• Aircraft Lease General Terms Agreement No. 9992 dated 12 June 2013, between CHC Ireland Designated Activity Company and CHC Leasing (Ireland) Designated Activity Company</li> <li>• Aircraft Specific Lease Agreement No. 9992-201, dated 23 July 2013, between CHC Ireland Designated Activity Company and CHC Leasing (Ireland) Designated Activity Company</li> <li>• Sub-Lessee Security Assignment, dated 23 July 2013, between CHC Leasing (Ireland) Designated Activity Company and Lombard North Central Plc</li> <li>• Assignment of Insurance, dated 23 July 2013, between CHC Ireland Designated Activity Company and CHC Leasing (Ireland) Designated Activity Company</li> <li>• Purchase Option Notice, dated 2 April 2015, to Lombard North Central Plc from Heli-One Leasing ULC</li> <li>• Purchase Agreement, dated 29 March 2016, between CHC Helicopters S.A., Heli-One Leasing ULC, Lombard North Central Plc, CHC Helicopter Holding (Cayman) Limited and The Royal Bank of Scotland PLC</li> <li>• Lease Extension, dated 29 March 2016, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> </ul>
25	920036	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated April 30, 2013 between Heliworld Leasing Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated November 16, 2012 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated April 30, 2013 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Lease General Terms Agreement dated November 16, 2012 between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated April 30, 2013 between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Guarantee and Indemnity dated April 30, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated April 30, 2013 between Heliworld Leasing Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated April 30, 2013 between Heliworld Leasing Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated November 16, 2012 between CHC Helicopter Australia Pty. Ltd. and Heliworld Leasing Limited</li> </ul>

Row	MSN	Agreement[s]
		Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381
26	920046	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated July 28, 2011 between CHC Leasing (Ireland) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Specific Lease Agreement dated November 8, 2016 between CHC Leasing (Ireland) Limited and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated January 12, 2016 between CHC Group Ltd. and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
27	920057	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lobo Leasing SPV A Limited with Respect to Aircraft with Manufacturer's Serial Numbers 31030, 920057, 920241, 920250, 760537 and 760570, and (ii) Enter into and Perform Under Settlement Agreements with Lobo Leasing SPV A Limited with Respect to Aircraft With Manufacturer's Serial Numbers 31540, 760546, and 760561</i>, filed on December 23, 2016, at Docket No. 1412, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-2 to the motion:</p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of January 17, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited, but only in so far as it relates to msn 920057 and not any other aircraft</li> <li>• Lease Schedule No. 1, dated as of January 31, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Aircraft Lease General Terms Agreement, dated as of October 30, 2014, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited, but only in so far as it relates to msn 920057 and not any other aircraft</li> <li>• Aircraft Specific Lease Agreement, dated as of September 26, 2016, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> </ul>
28	920058	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated July 28, 2011 between CHC Leasing</li> </ul>

Row	MSN	Agreement[s]
		<p>(Ireland) Limited and Wilmington Trust SP Services (Dublin) Limited</p> <ul style="list-style-type: none"> <li>• Aircraft Lease General Terms Agreement dated October 21, 2010 between CHC Leasing (Ireland) Limited and CHC Scotia Limited.</li> <li>• Aircraft Specific Lease Agreement dated December 14, 2012 between CHC Leasing (Ireland) Limited and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated January 12, 2016 between CHC Group Ltd. and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
29	920060	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated January 27, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated June 20, 2008 between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> <li>• Aircraft Specific Lease Agreement dated January 17, 2014 between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> <li>• Guarantee and Indemnity dated October 27, 2014 between CHC Group Ltd. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 27, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sublease dated October 27, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
30	920098	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 23, 2013 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated June 20, 2008 between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> <li>• Aircraft Specific Lease Agreement dated December 23, 2013 between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> <li>• Guarantee and Indemnity dated October 27, 2014 between CHC Group</li> </ul>

Row	MSN	Agreement[s]
		<p>Ltd. and Wilmington Trust SP Services (Dublin) Limited</p> <ul style="list-style-type: none"> <li>• Assignment of Insurances dated October 27, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sublease dated October 27, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
31	920127	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lombard North Central PLC with Respect to Aircraft with Manufacturer's Serial Numbers 31155, 920034, and 920127 and (ii) Enter into and Perform Under Settlement Agreements with Lombard North Central PLC with Respect to Aircraft with Manufacturer's Serial Numbers 2707 and 760720</i>, filed on January 18, 2017 at Docket No. 1500, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-3 to the motion:</p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Agreement, dated 12 August 2010, between CHC Helicopters (Barbados) Limited and Lombard North Central Plc</li> <li>• Short Form Lease Agreement, dated 12 August 2010, between CHC Helicopters (Barbados) Limited and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A.</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL, CHC Helicopters (Barbados) Ltd., Heliworld Leasing Limited and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 12 August 2010, between CHC Helicopters (Barbados) Limited (as lender) and The Royal Bank of Scotland PLC</li> </ul>

Row	MSN	Agreement[s]
		<ul style="list-style-type: none"> <li>• Remarketing Agreement, dated 12 August 2010, between Lombard North Central Plc and CHC Helicopters (Barbados) Limited</li> <li>• Deed of Application of Proceeds, dated 18 August 2010 between Lombard North Central Plc, CHC Helicopters (Barbados) Limited and The Royal Bank of Scotland Plc</li> <li>• Security Assignment, dated 24 December 2015, between CHC Helicopters (Barbados) Limited and Lombard North Central Plc</li> <li>• Residual Value Guarantee, dated 30 June 2010, between Sikorsky International Operations, Inc., CHC Helicopters (Barbados) Limited and Lombard North Central Plc</li> <li>• RVG Side Letter, dated, on or about, August 9, 2010 between CHC Helicopters (Barbados) Limited and Lombard North Central Plc</li> <li>• Assignment of Insurances, dated 24 December 2015, between CHC Helicopters Canada Inc. and CHC Helicopters (Barbados) Limited</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited and CHC Helicopter S.A</li> <li>• Aircraft Lease General Terms Agreement No. 5919, dated 21 August 2015, between CHC Helicopters (Barbados) Limited and CHC Helicopters Canada Inc.</li> <li>• Aircraft Specific Lease Agreement, dated 21 August 2015, between CHC Helicopters (Barbados) Limited and CHC Helicopters Canada Inc.</li> <li>• Short Form Lease Agreement, dated 21 August 2015, between CHC Helicopters (Barbados) Limited and CHC Helicopters Canada Inc.</li> <li>• Sublessee and Operator Deed of Subordination, dated 24 December 2015, between CHC Helicopters (Barbados) Limited, Lombard North Central Plc and CHC Helicopters Canada Inc.</li> </ul>
32	920132	<ul style="list-style-type: none"> <li>• Aircraft Lease General Terms Agreement dated June 20, 2008 between CHC Helicopters (Barbados) Limited and CHC Helikopter Service AS</li> <li>• Aircraft Specific Lease Agreement dated September 9, 2010 between CHC Helicopters (Barbados) Limited and CHC Helikopter Service AS</li> <li>• Hire Purchase Agreement dated August 25, 2010 between GE European Equipment Finance (Aircraft No.2) Limited and CHC Helicopters (Barbados) Limited</li> <li>• Guarantee and Indemnity dated July 29, 2010 between CHC Helicopter S.A R.L. and GE European Equipment Finance (Aircraft No.2) Limited</li> <li>• Residual Value Guarantee Agreement dated August 25, 2010 between Sikorsky International Operations, Inc., GE European Equipment Finance (Aircraft No.2) Limited and CHC Helicopters (Barbados) Limited</li> <li>• Security Assignment dated August 25, 2010 between GE European Equipment Finance (Aircraft No.2) Limited and CHC Helicopters</li> </ul>

Row	MSN	Agreement[s]
		<p>(Barbados) Limited</p> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
33	920150	<ul style="list-style-type: none"> <li>• Lease Agreement, dated as of December 20, 2011, between SE Helicopter (12) LLC and CHC Leasing (Ireland) Limited, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Lease Supplement No. 1, dated as of December 20, 2011, between SE Helicopter (12) LLC and CHC Leasing (Ireland) Limited, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Participation Agreement, dated as of December 20, 2011, among CHC Leasing (Ireland) Limited, CHC Helicopter S.A., Lloyd Off-Shore Helicopters Pty. Ltd., Heli-One Leasing Inc., CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, 6922767 Holding S.à.r.l., Wells Fargo Delaware Trust Company, N.A., Export Development Canada, Export-Import Bank of the United States, and the other parties thereto, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• SPV Guarantee Agreement, dated as of December 20, 2011, by and among CHC Helicopters S.A., Lloyd Off-Shore Helicopters Pty. Ltd., Heli-One Leasing Inc., CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, 6922767 Holdings S.à.r.l., Wilmington Trust Company, Export Development Canada and Export-Import Bank of the United States, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Aircraft Specific Lease Agreement, dated as of December 20, 2011, between CHC Leasing (Ireland) Limited and CHC Ireland Limited, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Aircraft Lease General Terms Agreement, dated as of December 20, 2011, between CHC Leasing (Ireland) Limited and CHC Ireland Limited, but only in so far as it relates to msn 920150 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and SE Helicopter (12) LLC Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of [ ], 2017 [Docket No. ____]</p>

Row	MSN	Agreement[s]
34	920183	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated November 21, 2012 between CHC Helicopters (Barbados) Limited and Milestone Export Leasing Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 15, 2008 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated March 4, 2013 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated August 29, 2008 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated March 4, 2013 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated November 21, 2012 between 6922767 Holding S.A R.L. and Milestone Export Leasing Limited</li> <li>• Assignment of Insurances dated March 1, 2013 between CHC Helicopters (Barbados) Limited and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sub-Lease dated April 4, 2013 between CHC Helicopters (Barbados) Limited and Milestone Export Leasing Limited</li> <li>• Assignment of Sub-Sublease dated April 4, 2013 between Capital Aviation Services B.V. and Milestone Export Leasing Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
35	920185	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated November 16, 2012 between CHC Helicopters (Barbados) Limited and Milestone Export Leasing Limited</li> <li>• Aircraft Lease General Terms Agreement dated December 19, 2011 between CHC Helicopters (Barbados) Limited and SRL and CHC Scotia Limited</li> <li>• Aircraft Specific Lease Agreement dated April 3, 2013 between CHC Helicopters (Barbados) Limited and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated November 16, 2012 between 6922767 Holding S.A R.L. and Milestone Export Leasing Limited</li> <li>• Assignment of Sublease dated April 4, 2013 between CHC Helicopters (Barbados) Limited and Milestone Export Leasing Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing</p>

Row	MSN	Agreement[s]
		Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381
36	920186	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 4, 2012 between CHC Helicopters (Barbados) Limited and Milestone Export Leasing Limited</li> <li>• Aircraft Lease General Terms Agreement dated June 20, 2008 between CHC Helicopters (Barbados) Limited and CHC Helikopter Service AS</li> <li>• Aircraft Specific Lease Agreement dated April 3, 2013 between CHC Helicopters (Barbados) Limited and CHC Helikopter Service AS</li> <li>• Guarantee and Indemnity dated December 4, 2012 between 6922767 Holding S.A R.L. and Milestone Export Leasing Limited</li> <li>• Assignment of Insurances dated April 3, 2013 between CHC Helicopters (Barbados) Limited and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sublease dated April 3, 2013 between CHC Helicopters (Barbados) Limited and Milestone Export Leasing Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016</p>
37	920190	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated April 25, 2013 between CHC Helicopters (Barbados) Limited and Wells Fargo Bank Northwest, National Association</li> <li>• Aircraft Lease General Terms Agreement dated December 19, 2011 between CHC Helicopters (Barbados) Limited and SRL and CHC Scotia Limited</li> <li>• Aircraft Specific Lease Agreement dated May 17, 2013 between CHC Helicopters (Barbados) Limited and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated April 25, 2013 between 6922767 Holding S.A R.L. and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Insurances dated May 17, 2013 between CHC Helicopters (Barbados) Limited and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sublease dated May 17, 2013 between CHC Helicopters (Barbados) Limited and Wells Fargo Bank Northwest, National Association</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016</p>
38	920198	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 5, 2013 between Heliworld</li> </ul>



Row	MSN	Agreement[s]
		<p>Leasing Limited and Wells Fargo Bank Northwest, National Association</p> <ul style="list-style-type: none"> <li>• Aircraft Lease General Terms Agreement dated November 16, 2012 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated December 12, 2013 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Lease General Terms Agreement dated November 16, 2012 between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated December 12, 2013 between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Guarantee and Indemnity dated December 5, 2013 between 6922767 Holding S.A R.L. and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Insurances dated December 12, 2013 between Heliworld Leasing Limited and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sub-Lease dated December 12, 2013 between Heliworld Leasing Limited and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sub-Sublease dated December 12, 2013 between CHC Helicopter Australia Pty. Ltd. and Heliworld Leasing Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016</p>
39	920216	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated February 21, 2014 between Heli-One Canada ULC and Wells Fargo Bank Northwest, National Association</li> <li>• Aircraft Specific Lease Agreement dated June 10, 2016 between Heli-One Canada ULC and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated January 12, 2016 between CHC Group Ltd. and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Insurances dated May 6, 2014 between Heli-One Canada ULC and Wells Fargo Bank Northwest, National Association</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016</p>
40	920229	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated June 6, 2014 between Heli-One Canada ULC and Wells Fargo Bank Northwest, National Association</li> <li>• Aircraft Specific Lease Agreement dated June 10, 2016 between Heli-</li> </ul>

Row	MSN	Agreement[s]
		<p>One Canada ULC and CHC Scotia Limited</p> <ul style="list-style-type: none"> <li>• Guarantee and Indemnity dated January 12, 2016 between CHC Group Ltd. and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Insurances dated July 29, 2014 between Heli-One Canada ULC and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sub-Lease dated July 29, 2014 between Heli-One Canada ULC and Wells Fargo Bank Northwest, National Association</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016</p>
41	920237	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 4, 2014 between CHC Helicopters (Barbados) SRL and Wells Fargo Bank Northwest, National Association</li> <li>• Aircraft Lease General Terms Agreement dated October 30, 2014 between CHC Helicopters (Barbados) SRL and SRL and CHC Scotia Limited</li> <li>• Aircraft Specific Lease Agreement dated December 22, 2014 between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated December 4, 2014 between 6922767 Holding S.A R.L. and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Insurances dated December 4, 2014 between CHC Helicopters (Barbados) SRL and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sublease dated December 4, 2014 between CHC Helicopters (Barbados) SRL and Wells Fargo Bank Northwest, National Association</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016</p>
42	920241	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lobo Leasing SPV A Limited with Respect to Aircraft with Manufacturer's Serial Numbers 31030, 920057, 920241, 920250, 760537 and 760570, and (ii) Enter into and Perform Under Settlement Agreements with Lobo Leasing SPV A Limited with Respect to Aircraft With Manufacturer's Serial Numbers 31540, 760546, and 760561</i>, filed on December 23, 2016, at Docket No. 1412, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-3 to the motion:</p>

Row	MSN	Agreement[s]
		<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of January 17, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Lease Schedule No. 1, dated as of October 8, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Aircraft Lease General Terms Agreement, dated as of December 19, 2011, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> <li>• Aircraft Specific Lease Agreement, dated as of October 8, 2014, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> </ul>
43	920245	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 31, 2014 between CHC Helicopters (Barbados) SRL and Wells Fargo Bank Northwest, National Association</li> <li>• Aircraft Lease General Terms Agreement dated October 30, 2014 between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated June 9, 2015 between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated August 29, 2008 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated June 9, 2015 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated July 3, 2015 between CHC Group Limited and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Insurances dated June 10, 2015 between CHC Helicopters (Barbados) SRL and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sub-Lease dated June 10, 2015 between CHC Helicopters (Barbados) SRL and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sub-Sublease dated June 10, 2015 between Capital Aviation Services B.V. and CHC Helicopters (Barbados) SRL</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016</p>
44	920250	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lobo</i></p>

Row	MSN	Agreement[s]
		<p><i>Leasing SPV A Limited with Respect to Aircraft with Manufacturer's Serial Numbers 31030, 920057, 920241, 920250, 760537 and 760570, and (ii) Enter into and Perform Under Settlement Agreements with Lobo Leasing SPV A Limited with Respect to Aircraft With Manufacturer's Serial Numbers 31540, 760546, and 760561, filed on December 23, 2016, at Docket No. 1412, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-4 to the motion:</i></p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of January 17, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Lease Schedule No. 1, dated as of December 16, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Aircraft Lease General Terms Agreement, dated as of October 30, 2014, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> <li>• Aircraft Specific Lease Agreement, dated as of March 20, 2015, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> </ul>

Owned Aircraft

Row	MSN	Agreement[s]	Proposed Cure Amount
45	834	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated July 15, 2014, between CHC Helicopters Australia Pty. and Lloyd Helicopters Pty. Ltd.</li> </ul>	
46	2058	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated February 26, 2009 between CHC Helicopters (Barbados) Ltd. and Capital Aviation Services B.V.</li> <li>Aircraft Specific Lease Agreement dated February 26, 2009, between Capital Aviation Services B.V. and CHC Helicopter Australia Pty</li> <li>Aircraft Specific Lease Agreement dated February 26, 2009, between CHC Helicopter Australia Pty and Lloyd Helicopters Pty. Ltd.</li> </ul>	
47	2074	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated February 24, 2014, between Heli-One Leasing (Norway) AS and Capital Aviation Services B.V.</li> <li>Aircraft Specific Lease Agreement dated February 24, 2014, between Capital Aviation Services B.V. and CHC Global Operations International ULC</li> </ul>	
48	2075	Aircraft Specific Lease Agreement dated December 16, 2013, between CHC Helicopters (Barbados) Ltd. and CHC Scotia Limited	
49	2113	Aircraft Specific Lease Agreement dated May 1, 2005, between Heli-One Leasing (Norway) AS and CHC Helikopter Service AS	
50	2347	Aircraft Specific Lease Agreement dated October 31, 2013, between Heli-One Leasing (Norway) AS and CHC Helikopter Service AS	
51	2381	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated February 17, 2011, between Heliworld Leasing Limited and CHC Helicopters Australia Pty.</li> <li>Aircraft Specific Lease Agreement dated January 31, 2011, between CHC Helicopters Australia Pty. And Lloyd Helicopters Pty. Ltd.</li> </ul>	
52	2396	Aircraft Specific Lease Agreement dated October 30, 2014, between Heli-One Leasing (Norway) AS and CHC Helikopter Service AS	
53	2484	Aircraft Specific Lease Agreement dated February 28, 2006, between Heliworld Leasing Limited and CHC Scotia Limited	
54	2493	Aircraft Specific Lease Agreement dated January 31, 2014, between Heliworld Leasing Limited and CHC Helikopter Service AS	

55	<b>2675</b>	Aircraft Specific Lease Agreement dated July 7, 2015, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited	
56	<b>2930</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated June 15, 2015, between CHC Helicopter Holding (Cayman) Limited and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated June 15, 2015, between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> </ul>	
57	<b>6846</b>	Aircraft Specific Lease Agreement dated July 15, 2014, between CHC Helicopter Australia Pty. and Lloyd Helicopters Pty. Ltd.	
58	<b>9009</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated October 28, 2015 between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated October 28, 2015 between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> </ul>	
59	<b>9203</b>	Aircraft Specific Lease Agreement dated March 21, 2014, between CHC Helicopter Australia Pty. and Lloyd Helicopters Pty. Ltd.	
60	<b>9235</b>	Aircraft Specific Lease Agreement dated July 15, 2014, between CHC Helicopter Australia Pty. and Lloyd Helicopters Pty. Ltd.	
61	<b>31072</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated March 1, 2016 between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated March 1, 2016 between CHC Helicopters (Barbados) SRL and CHC Global Operations Canada (2008)</li> </ul>	
62	<b>31099</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated October 28, 2015 between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated October 28, 2015 between CHC Helicopters (Barbados) SRL and CHC Helicopters Netherlands B.V.</li> </ul>	
63	<b>31561</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated January 27, 2016 between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated January 27, 2016 between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> </ul>	

64	<b>31610</b>	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated January 27, 2016 between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>Aircraft Specific Lease Agreement dated January 27, 2016 between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> </ul>	
65	<b>36419</b>	Aircraft Specific Lease Agreement dated July 14, 2014, between CHC Helicopter Australia Pty. and Lloyd Helicopters Pty. Ltd.	
66	<b>760466</b>	Aircraft Specific Lease Agreement dated September 12, 2016 between CHC Helicopters (Barbados) Limited and CHC Global Operations Canada (2008) ULC	
67	<b>760468</b>	Aircraft Operating Agreement dated July 9, 2013, between CHC Helicopters (Barbados) Limited and CHC Global Operations Canada (2008) Inc.	
68	<b>760490</b>	Aircraft Specific Lease Agreement dated October 5, 2009, between CHC Helicopters (Barbados) Limited and CHC Global Operations Canada (2008) ULC	
69	<b>760547</b>	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated August 1, 2009, between Trinity Helicopters Limited and Heli-One Leasing ULC</li> <li>Aircraft Specific Lease Agreement dated April 11, 2016, between Heli-One Leasing ULC and CHC Global Operations International ULC</li> </ul>	
70	<b>760548</b>	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated October 10, 2012, between Trinity Helicopters Limited and Heli-One Leasing ULC</li> <li>Aircraft Specific Lease Agreement dated March 23, 2016, between Heli-One Leasing ULC and CHC Global Operations International ULC</li> </ul>	
71	<b>760572</b>	Aircraft Specific Lease Agreement dated February 4, 2009, between CHC Helicopters (Barbados) Limited and CHC Global Operations Canada (2008) ULC	
72	<b>760574</b>	Aircraft Specific Lease Agreement dated September 3, 2013, between Capital Aviation Services and CHC Global Operations Canada (2008) ULC	
73	<b>760575</b>	Aircraft Specific Lease Agreement dated September 12, 2016, between CHC Helicopters (Barbados) Limited and CHC Global Operations Canada (2008) ULC	
74	<b>760589</b>	Aircraft Specific Lease Agreement dated September 4, 2013 between CHC Helicopters (Barbados) Limited and CHC Global Operations Canada (2008) ULC	
75	<b>760593</b>	Aircraft Specific Lease Agreement dated April 25, 2016, between CHC Helicopters (Barbados) Limited and CHC Global Operations International ULC	

76	<b>760596</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated September 18, 2012, between Heli-One Leasing ULC and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated September 18, 2012, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
77	<b>760598</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated November 14, 2012, between Heli-One Leasing ULC and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated November 14, 2012, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
78	<b>760601</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated March 11, 2011, between Heli-One Leasing ULC and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated December 1, 2014, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
79	<b>760602</b>	Aircraft Specific Lease Agreement dated February 14, 2011, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.	
80	<b>760603</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated March 11, 2011, between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated December 1, 2014, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
81	<b>760625</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated December 1, 2015, between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated December 1, 2015, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated April 4, 2007, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
82	<b>760632</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated December 1, 2015, between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated December 1, 2015, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated April 30, 2007, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	



83	<b>760636</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated March 1, 2016, between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated March 1, 2016, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated April 20, 2007, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
84	<b>760670</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated July 6, 2015, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated January 10, 2008, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
85	<b>920045</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated March 31, 2016, between CHC Helicopter Holding (Cayman) Limited and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated March 31, 2016, between CHC Helicopters (Barbados) SRL and CHC Ireland Limited</li> </ul>	
86	<b>920253</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated March 11, 2015, between CHC Helicopter Holding (Cayman) Limited and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated March 11, 2015, between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> </ul>	

**Exhibit C1**

**Blackline of Amended Schedule of Assumed Aircraft Leases**

## Schedule of Assumed Aircraft Leases

### General Notes to Schedule of Assumed Aircraft Leases:

1. Neither the exclusion nor the inclusion of a lease by the Debtors on this schedule, nor anything contained herein, shall constitute an admission by the Debtors that any such lease is an unexpired lease or that any Debtor, or its respective affiliates, has any liability thereunder. In addition, out of an abundance of caution, the Debtors have listed certain leases on this schedule that have or may have either terminated or expired (or will terminate or expire) prior to the Confirmation Hearing pursuant to the terms of such leases or contracts. All lease assumptions listed on this schedule that are subject to modifications are contingent upon receipt of the signed agreement including the agreed upon modified terms. The Debtors reserve the right, on or prior to 4:00 p.m. (Central Time) on the Business Day immediately prior to the commencement of the Confirmation Hearing, (x) to amend this schedule in order to add, delete or reclassify any unexpired lease and (y) to amend the Cure Notice to any contract party, *provided, however*, that if the Confirmation Hearing is adjourned for a period of more than two (2) consecutive calendar days, the Debtors' right to amend this schedule and notices shall be extended to 4:00 p.m. (Central Time) on the Business Day immediately prior to the adjourned date of the Confirmation Hearing, with such extension applying in the case of any and all subsequent adjournments of the Confirmation Hearing.
2. As a matter of administrative convenience, in many cases the Debtors have listed the original parties to the documents listed in this schedule without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not be named in this schedule is not intended to change the treatment of such documents.
3. Although in most instances only certain agreements governing an aircraft lease or financing transaction are currently described herein for an aircraft lease that is being assumed, each other related operative document to which a Debtor is a party that is integral to such transaction (including, without limitation, (x) any lessee consent to any leveraging transaction in connection with any lease, (y) any residual value guarantee issued for the benefit of any Debtor and (z) any security assignments in connection with any listed aircraft sublease and sub-sublease) also will be deemed to be part of this schedule and each related operative document, whether described herein or deemed to be part of this schedule, shall be assumed if the related aircraft lease is assumed unless (i) such operative document has otherwise been rejected or (ii) a term sheet listed on this schedule expressly provides for termination, replacement or other discontinuance of such operative document or any obligations of any Debtor, any affiliate thereof or any operator of the applicable aircraft under, with respect to or resulting from such operative document. In addition, and for the avoidance of doubt, any agreement relating to more than one aircraft, such as any master lease facility agreement or aircraft lease general terms agreement, that relates to an assumed lease of an aircraft that is listed on this schedule, shall be deemed to be part of this schedule solely as it relates to such aircraft but not as it relates to any other aircraft. References to any agreement to

be assumed are to the applicable agreement and other operative documents, as may have been amended, modified or supplemented from time to time and as is in effect as of the date hereof, as may be further amended, modified or supplemented by the parties thereto between the date hereof and the Effective Date. *Except as otherwise indicated on this schedule or in the Cure Notice delivered to the applicable parties, the proposed Cure Amount for each unexpired lease relating to Aircraft Equipment listed therein or otherwise being assumed hereunder is zero and the Effective Date for the assumption of such leases shall be the Effective Date.*

4. Any unexpired lease set forth on this schedule that is being assumed subject to the entry of an order approving a term sheet, shall automatically be removed from this schedule and moved to the schedule of rejected aircraft leases if such term sheet is not approved by the Bankruptcy Court.
5. In accordance with the Plan, any unexpired lease or related document set forth on this schedule that CHC Group Ltd. is a party to, shall be assumed and assigned to Reorganized CHC (as defined in the Plan) pursuant to sections 365 and 1123 of the Bankruptcy Code in accordance with the Restructuring Transactions set forth in the Plan.
6. Out of an abundance of caution, and for the avoidance of doubt, the Debtors also have listed on the Plan's schedules certain leases that they have previously assumed or rejected, and nothing herein is intended to change or alter the date of assumption or rejection or the terms of assumption or rejection of any previously assumed or rejected lease.

*Index to Schedule by Head Lessor*

Head Lessor	Row(s)
Brent Invest LLP	2
GE European Equipment Finance (Aircraft No. 2) Limited	32
GE Capital Equipment Finance Ltd	22
Lobo Leasing SPV A Limited	1, 13, 14, 27, <del>41</del> <u>42</u> , <del>43</del> <u>44</u>
Lombard North Central PLC	3, 24, 31
Milestone Export Leasing, Limited	<del>33</del> <u>34</u> - <del>35</del> <u>36</u>
Parilease S.A.S.	7
<u>SE Helicopter (12) LLC</u>	<u>33</u>
Skandinaviska Enskilda Banken AB (Publ)	23
The Milestone Aviation Asset Holding Group No. 8 Ltd	12, 19, 25, 26, 28, <del>36</del> , <del>37</del> , <u>38</u>
The Milestone Aviation Asset Holding Group No. 20 Ltd	11
The Milestone Aviation Asset Holding Group No. 25 Ltd	4-6, 8-10, 15-18, 20, 21, 29, 30, <del>38</del> <u>39</u> - <del>40</del> <u>41</u> , <del>42</del> <u>43</u>

Leased Aircraft

Row	MSN	Agreement[s]
1	31030	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lobo Leasing SPV A Limited with Respect to Aircraft with Manufacturer's Serial Numbers 31030, 920057, 920241, 920250, 760537 and 760570, and (ii) Enter into and Perform Under Settlement Agreements with Lobo Leasing SPV A Limited with Respect to Aircraft With Manufacturer's Serial Numbers 31540, 760546, and 760561</i>, filed on December 23, 2016, at Docket No. 1412, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-1 to the motion:</p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of January 17, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Lease Schedule No. 1, dated as of January 31, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Aircraft Lease General Terms Agreement, dated as of June 5, 2008, between CHC Helicopters (Barbados) SRL and CHC Helicopters Netherlands B.V.</li> <li>• Aircraft Specific Lease Agreement, dated as of January 31, 2014, between CHC Helicopters (Barbados) SRL and CHC Helicopters Netherlands B.V.</li> </ul>
2	31116	<ul style="list-style-type: none"> <li>• Aircraft Operating and Management Agreement, dated as of April 13, 2015, between Brent Invest LLP and CHC Global Operations International ULC</li> <li>• Agreement Operation and Control of Aircraft No. 2016-216, dated as of March 30, 2016, between Joint Stock Company "Euro-Asia Air" Air Company and CHC Global Operations International ULC</li> </ul>
3	31155	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lombard North Central PLC with Respect to Aircraft with Manufacturer's Serial Numbers 31155, 920034, and 920127 and (ii) Enter into and Perform Under Settlement Agreements with Lombard North Central PLC with Respect to Aircraft with Manufacturer's Serial Numbers 2707 and 760720</i>, filed on January 18, 2017 at Docket No. 1500 and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-1 to the motion:</p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> </ul>

Row	MSN	Agreement[s]
		<ul style="list-style-type: none"> <li>• Lease Supplement 45, dated 18 January 2009, between Heliworld Leasing Limited and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A.</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL, Heliworld Leasing Limited and CHC Helicopter S.A.</li> <li>• Lease Extension Agreement, dated 3 May 2016, between Heliworld Leasing Limited, Lombard North Central Plc, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 18 January 2009, between Heliworld Leasing Limited (as lender) and The Royal Bank of Scotland PLC</li> <li>• Remarketing Agreement, dated 18 January 2009, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 18 January 2009, between Lombard North Central Plc, Heliworld Leasing Limited, The Royal Bank of Scotland PLC and Heli-One Leasing ULC</li> <li>• Security Assignment, dated 1 August 2014, between Heliworld Leasing Limited and Lombard North Central Plc</li> <li>• Sub-Lessee Security Assignment, dated 1 August 2014, between Heliworld Leasing Limited and CHC Helicopter Australia Pty, Ltd.</li> <li>• Residual Value Guarantee Agreement, dated 14 August 2009, from Finmeccanica S.p.A. Helicopter Division to Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Aircraft Specific Lease Agreement, dated 1 August 2014, between CHC Helicopter Australia Pty, Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Assignment of Insurances, dated 1 August 2014, between CHC Helicopter Australia Pty, Ltd and Lloyd Helicopters Pty. Ltd.</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited and CHC Helicopter S.A.</li> <li>• Aircraft Lease General Terms Agreement No. 12000, dated 28 November 2012, between CHC Helicopter Australia Pty, Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Conditional Sale Agreement, dated 18 January 2009, between Heliworld Leasing Limited and CHC Helicopter Australia Pty, Ltd.</li> </ul>
4	31208	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 20, 2013 between CHC</li> </ul>

Row	MSN	Agreement[s]
		<p>Helicopters (Barbados) Limited and Aircraft MSN 31208 Trust</p> <ul style="list-style-type: none"> <li>• Aircraft Lease General Terms Agreement dated December 19, 2011 between CHC Helicopters (Barbados) Limited and CHC Scotia Limited</li> <li>• Aircraft Specific Lease Agreement dated December 20, 2013 between CHC Helicopters (Barbados) Limited and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated December 20, 2013 between 6922767 Holding S.A R.L. and Aircraft MSN 31208 Trust</li> <li>• Assignment of Insurances dated December 20, 2013 between CHC Helicopters (Barbados) Limited and Aircraft MSN 31208 Trust</li> <li>• Assignment of Sub-Lease dated December 20, 2013 between CHC Helicopters (Barbados) Limited and Aircraft MSN 31208 Trust</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
5	31474	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated March 28, 2013 between Wilmington Trust SP Services (Dublin) Limited and CHC Helicopters (Barbados) Limited</li> <li>• Aircraft Specific Lease Agreement dated December 12, 2016 between CHC Helicopters (Barbados) Limited and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated March 28, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated March 28, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated March 28, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
6	31479	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated April 19, 2013 between Wilmington Trust SP Services (Dublin) Limited and CHC Helicopters (Barbados) Limited</li> <li>• Aircraft Specific Lease Agreement dated December 12, 2016 between CHC Helicopters (Barbados) Limited and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated April 19, 2013 between 6922767</li> </ul>



Row	MSN	Agreement[s]
		<p>Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</p> <ul style="list-style-type: none"> <li>• Assignment of Insurances dated April 19, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated April 19, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
7	31485	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to Enter into and Perform Under a Restructuring Lease Term Sheet with Parilease S.A.S. with Respect to Aircraft with Manufacturers Serial Number 31485</i>, filed on December 23, 2016, at Docket No. 1402, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C to the motion:</p> <ul style="list-style-type: none"> <li>• Deed of Amendment and Restatement No. 2 dated October 25, 2013 to a Master Lease Facility Agreement, dated as of April 18, 2007, between Heli-One Leasing Inc., CHC Helicopter S.A. and Parilease S.A.S.</li> <li>• Lease Schedule, dated as of October 25, 2013, between CHC Helicopters (Barbados) Limited and Parilease S.A.S.</li> <li>• Deed of Amendment and Restatement No. 1 dated October 25, 2013 to a Master Guarantee and Indemnity, dated as of December 30, 2008, between CHC Helicopter S.A. and Parilease S.A.S.</li> <li>• Aircraft Specific Lease Agreement, dated as of February 11, 2016, between CHC Helicopters (Barbados) SRL and Heliworld Leasing Limited</li> <li>• Aircraft Specific Lease Agreement, dated as of February 11, 2016, between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement, dated as of February 11, 2016, between CHC Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Remarketing Agreement in respect of one (1) Agusta Westland AW 139 helicopter with manufacturer's serial number 31485, dated as of October 25, 2013, between CHC Helicopters (Barbados) Limited and Parilease S.A.S.</li> <li>• Junior Loan Agreement, dated as of October 25, 2013, between CHC</li> </ul>

Row	MSN	Agreement[s]
		<p>Helicopters (Barbados) Limited and Parilease S.A.S.</p> <ul style="list-style-type: none"> <li>Deed of Application of Proceeds, dated as of October 25, 2013, between CHC Helicopters (Barbados) Limited, Parilease S.A.S. and Heli-One Leasing Inc.</li> </ul> <p>Each as modified by the Restructuring of Lease for Aircraft MSN No. 31485, dated as of December 23, 2016, between Parilease S.A.S. and CHC Helicopters (Barbados) SRL, with each of Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, CHC Helicopter S.A., Heliworld Leasing Limited, CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd. acceding thereto by executing and delivering the signature pages thereto</p>
8	31511	<ul style="list-style-type: none"> <li>Aircraft Lease Agreement dated December 20, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>Aircraft Lease General Terms Agreement dated June 5, 2008 between CHC Helicopters (Barbados) Limited and CHC Helicopters Netherlands B.V.</li> <li>Aircraft Specific Lease Agreement dated December 20, 2013 between CHC Helicopters (Barbados) Limited and CHC Helicopters Netherlands B.V.</li> <li>Guarantee and Indemnity dated December 20, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>Assignment of Insurances dated December 20, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>Assignment of Sub-Lease dated December 20, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
9	31551	<ul style="list-style-type: none"> <li>Aircraft Lease Agreement dated December 9, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>Aircraft Lease General Terms Agreement dated October 30, 2014 between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>Aircraft Specific Lease Agreement dated December 9, 2014 between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>Aircraft Lease General Terms Agreement dated August 29, 2008</li> </ul>

Row	MSN	Agreement[s]
		<p>between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</p> <ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated December 3, 2014 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated December 9, 2014 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated December 9, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated December 9, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated December 9, 2014 between Capital Aviation Services B.V. and CHC Helicopters (Barbados) SRL</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
10	31552	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated July 18, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated October 30, 2014 between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated December 16, 2014 between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated August 29, 2008 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated November 19, 2014 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated October 24, 2014 between CHC Group Ltd. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 24, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated October 24, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> </ul>

Row	MSN	Agreement[s]
		Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381
11	41311	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated November 16, 2012 between Heliworld Leasing Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated November 16, 2012 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated November 16, 2012 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Lease General Terms Agreement dated November 28, 2012 between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated June 11, 2015 between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Guarantee and Indemnity dated January 12, 2016 between CHC Group Ltd. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated November 16, 2012 between Heliworld Leasing Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated November 16, 2012 between Heliworld Leasing Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated November 16, 2012 between CHC Helicopter Australia Pty. Ltd. and Heliworld Leasing Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
12	41319	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 21, 2012 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Specific Lease Agreement dated October 11, 2016 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Specific Lease Agreement dated October 11, 2016 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated October 11, 2016 between</li> </ul>

Row	MSN	Agreement[s]
		<p>CHC Helicopters Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</p> <ul style="list-style-type: none"> <li>• Guarantee and Indemnity dated December 21, 2012 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated December 21, 2012 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
13	760537	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lobo Leasing SPV A Limited with Respect to Aircraft with Manufacturer's Serial Numbers 31030, 920057, 920241, 920250, 760537 and 760570, and (ii) Enter into and Perform Under Settlement Agreements with Lobo Leasing SPV A Limited with Respect to Aircraft With Manufacturer's Serial Numbers 31540, 760546, and 760561</i>, filed on December 23, 2016, at Docket No. 1412, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-5 to the motion:</p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of January 17, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Lease Schedule No. 1, dated as of April 9, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Aircraft Lease General Terms Agreement, dated as of September 15, 2008, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement, dated as of April 9, 2014, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement, dated as of August 19, 2008, between CHC Helicopters (Barbados) SRL and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Amendment and Restatement Agreement to Aircraft Specific Lease Agreement, dated a day in September 2014 (and effective as of August 1, 2014), between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>
14	760570	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of</i></p>

Row	MSN	Agreement[s]
		<p><i>Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lobo Leasing SPV A Limited with Respect to Aircraft with Manufacturer's Serial Numbers 31030, 920057, 920241, 920250, 760537 and 760570, and (ii) Enter into and Perform Under Settlement Agreements with Lobo Leasing SPV A Limited with Respect to Aircraft With Manufacturer's Serial Numbers 31540, 760546, and 760561, filed on December 23, 2016, at Docket No. 1412, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-6 to the motion:</i></p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of January 17, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Lease Schedule No. 1, dated as of April 9, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Aircraft Lease General Terms Agreement, dated as of September 15, 2008, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement, dated as of April 9, 2014, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement, dated as of August 19, 2008, between CHC Helicopters (Barbados) SRL and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Amendment and Restatement Agreement to Aircraft Specific Lease Agreement, dated as of August 1, 2014, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>
15	760642	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated October 26, 2012 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 15, 2008 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated October 26, 2012 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated August 29, 2008 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated June 21, 2007 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated October 26, 2012 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> </ul>

Row	MSN	Agreement[s]
		<ul style="list-style-type: none"> <li>• Assignment of Insurances dated October 26, 2012 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated October 26, 2012 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated October 26, 2012 between Capital Aviation Services B.V. and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
16	760657	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 15, 2008 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated September 27, 2005 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated October 30, 2013 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated October 30, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated October 30, 2013 between Capital Aviation Services B.V. and CHC Helicopters (Barbados) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing</p>

Row	MSN	Agreement[s]
		Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381
17	760658	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 15, 2008 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated September 27, 2005 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated October 30, 2013 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated October 30, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated October 30, 2013 between Capital Aviation Services B.V. and CHC Helicopters (Barbados) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
18	760689	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated June 25, 2014 between Wilmington Trust SP Services (Dublin) Limited and CHC Helicopters (Barbados) Limited</li> <li>• Aircraft Specific Lease Agreement dated January 31, 2013 between CHC Helicopters (Barbados) Limited and CHC Global Operations International ULC</li> <li>• Guarantee and Indemnity dated June 25, 2014 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated June 25, 2014 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services</li> </ul>



Row	MSN	Agreement[s]
		<p>(Dublin) Limited</p> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
19	760691	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated January 31, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 14, 2008 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Specific Lease Agreement dated January 31, 2013 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Lease General Terms Agreement dated February 8, 2007 between Heliworld Leasing Limited and Thai Aviation Services Limited</li> <li>• Aircraft Specific Lease Agreement dated December 20, 2011 between Heliworld Leasing Limited and Thai Aviation Services Limited</li> <li>• Guarantee and Indemnity dated January 31, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated January 31, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated January 31, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated January 31, 2013 Heliworld Leasing Limited and CHC Helicopters (Barbados) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
20	760693	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 14, 2008 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Specific Lease Agreement dated October 30, 2013 between</li> </ul>

Row	MSN	Agreement[s]
		<p>CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</p> <ul style="list-style-type: none"> <li>• Aircraft Lease General Terms Agreement dated February 8, 2007 between Heliworld Leasing Limited and Thai Aviation Services Limited</li> <li>• Aircraft Specific Lease Agreement dated May 14, 2010 between Heliworld Leasing Limited and Thai Aviation Services Limited</li> <li>• Guarantee and Indemnity dated October 30, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated October 30, 2013 Heliworld Leasing Limited and CHC Helicopters (Barbados) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
21	760724	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 14, 2008 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Specific Lease Agreement dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited</li> <li>• Aircraft Lease General Terms Agreement dated February 8, 2007 between Heliworld Leasing Limited and Thai Aviation Services Limited</li> <li>• Aircraft Specific Lease Agreement dated January 16, 2009 between Heliworld Leasing Limited and Thai Aviation Services Limited</li> <li>• Guarantee and Indemnity dated October 30, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Lease dated October 30, 2013 between CHC Helicopters (Barbados) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sub-Sublease dated October 30, 2013 Heliworld</li> </ul>

Row	MSN	Agreement[s]
		<p>Leasing Limited and CHC Helicopters (Barbados) Limited</p> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
22	920013	<ul style="list-style-type: none"> <li>• Hire Purchase Agreement dated April 29, 2013 between GE Capital Equipment Finance Limited and CHC Helicopters (Barbados) Limited</li> <li>• Aircraft Lease General Terms Agreement dated June 20, 2008 between CHC Helicopters (Barbados) Limited and CHC Helikopter Service AS</li> <li>• Aircraft Specific Lease Agreement dated April 29, 2013 between CHC Helicopters (Barbados) Limited and CHC Helikopter Service AS</li> <li>• Guarantee and Indemnity dated April 29, 2013 between CHC Helicopter S.A. and GE Capital Equipment Finance Ltd.</li> <li>• Assignment of Insurances dated April 29, 2013 between GE Capital Equipment Finance Ltd. and CHC Helikopter Service AS</li> <li>• Security Assignment dated April 29, 2013 between GE Capital Equipment Finance Ltd. and CHC Helicopters (Barbados) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
23	920018	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to Enter into and Perform Under a Restructuring Lease Term Sheet with Skandinaviska Enskilda Banken AB (PUBL) with Respect to Aircraft with Manufacturers Serial Number 920018</i>, filed on December 23, 2016, at Docket No. 1404, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C to the motion:</p> <ul style="list-style-type: none"> <li>• Amended and Restated Lease Agreement, dated as of December 30, 2015, between CHC Helicopters (Barbados) SRL and Skandinaviska Enskilda Banken AB (Publ)</li> <li>• On Demand Guarantee, dated as of December 30, 2015, by CHC Group Ltd.</li> <li>• Amended and Restated Guarantee, dated as of December 30, 2015, by CHC Helicopter S.A.</li> </ul>

Row	MSN	Agreement[s]
		<ul style="list-style-type: none"> <li>• Amended and Restated Guarantee, dated as of December 30, 2015, by 6922767 Holding S.à.r.l.</li> <li>• Guarantee Confirmation, dated as of January 28, 2015, by CHC Helicopter S.A., as guarantor</li> <li>• Guarantee Confirmation, dated as of January 28, 2015, by 6922767 Holding S.à.r.l., as guarantor</li> <li>• Aircraft Lease General Terms Agreement, dated as of June 20, 2008, between CHC Helicopters (Barbados) SRL, as lessor, and CHC Helikopter Service AS</li> <li>• Aircraft Specific Lease Agreement, dated as of July 31, 2013, between CHC Helicopters (Barbados) SRL, as lessor, and CHC Helikopter Service AS, as lessee</li> <li>• Tripartite Agreement (Agreement and consent to sublease), dated as of January 28, 2015, between CHC Helicopters (Barbados) SRL, Skandinaviska Enskilda Banken AB (Publ), and CHC Helikopter Service AS, as sublessee</li> <li>• Junior Loan Agreement, dated as of July 31, 2013, between CHC Helicopters (Barbados) SRL, as lender, and Skandinaviska Enskilda Banken AB (Publ), as borrower</li> <li>• Proceeds Agreement, dated as of July 31, 2013, between CHC Helicopters (Barbados) SRL, as junior lender, lessee and remarketing agent, and Skandinaviska Enskilda Banken AB (Publ)</li> <li>• Remarketing Agreement, dated as of July 31, 2013, between CHC Helicopters (Barbados) SRL, as remarketing agent, and Skandinaviska Enskilda Banken AB (Publ)</li> <li>• Insurance Assignment, dated January 28, 2015, between CHC Helikopter Service AS, as assignor, and CHC Helicopters (Barbados) SRL, as assignee</li> <li>• Security Assignment, dated January 28, 2015, between CHC Helicopters (Barbados) SRL, as assignor, Skandinaviska Enskilda Banken AB (Publ), as assignee</li> <li>• Netting Agreement, dated as of July 31, 2013, between Skandinaviska Enskilda Banken AB (Publ), as owner and lessor, CHC Helicopters (Barbados) SRL, as option holder, seller, junior lender and lessee, and Heli-One Leasing (Norway) AS</li> <li>• Lease Document Novation Agreement, dated January 28, 2015, between Skandinaviska Enskilda Banken AB (Publ), as owner, and CHC Helicopters (Barbados) SRL, as lessee, junior lender and remarketing agent</li> </ul> <p>Each as modified by the Restructuring of Lease for Aircraft MSN No. 920018, dated as of December 22, 2016, between Skandinaviska Enskilda Banken AB (Publ) and CHC Helicopters (Barbados) SRL, with each of CHC Group Ltd., CHC Helicopter S.A., 6922767 Holding S.à.r.l. and CHC Helikopter Service AS acceding thereto by executing and delivering</p>

Row	MSN	Agreement[s]
		the signature pages thereto
24	920034	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lombard North Central PLC with Respect to Aircraft with Manufacturer's Serial Numbers 31155, 920034, and 920127 and (ii) Enter into and Perform Under Settlement Agreements with Lombard North Central PLC with Respect to Aircraft with Manufacturer's Serial Numbers 2707 and 760720</i>, filed on January 18, 2017 at Docket No. 1500 and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-2 to the motion:</p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule, dated 31 October 2007, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A.</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, CHC Helicopters (Barbados) SRL, Heliworld Leasing Limited, CHC Helicopter (Barbados) Limited and CHC Helicopter S.A.</li> <li>• Deed of Indemnity, dated 10 March 2011, between the Royal Bank of Scotland PLC and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 31 October 2007, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland PLC</li> <li>• Remarketing Agreement, dated 31 October 2007, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 31 October 2007, between Lombard North Central Plc, Heli-One Leasing ULC and The Royal Bank of Scotland PLC</li> <li>• Master Sub-lease Agreement, dated 23 January 2012, between Heli-One Leasing ULC and CHC Leasing (Ireland) Designated Activity Company</li> <li>• Residual Value Guarantee, dated 28 December 2006, between Sikorsky International Operations Inc., Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• RVG Side Letter, dated 31 October 2007, between Heli-One Leasing</li> </ul>

Row	MSN	Agreement[s]
		<p>ULC and Lombard North Central Plc</p> <ul style="list-style-type: none"> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited and CHC Helicopter S.A.</li> <li>• Deed of Subordination, dated 23 July 2013, between Heli-One Leasing ULC, Lombard North Central Plc, CHC Ireland Designated Activity Company and CHC Leasing (Ireland) Designated Activity Company</li> <li>• Aircraft Lease General Terms Agreement No. 9992 dated 12 June 2013, between CHC Ireland Designated Activity Company and CHC Leasing (Ireland) Designated Activity Company</li> <li>• Aircraft Specific Lease Agreement No. 9992-201, dated 23 July 2013, between CHC Ireland Designated Activity Company and CHC Leasing (Ireland) Designated Activity Company</li> <li>• Sub-Lessee Security Assignment, dated 23 July 2013, between CHC Leasing (Ireland) Designated Activity Company and Lombard North Central Plc</li> <li>• Assignment of Insurance, dated 23 July 2013, between CHC Ireland Designated Activity Company and CHC Leasing (Ireland) Designated Activity Company</li> <li>• Purchase Option Notice, dated 2 April 2015, to Lombard North Central Plc from Heli-One Leasing ULC</li> <li>• Purchase Agreement, dated 29 March 2016, between CHC Helicopters S.A., Heli-One Leasing ULC, Lombard North Central Plc, CHC Helicopter Holding (Cayman) Limited and The Royal Bank of Scotland PLC</li> <li>• Lease Extension, dated 29 March 2016, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> </ul>
25	920036	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated April 30, 2013 between Heliworld Leasing Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated November 16, 2012 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated April 30, 2013 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Lease General Terms Agreement dated November 16, 2012 between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated April 30, 2013 between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Guarantee and Indemnity dated April 30, 2013 between 6922767 Holding S.A R.L. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated April 30, 2013 between Heliworld Leasing Limited and Wilmington Trust SP Services (Dublin) Limited</li> </ul>

Row	MSN	Agreement[s]
		<ul style="list-style-type: none"> <li>Assignment of Sub-Lease dated April 30, 2013 between Heliworld Leasing Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>Assignment of Sub-Sublease dated November 16, 2012 between CHC Helicopter Australia Pty. Ltd. and Heliworld Leasing Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
26	920046	<ul style="list-style-type: none"> <li>Aircraft Lease Agreement dated July 28, 2011 between CHC Leasing (Ireland) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>Aircraft Specific Lease Agreement dated November 8, 2016 between CHC Leasing (Ireland) Limited and CHC Scotia Limited</li> <li>Guarantee and Indemnity dated January 12, 2016 between CHC Group Ltd. and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
27	920057	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lobo Leasing SPV A Limited with Respect to Aircraft with Manufacturer's Serial Numbers 31030, 920057, 920241, 920250, 760537 and 760570, and (ii) Enter into and Perform Under Settlement Agreements with Lobo Leasing SPV A Limited with Respect to Aircraft With Manufacturer's Serial Numbers 31540, 760546, and 760561</i>, filed on December 23, 2016, at Docket No. 1412, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-2 to the motion:</p> <ul style="list-style-type: none"> <li>Master Lease Facility Agreement, dated as of January 17, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited, but only in so far as it relates to msn 920057 and not any other aircraft</li> <li>Lease Schedule No. 1, dated as of January 31, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>Aircraft Lease General Terms Agreement, dated as of October 30, 2014, between CHC Helicopters (Barbados) SRL and CHC Scotia</li> </ul>

Row	MSN	Agreement[s]
		<p>Limited, but only in so far as it relates to msn 920057 and not any other aircraft</p> <ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement, dated as of September 26, 2016, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> </ul>
28	920058	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated July 28, 2011 between CHC Leasing (Ireland) Limited and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated October 21, 2010 between CHC Leasing (Ireland) Limited and CHC Scotia Limited.</li> <li>• Aircraft Specific Lease Agreement dated December 14, 2012 between CHC Leasing (Ireland) Limited and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated January 12, 2016 between CHC Group Ltd. and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
29	920060	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated January 27, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Aircraft Lease General Terms Agreement dated June 20, 2008 between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> <li>• Aircraft Specific Lease Agreement dated January 17, 2014 between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> <li>• Guarantee and Indemnity dated October 27, 2014 between CHC Group Ltd. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 27, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sublease dated October 27, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
30	920098	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 23, 2013 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> </ul>



Row	MSN	Agreement[s]
		<ul style="list-style-type: none"> <li>• Aircraft Lease General Terms Agreement dated June 20, 2008 between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> <li>• Aircraft Specific Lease Agreement dated December 23, 2013 between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> <li>• Guarantee and Indemnity dated October 27, 2014 between CHC Group Ltd. and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Insurances dated October 27, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> <li>• Assignment of Sublease dated October 27, 2014 between CHC Helicopters (Barbados) SRL and Wilmington Trust SP Services (Dublin) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
31	920127	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lombard North Central PLC with Respect to Aircraft with Manufacturer's Serial Numbers 31155, 920034, and 920127 and (ii) Enter into and Perform Under Settlement Agreements with Lombard North Central PLC with Respect to Aircraft with Manufacturer's Serial Numbers 2707 and 760720</i>, filed on January 18, 2017 at Docket No. 1500, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-3 to the motion:</p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Agreement, dated 12 August 2010, between CHC Helicopters (Barbados) Limited and Lombard North Central Plc</li> <li>• Short Form Lease Agreement, dated 12 August 2010, between CHC Helicopters (Barbados) Limited and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A.</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank</li> </ul>

Row	MSN	Agreement[s]
		<p>of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL, CHC Helicopters (Barbados) Ltd., Heliworld Leasing Limited and CHC Helicopter S.A.</p> <ul style="list-style-type: none"> <li>• Junior Loan Agreement, dated 12 August 2010, between CHC Helicopters (Barbados) Limited (as lender) and The Royal Bank of Scotland PLC</li> <li>• Remarketing Agreement, dated 12 August 2010, between Lombard North Central Plc and CHC Helicopters (Barbados) Limited</li> <li>• Deed of Application of Proceeds, dated 18 August 2010 between Lombard North Central Plc, CHC Helicopters (Barbados) Limited and The Royal Bank of Scotland Plc</li> <li>• Security Assignment, dated 24 December 2015, between CHC Helicopters (Barbados) Limited and Lombard North Central Plc</li> <li>• Residual Value Guarantee, dated 30 June 2010, between Sikorsky International Operations, Inc., CHC Helicopters (Barbados) Limited and Lombard North Central Plc</li> <li>• RVG Side Letter, dated, on or about, August 9, 2010 between CHC Helicopters (Barbados) Limited and Lombard North Central Plc</li> <li>• Assignment of Insurances, dated 24 December 2015, between CHC Helicopters Canada Inc. and CHC Helicopters (Barbados) Limited</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited and CHC Helicopter S.A</li> <li>• Aircraft Lease General Terms Agreement No. 5919, dated 21 August 2015, between CHC Helicopters (Barbados) Limited and CHC Helicopters Canada Inc.</li> <li>• Aircraft Specific Lease Agreement, dated 21 August 2015, between CHC Helicopters (Barbados) Limited and CHC Helicopters Canada Inc.</li> <li>• Short Form Lease Agreement, dated 21 August 2015, between CHC Helicopters (Barbados) Limited and CHC Helicopters Canada Inc.</li> <li>• Sublessee and Operator Deed of Subordination, dated 24 December 2015, between CHC Helicopters (Barbados) Limited, Lombard North Central Plc and CHC Helicopters Canada Inc.</li> </ul>
32	920132	<ul style="list-style-type: none"> <li>• Aircraft Lease General Terms Agreement dated June 20, 2008 between CHC Helicopters (Barbados) Limited and CHC Helicopter Service AS</li> <li>• Aircraft Specific Lease Agreement dated September 9, 2010 between CHC Helicopters (Barbados) Limited and CHC Helicopter Service AS</li> <li>• Hire Purchase Agreement dated August 25, 2010 between GE European Equipment Finance (Aircraft No.2) Limited and CHC Helicopters (Barbados) Limited</li> <li>• Guarantee and Indemnity dated July 29, 2010 between CHC</li> </ul>

Row	MSN	Agreement[s]
		<p>Helicopter S.A R.L. and GE European Equipment Finance (Aircraft No.2) Limited</p> <ul style="list-style-type: none"> <li>• Residual Value Guarantee Agreement dated August 25, 2010 between Sikorsky International Operations, Inc., GE European Equipment Finance (Aircraft No.2) Limited and CHC Helicopters (Barbados) Limited</li> <li>• Security Assignment dated August 25, 2010 between GE European Equipment Finance (Aircraft No.2) Limited and CHC Helicopters (Barbados) Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
<a href="#"><u>33</u></a>	<a href="#"><u>920150</u></a>	<ul style="list-style-type: none"> <li>• <a href="#"><u>Lease Agreement, dated as of December 20, 2011, between SE Helicopter (12) LLC and CHC Leasing (Ireland) Limited, as the same has been or may from time to time be supplemented, modified or amended.</u></a></li> <li>• <a href="#"><u>Lease Supplement No. 1, dated as of December 20, 2011, between SE Helicopter (12) LLC and CHC Leasing (Ireland) Limited, as the same has been or may from time to time be supplemented, modified or amended.</u></a></li> <li>• <a href="#"><u>Participation Agreement, dated as of December 20, 2011, among CHC Leasing (Ireland) Limited, CHC Helicopter S.A., Lloyd Off-Shore Helicopters Pty. Ltd., Heli-One Leasing Inc., CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, 6922767 Holding S.à.r.l., Wells Fargo Delaware Trust Company, N.A., Export Development Canada, Export-Import Bank of the United States, and the other parties thereto, as the same has been or may from time to time be supplemented, modified or amended.</u></a></li> <li>• <a href="#"><u>SPV Guarantee Agreement, dated as of December 20, 2011, by and among CHC Helicopters S.A., Lloyd Off-Shore Helicopters Pty. Ltd., Heli-One Leasing Inc., CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, 6922767 Holdings S.à.r.l., Wilmington Trust Company, Export Development Canada and Export-Import Bank of the United States, as the same has been or may from time to time be supplemented, modified or amended.</u></a></li> <li>• <a href="#"><u>Aircraft Specific Lease Agreement, dated as of December 20, 2011, between CHC Leasing (Ireland) Limited and CHC Ireland Limited, as the same has been or may from time to time be supplemented, modified or amended.</u></a></li> <li>• <a href="#"><u>Aircraft Lease General Terms Agreement, dated as of December 20, 2011, between CHC Leasing (Ireland) Limited and CHC Ireland</u></a></li> </ul>

Row	MSN	Agreement[s]
		<p><u>Limited, but only in so far as it relates to msn 920150 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</u></p> <p><u>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and SE Helicopter (12) LLC Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of [ ], 2017 [Docket No. ]</u></p>
34 3 3	920183	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated November 21, 2012 between CHC Helicopters (Barbados) Limited and Milestone Export Leasing Limited</li> <li>• Aircraft Lease General Terms Agreement dated September 15, 2008 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated March 4, 2013 between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated August 29, 2008 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated March 4, 2013 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated November 21, 2012 between 6922767 Holding S.A R.L. and Milestone Export Leasing Limited</li> <li>• Assignment of Insurances dated March 1, 2013 between CHC Helicopters (Barbados) Limited and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sub-Lease dated April 4, 2013 between CHC Helicopters (Barbados) Limited and Milestone Export Leasing Limited</li> <li>• Assignment of Sub-Sublease dated April 4, 2013 between Capital Aviation Services B.V. and Milestone Export Leasing Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
35 3 4	920185	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated November 16, 2012 between CHC Helicopters (Barbados) Limited and Milestone Export Leasing Limited</li> <li>• Aircraft Lease General Terms Agreement dated December 19, 2011 between CHC Helicopters (Barbados) Limited and SRL and CHC Scotia Limited</li> <li>• Aircraft Specific Lease Agreement dated April 3, 2013 between CHC Helicopters (Barbados) Limited and CHC Scotia Limited</li> </ul>

Row	MSN	Agreement[s]
		<ul style="list-style-type: none"> <li>Guarantee and Indemnity dated November 16, 2012 between 6922767 Holding S.A R.L. and Milestone Export Leasing Limited</li> <li>Assignment of Sublease dated April 4, 2013 between CHC Helicopters (Barbados) Limited and Milestone Export Leasing Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, approved by the Bankruptcy Court on December 20, 2016 at Docket No. 1381</p>
<a href="#">36</a> 3 5	920186	<ul style="list-style-type: none"> <li>Aircraft Lease Agreement dated December 4, 2012 between CHC Helicopters (Barbados) Limited and Milestone Export Leasing Limited</li> <li>Aircraft Lease General Terms Agreement dated June 20, 2008 between CHC Helicopters (Barbados) Limited and CHC Helicopter Service AS</li> <li>Aircraft Specific Lease Agreement dated April 3, 2013 between CHC Helicopters (Barbados) Limited and CHC Helicopter Service AS</li> <li>Guarantee and Indemnity dated December 4, 2012 between 6922767 Holding S.A R.L. and Milestone Export Leasing Limited</li> <li>Assignment of Insurances dated April 3, 2013 between CHC Helicopters (Barbados) Limited and Wells Fargo Bank Northwest, National Association</li> <li>Assignment of Sublease dated April 3, 2013 between CHC Helicopters (Barbados) Limited and Milestone Export Leasing Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016</p>
<a href="#">37</a> 3 6	920190	<ul style="list-style-type: none"> <li>Aircraft Lease Agreement dated April 25, 2013 between CHC Helicopters (Barbados) Limited and Wells Fargo Bank Northwest, National Association</li> <li>Aircraft Lease General Terms Agreement dated December 19, 2011 between CHC Helicopters (Barbados) Limited and SRL and CHC Scotia Limited</li> <li>Aircraft Specific Lease Agreement dated May 17, 2013 between CHC Helicopters (Barbados) Limited and CHC Scotia Limited</li> <li>Guarantee and Indemnity dated April 25, 2013 between 6922767 Holding S.A R.L. and Wells Fargo Bank Northwest, National Association</li> <li>Assignment of Insurances dated May 17, 2013 between CHC Helicopters (Barbados) Limited and Wells Fargo Bank Northwest, National Association</li> <li>Assignment of Sublease dated May 17, 2013 between CHC</li> </ul>

Row	MSN	Agreement[s]
		<p>Helicopters (Barbados) Limited and Wells Fargo Bank Northwest, National Association</p> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016</p>
38 37	920198	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 5, 2013 between Heliworld Leasing Limited and Wells Fargo Bank Northwest, National Association</li> <li>• Aircraft Lease General Terms Agreement dated November 16, 2012 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated December 12, 2013 between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd.</li> <li>• Aircraft Lease General Terms Agreement dated November 16, 2012 between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Aircraft Specific Lease Agreement dated December 12, 2013 between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd.</li> <li>• Guarantee and Indemnity dated December 5, 2013 between 6922767 Holding S.A R.L. and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Insurances dated December 12, 2013 between Heliworld Leasing Limited and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sub-Lease dated December 12, 2013 between Heliworld Leasing Limited and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sub-Sublease dated December 12, 2013 between CHC Helicopter Australia Pty. Ltd. and Heliworld Leasing Limited</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016</p>
39 38	920216	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated February 21, 2014 between Heli-One Canada ULC and Wells Fargo Bank Northwest, National Association</li> <li>• Aircraft Specific Lease Agreement dated June 10, 2016 between Heli-One Canada ULC and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated January 12, 2016 between CHC Group Ltd. and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Insurances dated May 6, 2014 between Heli-One Canada ULC and Wells Fargo Bank Northwest, National Association</li> </ul>

Row	MSN	Agreement[s]
		Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016
<a href="#">40</a> 39	920229	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated June 6, 2014 between Heli-One Canada ULC and Wells Fargo Bank Northwest, National Association</li> <li>• Aircraft Specific Lease Agreement dated June 10, 2016 between Heli-One Canada ULC and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated January 12, 2016 between CHC Group Ltd. and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Insurances dated July 29, 2014 between Heli-One Canada ULC and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sub-Lease dated July 29, 2014 between Heli-One Canada ULC and Wells Fargo Bank Northwest, National Association</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016</p>
<a href="#">41</a> 40	920237	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 4, 2014 between CHC Helicopters (Barbados) SRL and Wells Fargo Bank Northwest, National Association</li> <li>• Aircraft Lease General Terms Agreement dated October 30, 2014 between CHC Helicopters (Barbados) SRL and SRL and CHC Scotia Limited</li> <li>• Aircraft Specific Lease Agreement dated December 22, 2014 between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> <li>• Guarantee and Indemnity dated December 4, 2014 between 6922767 Holding S.A R.L. and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Insurances dated December 4, 2014 between CHC Helicopters (Barbados) SRL and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sublease dated December 4, 2014 between CHC Helicopters (Barbados) SRL and Wells Fargo Bank Northwest, National Association</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016</p>
<a href="#">42</a> 41	920241	Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with</i>



Row	MSN	Agreement[s]
		<p><i>Lobo Leasing SPV A Limited with Respect to Aircraft with Manufacturer's Serial Numbers 31030, 920057, 920241, 920250, 760537 and 760570, and (ii) Enter into and Perform Under Settlement Agreements with Lobo Leasing SPV A Limited with Respect to Aircraft With Manufacturer's Serial Numbers 31540, 760546, and 760561, filed on December 23, 2016, at Docket No. 1412, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-3 to the motion:</i></p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of January 17, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Lease Schedule No. 1, dated as of October 8, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Aircraft Lease General Terms Agreement, dated as of December 19, 2011, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> <li>• Aircraft Specific Lease Agreement, dated as of October 8, 2014, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> </ul>
<a href="#">43</a> <del>4</del> <del>2</del>	920245	<ul style="list-style-type: none"> <li>• Aircraft Lease Agreement dated December 31, 2014 between CHC Helicopters (Barbados) SRL and Wells Fargo Bank Northwest, National Association</li> <li>• Aircraft Lease General Terms Agreement dated October 30, 2014 between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated June 9, 2015 between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Lease General Terms Agreement dated August 29, 2008 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Aircraft Specific Lease Agreement dated June 9, 2015 between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> <li>• Guarantee and Indemnity dated July 3, 2015 between CHC Group Limited and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Insurances dated June 10, 2015 between CHC Helicopters (Barbados) SRL and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sub-Lease dated June 10, 2015 between CHC Helicopters (Barbados) SRL and Wells Fargo Bank Northwest, National Association</li> <li>• Assignment of Sub-Sublease dated June 10, 2015 between Capital Aviation Services B.V. and CHC Helicopters (Barbados) SRL</li> </ul> <p>Each as modified by the Term Sheet Between CHC Group Ltd., as debtor</p>



Row	MSN	Agreement[s]
		and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016
<u>44</u> 4 3	920250	<p>Subject to the approval of the <i>Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter into and Perform Under Restructuring Lease Term Sheets with Lobo Leasing SPV A Limited with Respect to Aircraft with Manufacturer's Serial Numbers 31030, 920057, 920241, 920250, 760537 and 760570, and (ii) Enter into and Perform Under Settlement Agreements with Lobo Leasing SPV A Limited with Respect to Aircraft With Manufacturer's Serial Numbers 31540, 760546, and 760561</i>, filed on December 23, 2016, at Docket No. 1412, and entry of the related order, the following agreements, each as amended by the term sheet attached as exhibit C-4 to the motion:</p> <ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of January 17, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Lease Schedule No. 1, dated as of December 16, 2014, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited</li> <li>• Aircraft Lease General Terms Agreement, dated as of October 30, 2014, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> <li>• Aircraft Specific Lease Agreement, dated as of March 20, 2015, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> </ul>

Owned Aircraft

Row	MSN	Agreement[s]	Proposed Cure Amount
<a href="#">45</a> 4 4	834	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated July 15, 2014, between CHC Helicopters Australia Pty. and Lloyd Helicopters Pty. Ltd.</li> </ul>	
<a href="#">46</a> 4 5	2058	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated February 26, 2009 between CHC Helicopters (Barbados) Ltd. and Capital Aviation Services B.V.</li> <li>Aircraft Specific Lease Agreement dated February 26, 2009, between Capital Aviation Services B.V. and CHC Helicopter Australia Pty</li> <li>Aircraft Specific Lease Agreement dated February 26, 2009, between CHC Helicopter Australia Pty and Lloyd Helicopters Pty. Ltd.</li> </ul>	
<a href="#">47</a> 4 6	2074	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated February 24, 2014, between Heli-One Leasing (Norway) AS and Capital Aviation Services B.V.</li> <li>Aircraft Specific Lease Agreement dated February 24, 2014, between Capital Aviation Services B.V. and CHC Global Operations International ULC</li> </ul>	
<a href="#">48</a> 4 7	2075	Aircraft Specific Lease Agreement dated December 16, 2013, between CHC Helicopters (Barbados) Ltd. and CHC Scotia Limited	
<a href="#">49</a> 4 8	2113	Aircraft Specific Lease Agreement dated May 1, 2005, between Heli-One Leasing (Norway) AS and CHC Helikopter Service AS	
<a href="#">50</a> 4 9	2347	Aircraft Specific Lease Agreement dated October 31, 2013, between Heli-One Leasing (Norway) AS and CHC Helikopter Service AS	
<a href="#">51</a> 5 0	2381	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated February 17, 2011, between Heliworld Leasing Limited and CHC Helicopters Australia Pty.</li> <li>Aircraft Specific Lease Agreement dated January 31, 2011, between CHC Helicopters Australia Pty. And Lloyd Helicopters Pty. Ltd.</li> </ul>	
<a href="#">52</a> 5 1	2396	Aircraft Specific Lease Agreement dated October 30, 2014, between Heli-One Leasing (Norway) AS and CHC Helikopter Service AS	
<a href="#">53</a> 5 2	2484	Aircraft Specific Lease Agreement dated February 28, 2006, between Heliworld Leasing Limited and CHC Scotia Limited	
<a href="#">54</a> 5 3	2493	Aircraft Specific Lease Agreement dated January 31, 2014, between Heliworld Leasing Limited and CHC Helikopter Service AS	

<a href="#"><u>55</u></a> <del>5</del> <del>4</del>	<b>2675</b>	Aircraft Specific Lease Agreement dated July 7, 2015, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited	
<a href="#"><u>56</u></a> <del>5</del> <del>5</del>	<b>2930</b>	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated June 15, 2015, between CHC Helicopter Holding (Cayman) Limited and CHC Helicopters (Barbados) SRL</li> <li>Aircraft Specific Lease Agreement dated June 15, 2015, between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> </ul>	
<a href="#"><u>57</u></a> <del>5</del> <del>6</del>	<b>6846</b>	Aircraft Specific Lease Agreement dated July 15, 2014, between CHC Helicopter Australia Pty. and Lloyd Helicopters Pty. Ltd.	
<a href="#"><u>58</u></a> <del>5</del> <del>7</del>	<b>9009</b>	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated October 28, 2015 between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>Aircraft Specific Lease Agreement dated October 28, 2015 between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> </ul>	
<a href="#"><u>59</u></a> <del>5</del> <del>8</del>	<b>9203</b>	Aircraft Specific Lease Agreement dated March 21, 2014, between CHC Helicopter Australia Pty. and Lloyd Helicopters Pty. Ltd.	
<a href="#"><u>60</u></a> <del>5</del> <del>9</del>	<b>9235</b>	Aircraft Specific Lease Agreement dated July 15, 2014, between CHC Helicopter Australia Pty. and Lloyd Helicopters Pty. Ltd.	
<a href="#"><u>61</u></a> <del>6</del> <del>0</del>	<b>31072</b>	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated March 1, 2016 between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>Aircraft Specific Lease Agreement dated March 1, 2016 between CHC Helicopters (Barbados) SRL and CHC Global Operations Canada (2008)</li> </ul>	
<a href="#"><u>62</u></a> <del>6</del> <del>1</del>	<b>31099</b>	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated October 28, 2015 between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>Aircraft Specific Lease Agreement dated October 28, 2015 between CHC Helicopters (Barbados) SRL and CHC Helicopters Netherlands B.V.</li> </ul>	
<a href="#"><u>63</u></a> <del>6</del> <del>2</del>	<b>31561</b>	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated January 27, 2016 between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>Aircraft Specific Lease Agreement dated January 27, 2016 between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> </ul>	

<a href="#"><u>64</u></a>	<del>6</del> <del>3</del>	<b>31610</b>	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated January 27, 2016 between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>Aircraft Specific Lease Agreement dated January 27, 2016 between CHC Helicopters (Barbados) SRL and CHC Scotia Limited</li> </ul>	
<a href="#"><u>65</u></a>	<del>6</del> <del>4</del>	<b>36419</b>	Aircraft Specific Lease Agreement dated July 14, 2014, between CHC Helicopter Australia Pty. and Lloyd Helicopters Pty. Ltd.	
<a href="#"><u>66</u></a>	<del>6</del> <del>5</del>	<b>760466</b>	Aircraft Specific Lease Agreement dated September 12, 2016 between CHC Helicopters (Barbados) Limited and CHC Global Operations Canada (2008) ULC	
<a href="#"><u>67</u></a>	<del>6</del> <del>6</del>	<b>760468</b>	Aircraft Operating Agreement dated July 9, 2013, between CHC Helicopters (Barbados) Limited and CHC Global Operations Canada (2008) Inc.	
<a href="#"><u>68</u></a>	<del>6</del> <del>7</del>	<b>760490</b>	Aircraft Specific Lease Agreement dated October 5, 2009, between CHC Helicopters (Barbados) Limited and CHC Global Operations Canada (2008) ULC	
<a href="#"><u>69</u></a>	<del>6</del> <del>8</del>	<b>760547</b>	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated August 1, 2009, between Trinity Helicopters Limited and Heli-One Leasing ULC</li> <li>Aircraft Specific Lease Agreement dated April 11, 2016, between Heli-One Leasing ULC and CHC Global Operations International ULC</li> </ul>	
<a href="#"><u>70</u></a>	<del>6</del> <del>9</del>	<b>760548</b>	<ul style="list-style-type: none"> <li>Aircraft Specific Lease Agreement dated October 10, 2012, between Trinity Helicopters Limited and Heli-One Leasing ULC</li> <li>Aircraft Specific Lease Agreement dated March 23, 2016, between Heli-One Leasing ULC and CHC Global Operations International ULC</li> </ul>	
<a href="#"><u>71</u></a>	<del>7</del> <del>0</del>	<b>760572</b>	Aircraft Specific Lease Agreement dated February 4, 2009, between CHC Helicopters (Barbados) Limited and CHC Global Operations Canada (2008) ULC	
<a href="#"><u>72</u></a>	<del>7</del> <del>1</del>	<b>760574</b>	Aircraft Specific Lease Agreement dated September 3, 2013, between Capital Aviation Services and CHC Global Operations Canada (2008) ULC	
<a href="#"><u>73</u></a>	<del>7</del> <del>2</del>	<b>760575</b>	Aircraft Specific Lease Agreement dated September 12, 2016, between CHC Helicopters (Barbados) Limited and CHC Global Operations Canada (2008) ULC	
<a href="#"><u>74</u></a>	<del>7</del> <del>3</del>	<b>760589</b>	Aircraft Specific Lease Agreement dated September 4, 2013 between CHC Helicopters (Barbados) Limited and CHC Global Operations Canada (2008) ULC	
<a href="#"><u>75</u></a>	<del>7</del> <del>4</del>	<b>760593</b>	Aircraft Specific Lease Agreement dated April 25, 2016, between CHC Helicopters (Barbados) Limited and CHC Global Operations International ULC	

<a href="#"><u>76</u></a> <sup>7</sup> <sub>5</sub>	<b>760596</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated September 18, 2012, between Heli-One Leasing ULC and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated September 18, 2012, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
<a href="#"><u>77</u></a> <sup>7</sup> <sub>6</sub>	<b>760598</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated November 14, 2012, between Heli-One Leasing ULC and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated November 14, 2012, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
<a href="#"><u>78</u></a> <sup>7</sup> <sub>7</sub>	<b>760601</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated March 11, 2011, between Heli-One Leasing ULC and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated December 1, 2014, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
<a href="#"><u>79</u></a> <sup>7</sup> <sub>8</sub>	<b>760602</b>	Aircraft Specific Lease Agreement dated February 14, 2011, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.	
<a href="#"><u>80</u></a> <sup>7</sup> <sub>9</sub>	<b>760603</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated March 11, 2011, between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated December 1, 2014, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
<a href="#"><u>81</u></a> <sup>8</sup> <sub>0</sub>	<b>760625</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated December 1, 2015, between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated December 1, 2015, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated April 4, 2007, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
<a href="#"><u>82</u></a> <sup>8</sup> <sub>1</sub>	<b>760632</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated December 1, 2015, between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated December 1, 2015, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated April 30, 2007, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	

<a href="#"><u>83</u></a>	<b>760636</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated March 1, 2016, between CHC Cayman ABL Borrower Ltd. and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated March 1, 2016, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated April 20, 2007, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
<a href="#"><u>84</u></a>	<b>760670</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated July 6, 2015, between CHC Helicopters (Barbados) SRL and Capital Aviation Services B.V.</li> <li>• Aircraft Specific Lease Agreement dated January 10, 2008, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A.</li> </ul>	
<a href="#"><u>85</u></a>	<b>920045</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated March 31, 2016, between CHC Helicopter Holding (Cayman) Limited and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated March 31, 2016, between CHC Helicopters (Barbados) SRL and CHC Ireland Limited</li> </ul>	
<a href="#"><u>86</u></a>	<b>920253</b>	<ul style="list-style-type: none"> <li>• Aircraft Specific Lease Agreement dated March 11, 2015, between CHC Helicopter Holding (Cayman) Limited and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Specific Lease Agreement dated March 11, 2015, between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> </ul>	

**Exhibit D**

**Amended Schedule of Rejected Aircraft Leases**



## **Schedule of Rejected Aircraft Leases**

### **General Notes to Schedule of Rejected Aircraft Leases:**

1. Neither the exclusion nor the inclusion of a lease by the Debtors on this Schedule, nor anything contained herein, shall constitute an admission by the Debtors that any such lease is an unexpired lease or that any Debtor, or its respective affiliates, has any liability thereunder. In addition, out of an abundance of caution, the Debtors have listed certain leases on these schedules that have or may have either terminated or expired (or will terminate or expire) prior to the Confirmation Hearing pursuant to the terms of such leases or contracts. The Debtors reserve the right, on or prior to 4:00 p.m. (Central Time) on the Business Day immediately prior to the commencement of the Confirmation Hearing, to amend this schedule in order to add, delete or reclassify any unexpired lease, *provided, however*, that if the Confirmation Hearing is adjourned for a period of more than two (2) consecutive calendar days, the Debtors' right to amend this schedule shall be extended to 4:00 p.m. (Central Time) on the Business Day immediately prior to the adjourned date of the Confirmation Hearing, with such extension applying in the case of any and all subsequent adjournments of the Confirmation Hearing.
2. As a matter of administrative convenience, in many cases the Debtors have listed the original parties to the documents listed in this schedule without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not be named in these Schedules is not intended to change the treatment of such documents.
3. Although in most instances only certain agreements governing an aircraft lease are currently described herein for an aircraft lease that is being rejected, each other related operative document to which a Debtor is a party that is integral to such transaction (including, without limitation, any lessee consent to any leveraging transaction in connection with any lease) also will be deemed to be part of this schedule and shall be rejected if the related aircraft lease is rejected unless such operative document has otherwise specifically been assumed. In addition, and for the avoidance of doubt, any agreement relating to more than one aircraft, such as any master lease facility agreement or aircraft lease general terms agreement, that relates to a rejected lease of an aircraft that is listed on this schedule, shall be deemed to be part of this schedule solely as it relates to such aircraft but not as it relates to any other aircraft. References to any agreement to be rejected are to the applicable agreement and other operative documents, as may have been amended, modified or supplemented from time to time and as is in effect as of the date hereof.
4. Out of an abundance of caution, and for the avoidance of doubt, the Debtors also have listed certain leases in the Plan's schedules that they have previously assumed or rejected, and nothing herein is intended to change or alter the date of assumption or rejection or the terms of assumption or rejection of any previously assumed or rejected contract. Unless previously rejected pursuant to a Final Order of the Bankruptcy Court, the effective date for rejection for each of the unexpired leases relating to Aircraft Equipment that are listed

on this schedule shall be the Effective Date or such other date indicated in the notice delivered to the applicable parties in connection with such a rejection.

*Index to Schedule by Head Lessor*

Head Lessor	Row(s)
CHC Cayman ABL Borrower Ltd	19, 54-56, 74
Commonwealth Bank of Australia	4-5, 58
Element Capital Corp.	9-12, 47, 71, 84
ERA Leasing LLC	21
GE Capital Equipment Finance Ltd	17
HFSI One Limited	52
Leonardo Helicopter (4) LLC	63
Leonardo Helicopter (5) LLC	64
Leonardo Helicopter (6) LLC	65
Lobo Leasing SPV A Limited	66, 69, 70
Lombard North Central PLC	1-3, 7, 13, 23, 62, 75, 77, 78, 80, 83, 85, 86, 88
Macquarie Rotorcraft Leasing (Ireland) Limited	60, 87
Parilease S.A.S.	24, 25, 27-46, 57
Sandycove Aviation Ltd.	50
Sparebank 1 SR-Finans AS	15, 22, 26
Sparebanken Finans Nord-Norge AS	51
The Milestone Aviation Asset Holding Group No.1 Ltd	6, 14
The Milestone Aviation Asset Holding Group No. 8 Ltd	8, 16, 20, 72
The Milestone Aviation Asset Holding Group No. 20 Ltd	18
The Milestone Aviation Asset Holding Group No. 25 Ltd	48, 49, 53
Waypoint Asset Co 3 Limited	61, 67, 68, 91
Waypoint Asset Co 6 Limited	59, 81, 89
Waypoint Asset Co 8 Limited	82
Waypoint Asset Company Number 1 (Ireland) Limited	90
Waypoint Asset Company Number 2 (Ireland) Limited	76, 79

## Rejected Leases

Row	MSN	Agreement
1	2053	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule No. 40, dated 29 April 2008, between Heliworld Leasing Limited and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A. in favor of Lombard North Central Plc</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC , CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central PLC</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC , CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL, Heliworld Leasing Limited and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 29 April 2008, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland PLC.</li> <li>• Remarketing Agreement, dated 29 April 2008, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 29 April 2008, between Lombard North Central Plc, Heliworld Leasing Limited, Heli-One Leasing ULC and The Royal Bank of Scotland Plc</li> <li>• Deed of Indemnity, dated 10 March 2011, between CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland Plc, Export Development Canada , Lombard North Central Plc, Heli-One Leasing ULC , CHC Barbados, Heliworld Leasing Limited and CHC Helicopter S.A.</li> <li>• Lease Extension, dated 15 September 2016, between Heliworld Leasing Limited, Lombard North Central Plc and CHC Helicopter S.A.</li> <li>• Sublease Extension, dated 15 September 2016, between Heliworld Leasing Limited and CHC Helikopter Service AS</li> <li>• Aircraft Lease General Terms Agreement No. 6016, dated 20 December 2013, between Heliworld Leasing Limited and CHC Helikopter AS</li> <li>• Aircraft Specific Lease Agreement No. 6016-200, dated 20 December 2013, between Heliworld and CHC Helikopter AS</li> <li>• Deed of Subordination, dated 20 December 2013, between Heliworld Leasing Limited, Lombard North Central Plc and CHC Helikopter AS.</li> <li>• Security Assignment, dated 20 December 2013, between Lombard North Central Plc and Heliworld Leasing Limited</li> </ul>

Row	MSN	Agreement
		<ul style="list-style-type: none"> <li>• Assignment of Insurances, dated 20 December 2013, between Heliworld Leasing Limited and CHC Helikopter AS</li> </ul>
2	2067	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule No. 41, dated 29 April 2008, between CHC Helicopters (Barbados) SRL and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A. in favor of Lombard North Central Plc</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, Heliworld Leasing Limited, CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 29 April 2008 between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland Plc</li> <li>• Remarketing Agreement, dated 29 April 2008, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 29 April 2008, between Lombard North Central Plc, CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC and The Royal Bank of Scotland Plc</li> <li>• Deed of Indemnity, dated 10 March 2011, between CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland Plc, Export Development Canada, CHC Helicopters (Barbados) Limited, Heli-One Leasing ULC, Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL and CHC Helicopter S.A.</li> <li>• Lessee Security Assignment, dated 24 October 2014, between CHC Helicopters (Barbados) SRL and Lombard North Central Plc</li> <li>• Assignment of Insurances, dated 24 October 2014, between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> <li>• Sub-Lessee Deed of Subordination, dated 24 October 2014, from CHC Helikopter AS to CHC Helicopters (Barbados) SRL and Lombard North Central Plc</li> <li>• Aircraft Lease General Terms Agreement No. 5904-SRL, dated 24 October 2014, between CHC Helicopters (Barbados) SRL and CHC Helikopter AS</li> <li>• Aircraft Specific Lease Agreement No. 5904-SRL-1, dated 24</li> </ul>

Row	MSN	Agreement
		October 2014, between CHC Helicopters (Barbados) SRL and CHC Helikopter AS
3	2139	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule, dated 15 February 2008, between CHC Helicopters (Barbados) SRL and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A. in favor of Lombard North Central Plc</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland Plc, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, Heliworld Leasing Limited, CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 15 February 2008, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland Plc</li> <li>• Lease Extension Agreement, dated 5 November 2015, between CHC Helicopters (Barbados) SRL, Lombard North Central Plc and CHC Helicopter S.A.</li> <li>• Lease Extension Agreement No. 2, dated 5 February 2016 between CHC Helicopters (Barbados) SRL, Lombard North Central Plc and CHC Helicopter S.A.</li> <li>• Lease Extension Agreement No. 3, dated 26 February 2016, between CHC Helicopters (Barbados) SRL, Lombard North Central Plc and CHC Helicopter S.A.</li> <li>• Lease Extension and Settlement Agreement No.4, dated 26 April 2016 between CHC Helicopters (Barbados) SRL, Lombard North Central Plc and CHC Helicopter S.A.</li> <li>• Remarketing Agreement, dated 15 February 2008, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 15 February 2008, between Lombard North Central Plc, the CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC and The Royal Bank of Scotland Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland Plc, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, Heliworld Leasing Limited, CHC Helicopters (Barbados) Limited and CHC Helicopter S.A.</li> <li>• Security Assignment, dated 16 September 2016, between the CHC Helicopters (Barbados) SRL and Lombard North Central Plc</li> </ul>

Row	MSN	Agreement
		<ul style="list-style-type: none"> <li>• Assignment of Insurances, dated 16 September 2016, between CHC Helikopter Service AS and CHC Helicopters (Barbados) SRL</li> <li>• Aircraft Lease General Terms Agreement No. 5904-SRL, dated 24 October 2014, between CHC Helicopters (Barbados) SRL and CHC Helikopter AS</li> <li>• Aircraft Specific Lease Agreement No. 5904-SRL-15, dated 22 August 2016, between the CHC Helicopters (Barbados) SRL and CHC Helikopter AS</li> <li>• Operator Deed of Subordination, dated 22 August 2016, between the CHC Helicopters (Barbados) SRL, Lombard North Central Plc and CHC Helikopter AS</li> <li>• Deed of Indemnity, dated 10 March 2011, between CHC Helicopter S.A. and Lombard North Central Plc</li> </ul>
4	2317	<i>See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</i>
5	2319	<i>See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</i>
6	2393	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
7	2395	<i>See Third Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1042].</i>
8	2398	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
9	2467	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
10	2474	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
11	2477	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
12	2504	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
13	2567	<i>See Third Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1042].</i>
14	2592	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the</i>



Row	MSN	Agreement
		Bankruptcy Code [Dkt. No. 428].
15	2594	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
16	2601	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
17	2613	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
18	2617	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
19	2674	<i>See</i> Order Authorizing the Debtors to (I) Abandon Certain Aircraft Pursuant to Section 554(a) of the Bankruptcy Code, (II) Transfer Title to Certain Aircraft Pursuant to Section 363(b) of the Bankruptcy Code and (III) Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1299].
20	2681	<i>See</i> Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].
21	2691	<i>See</i> Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].
22	2692	<ul style="list-style-type: none"> <li>• <i>See</i> Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated in or around 2008, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), BTMU Capital Corporation and Heli-One Leasing (Norway) AS relating to msn 2692, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
23	2707	<ul style="list-style-type: none"> <li>• <i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</li> <li>• Manufacturer Support Agreement, dated October 31, 2008, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), RBS Aerospace Limited and Heli-One Leasing Inc. relating to msn 2707, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
24	2708	<ul style="list-style-type: none"> <li>• <i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</li> <li>• Manufacturer Support Agreement, dated July 30, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter</li> </ul>

Row	MSN	Agreement
		S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2708, as may have been amended, supplemented or otherwise modified from time to time.
25	2715	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated July 30, 2008, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) SRL relating to msn 2715, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
26	2716	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated June 4, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Sparebank 1 SR-Financs AS and Heli-One Leasing (Norway) AS relating to msn 2716, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
27	2721	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated July 30, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2721, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
28	2722	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</li> <li>• Manufacturer Support Agreement, dated October 1, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2722, as supplemented by that certain Manufacturer Support Side Letter, dated October 1, 2009, from CHC Helicopters (Barbados) Limites to Airbus Helicopters (SAS) relating to msn 2722 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
29	2725	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Third Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 565].</li> <li>• Manufacturer Support Agreement, dated November 6, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.a.S. and CHC Helicopters (Barbados) Limited</li> </ul>

Row	MSN	Agreement
		relating to msn 2725, as supplemented by that certain Manufacturer Support Side Letter, dated November 6, 2009, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2725 and as may have been further amended, supplemented or otherwise modified from time to time.
30	2729	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated October 15, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2729, as supplemented by that certain Manufacturer Support Side Letter, dated October 15, 2009, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2729 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
31	2739	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Third Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 565].</li> <li>• Manufacturer Support Agreement, dated December 17, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2739, as supplemented by that certain Manufacturer Support Side Letter, dated December 17, 2009, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2739 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
32	2740	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated October 22, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2740, as supplemented by that certain Manufacturer Support Side Letter, dated October 22, 2009, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2740 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
33	2744	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Third Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 565].</li> <li>• Manufacturer Support Agreement, dated January 28, 2010, among Airbus Helicopters (SAS) (previously known as Eurocopter</li> </ul>

Row	MSN	Agreement
		S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2744, as supplemented by that certain Manufacturer Support Side Letter, dated January 28, 2010, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2744 and as may have been further amended, supplemented or otherwise modified from time to time.
34	2745	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated April 28, 2010, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2745, as supplemented by that certain Manufacturer Support Side Letter, dated April 28, 2010, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2745 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
35	2747	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated March 16, 2010, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2747, as supplemented by that certain Manufacturer Support Side Letter, dated March 16, 2010, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2747 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
36	2768	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</li> <li>• Manufacturer Support Agreement, dated October 21, 2010, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2768, as supplemented by that certain Manufacturer Support Side Letter, dated October 21, 2010, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2768 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
37	2773	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated October 26, 210, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilesae S.A.S. and Justinvale Limited relating to msn</li> </ul>

Row	MSN	Agreement
		2773, as supplemented by that certain Manufacturer Support Side Letter, dated October 26, 2010, from Justinvale Limited to Airbus Helicopters (SAS) relating to msn 2773 and as may have been further amended, supplemented or otherwise modified from time to time.
38	2775	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</li> <li>• Manufacturer Support Agreement, dated December 9, 2010, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Leasing (Ireland) Limited relating to msn 2775, as supplemented by that certain Manufacturer Support Side Letter, dated December 9, 2010, from CHC Leasing (Ireland) Limited to Airbus Helicopters (SAS) relating to msn 2775 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
39	2779	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated July 7, 2011, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and Heliworld Leasing Limited relating to msn 2779, as supplemented by that certain Manufacturer Support Side Letter, dated July 7, 2011, from Heliworld Leasing Limited to Airbus Helicopters (SAS) relating to msn 2779 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
40	2794	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated July 7, 2011, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and Heliworld Leasing Limited relating to msn 2794, as supplemented by that certain Manufacturer Support Side Letter, dated July 7, 2011, from Heliword Leasing Limited to Airbus Helicopters (SAS) relating to msn 2794 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
41	2798	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated July 21, 2011, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and Heliworld Leasing Limited relating to msn 2798, as supplemented by that certain Manufacturer Support</li> </ul>

Row	MSN	Agreement
		Side Letter, dated July 21, 2011, from Heliworld Leasing Limited to Airbus Helicopters (SAS) relating to msn 2798 and as may have been further amended, supplemented or otherwise modified from time to time.
42	2801	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated October 14, 2011, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and Heliworld Leasing Limited relating to msn 2801, as supplemented by that certain Manufacturer Support Side Letter, dated October 14, 2011, from Heliworld Leasing Limited to Airbus Helicopters (SAS) relating to msn 2801 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
43	2822	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated December 21, 2011, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and Heliworld Leasing Limited relating to msn 2822, as supplemented by that certain Manufacturer Support Side Letter, dated December 21, 2011, from Heliworld Leasing Limited to Airbus Helicopters (SAS) relating to msn 2822 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
44	2827	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated April 5, 2012, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and Heliworld Leasing Limited relating to msn 2827, as supplemented by that certain Manufacturer Support Side Letter, dated April 5, 2012, from Heliworld Leasing Limited to Airbus Helicopters (SAS) relating to msn 2827 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
45	2848	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated November 25, 2013, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Heliworld Leasing Limited, as buyer, and Heliworld Leasing Limited, as lessee, relating to msn 2848, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>

Row	MSN	Agreement
46	2851	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated November 25, 2013, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Heliworld Leasing Limited, as buyer, and Heliworld Leasing Limited, as lessee, relating to msn 2851, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
47	2878	See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].
48	2890	See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].
49	2899	See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
50	2902	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</li> <li>• Manufacturer Support Agreement, dated April 28, 2014, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), CHC Leasing (Ireland) Limited and CHC Helicopters (Barbados) Limited relating to msn 2902, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
51	2907	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated March 11, 2014, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), CHC Leasing (Ireland) Limited and Heli-One Leasing (Norway) AS relating to msn 2907, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
52	2910	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated July 2, 2015, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), CHC Leasing (Ireland) Limited and Heliworld Leasing Limited relating to msn 2910, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
53	2911	See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].
54	2914	See Order Authorizing the Debtors to (I) Abandon Certain Aircraft

Row	MSN	Agreement
		Pursuant to Section 554(a) of the Bankruptcy Code, (II) Transfer Title to Certain Aircraft Pursuant to Section 363(b) of the Bankruptcy Code and (III) Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1299].
55	2949	<i>See</i> Order Authorizing the Debtors to (I) Abandon Certain Aircraft Pursuant to Section 554(a) of the Bankruptcy Code, (II) Transfer Title to Certain Aircraft Pursuant to Section 363(b) of the Bankruptcy Code and (III) Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1299].
56	2986	<i>See</i> Order Authorizing the Debtors to (I) Abandon Certain Aircraft Pursuant to Section 554(a) of the Bankruptcy Code, (II) Transfer Title to Certain Aircraft Pursuant to Section 363(b) of the Bankruptcy Code and (III) Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1299].
57	6802	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
58	9008	<i>See</i> Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].
59	31042	<i>See</i> Order Granting Debtors' Fourth Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1145].
60	31070	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
61	31141	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
62	31209	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule No.42, dated 30 April 2008, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A. in favor of Lombard North Central Plc</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, CHC Helicopters Barbados Limited, Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC</li> </ul>



Row	MSN	Agreement
		<p>and CHC Helicopter S.A.</p> <ul style="list-style-type: none"> <li>• Junior Loan Agreement, dated 30 April 2008, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland Plc</li> <li>• Deed of Application of Proceeds, dated 30 April 2008, between Lombard North Central Plc, Heli-One Leasing ULC and The Royal Bank of Scotland Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, Heliworld Leasing Limited, CHC Helicopters Barbados Limited and CHC Helicopter S.A.</li> <li>• Deed of Subordination, dated 23 January 2012, between Heli-One Leasing ULC, Lombard North Central Plc, CHC Leasing (Ireland) DAC and CHC Scotia Limited</li> <li>• Airframe and Engines Warranties Assignment, dated 30 April 2008, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Remarketing Agreement, dated 30 April 2008, between Lombard North Central PLC and Heli-One Leasing ULC</li> <li>• Residual Value Guarantee, dated 30 April 2008, between Heli-One Leasing ULC, Finmeccanica S.p.A and Lombard North Central Plc</li> <li>• Residual Value Guarantee Side Letter, dated 30 April 2008, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Residual Value Letter, dated 1 April 2016, between Finmeccanica, Heli-One Leasing ULC and Lombard North Central PLC.</li> <li>• Residual Value Letter, dated 5 April 2016, between Finmeccanica, Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Residual Value Letter, dated 5 April 2016, between Finmeccanica, Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Security Assignment, dated 23 January 2012, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Deed of Indemnity, dated 10 March 2011, between CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Lease Extension Agreement, dated 5 April 2016, between Heli-One Leasing ULC, Lombard North Central Plc and CHC Helicopter S.A.</li> <li>• Master Sublease Agreement, dated 23 January 2012, between Heli-One Leasing ULC and CHC Leasing (Ireland) DAC</li> <li>• Aircraft General Terms Agreement No. 6704 dated 21 October 2010 between CHC Leasing (Ireland) DAC and CHC Scotia Limited</li> <li>• Aircraft Specific Lease Agreement No. 6704-17, dated 23 January 2012, between CHC Leasing (Ireland) DAC and CHC Scotia Limited</li> <li>• Sub-Lessee Security Assignment, dated 23 January 2012, between</li> </ul>

Row	MSN	Agreement
		<p>CHC Leasing (Ireland) DAC and Lombard North Central Plc</p> <ul style="list-style-type: none"> <li>• Assignment of Insurances, dated 23 January 2012, between CHC Leasing (Ireland) DAC and CHC Scotia Limited</li> </ul>
63	31414	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
64	31418	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
65	31458	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
66	31540	<i>See Order Granting Debtors' Motion for Entry of Agreed Order Rejecting a Certain Equipment Lease and Subleases Nunc Pro Tunc to the Petition Date [Dkt. No. 273].</i>
67	41005	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
68	41210	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
69	760546	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
70	760561	<i>See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</i>
71	760568	<i>See Order Granting Debtors' Seventh Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code and Continuing the Motion as to Certain Other Equipment Leases and Subleases [Dkt. No. 1612].</i>
72	760622	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
73	760651	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
74	760674	<i>See Order Authorizing the Debtors to (I) Abandon Certain Aircraft Pursuant to Section 554(a) of the Bankruptcy Code, (II) Transfer Title to Certain Aircraft Pursuant to Section 363(b) of the Bankruptcy Code and (III) Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1299].</i>
75	760687	<i>See Third Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1042].</i>

Row	MSN	Agreement
76	760706	<i>See</i> Order Granting Debtors' Motion to Reject Certain Equipment Leases and Subleases Related to the Helicopter with Manufacturer Serial Number 760706 Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 833].
77	760711	<i>See</i> Third Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1042].
78	760720	<i>See</i> Order Granting Debtors' Sixth Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1492].
79	760734	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
80	760743	<i>See</i> Third Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1042].
81	760764	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
82	760765	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
83	760697	Subject to approval by the Bankruptcy Court of the Debtors' Motion for Entry of an Agreed Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Related to the Helicopter with Manufacturer's Serial Number 760697 Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1566].
84	920014	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of June 5, 2013, between CHC Helicopters (Barbados) SRL and ECN Capital (Aviation) Corp. (formerly known as Element Capital Corp.), but only in so far as it relates to msn 920014 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Lease Schedule No. 3, dated as of June 26, 2013, between CHC Helicopters (Barbados) SRL and ECN Capital (Aviation) Corp. (formerly known as Element Capital Corp.), as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Aircraft Lease General Terms Agreement, dated as of June 20, 2008, between CHC, as lessor and CHC Helicopter Service AS, but only in so far as it relates to msn 920014 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Aircraft Specific Lease Agreement, dated as of June 26, 2013, between CHC Helicopters (Barbados) SRL and CHC Helicopter Service AS, as the same has been or may from time to time be</li> </ul>

Row	MSN	Agreement
		<p>supplemented, modified or amended.</p> <ul style="list-style-type: none"> <li>• Subject to approval by the Bankruptcy Court of the Debtors' Seventh Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1406].</li> </ul>
85	920051	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule, dated 29 November 2007, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A. in favor of Lombard North Central Plc</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Lease Extension Agreement, dated 31 December 2015, between Lombard North Central Plc, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 29 November 2007, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland Plc</li> <li>• Remarketing Agreement, dated 29 November 2007, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 29 November 2007, between Lombard North Central Plc, Heli-One Leasing ULC and The Royal Bank of Scotland Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland Plc, Export Development Canada, Lombard North Central Plc, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Residual Value Guarantee, dated 28 December 2006, between Sikorsky Aircraft Corporation, Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Residual Value Guarantee Letter Agreement, dated 29 November 2007, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Security Assignment, dated 23 January 2012, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Sublease Agreement, dated 23 January 2012, between Heli-</li> </ul>

Row	MSN	Agreement
		<p>One Leasing ULC and CHC Leasing Ireland DAC</p> <ul style="list-style-type: none"> <li>• Aircraft Lease General Terms Agreement No. 9992, dated 12 June 2013, between CHC Leasing Ireland DAC and CHC Ireland DAC</li> <li>• Aircraft Specific Lease Agreement No. 9992-202, dated 12 June 2013, between CHC Leasing Ireland DAC and CHC Ireland DAC</li> <li>• Sub-Lessee Security Assignment, dated 20 June 2013, between Lombard North Central Plc and CHC Leasing Ireland DAC</li> <li>• Assignment of Insurances, dated 20 June 2013, between CHC Ireland DAC and CHC Leasing Ireland DAC</li> <li>• Deed of Subordination, dated 20 June 2013, between Heli-One Leasing ULC, Lombard North Central Plc, CHC Ireland DAC and CHC Leasing Ireland DAC</li> </ul>
86	920052	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule, dated 29 November 2007, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A. in favor of Lombard North Central Plc</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland Plc, Export Development Canada, Lombard North Central Plc, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 29 November 2007, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland Plc</li> <li>• Remarketing Agreement, dated 29 November 2007, between Lombard North Central Plc and Heli-One Leasing ULC.</li> <li>• Deed of Application of Proceeds, dated 29 November 2007, between Lombard North Central Plc, Heli-One Leasing ULC and The Royal Bank of Scotland Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland Plc, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, Heliworld Leasing Limited, and CHC Helicopter S.A.</li> <li>• Master Sub-Lease Security Assignment, dated 23 January 2012, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Sub-Lessee Leasing ULC Security Assignment, dated 8 July 2013, between Lombard North Central Plc and CHC Leasing (Ireland) DAC</li> </ul>

Row	MSN	Agreement
		<ul style="list-style-type: none"> <li>• Assignment of Insurances, dated 8 July 2013, between CHC Leasing (Ireland) DAC and CHC Ireland DAC</li> <li>• Deed of Subordination, dated 8 July 2013, between Heli-One Leasing ULC, Lombard North Central Plc, CHC Leasing (Ireland) DAC and CHC Ireland DAC</li> <li>• Deed of Indemnity, dated 10 March 2011, between CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Residual Value Guarantee Agreement, dated 28 December 2006, between Sikorsky Aircraft Corporation, Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Residual Value Guarantee Agreement Letter Agreement, dated 29 November 2007, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Master Sub-Lease Agreement, dated 23 January 2012, between Heli-One Leasing ULC and CHC Leasing (Ireland) DAC</li> <li>• Aircraft Lease General Terms Agreement No. 9992, dated 12 June 2013, between CHC Leasing (Ireland) DAC and CHC Ireland DAC</li> <li>• Aircraft Specific Lease Agreement No. 9992-203, dated 8 July 2013, between CHC Leasing (Ireland) DAC and CHC Ireland DAC</li> </ul>
87	920056	Subject to approval by the Bankruptcy Court of the Debtors' Fifth Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1090]
88	920097	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule, dated 11 May 2009, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A.</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 11 May 2009, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland Plc</li> <li>• Remarketing Agreement, dated 11 May 2009, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 11 May 2009, between</li> </ul>

Row	MSN	Agreement
		<p>Lombard North Central PLC, Heli-One Leasing ULC and The Royal Bank of Scotland PLC</p> <ul style="list-style-type: none"> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Lessee Security Assignment, dated 16 March 2011, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Sub-Lessee Security Assignment, dated 16 March 2011, between CHC Leasing (Ireland) DAC and Lombard North Central Plc</li> <li>• Residual Value Guarantee, dated 20 April 2009, between Sikorsky Aircraft Corporation, Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Residual Value Guarantee Letter Agreement, dated 30 April 2009, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Subordination, dated 16 March 2011, between Heli-One Leasing ULC, Lombard North Central Plc, CHC Leasing (Ireland) DAC and CHC Helikopter Service AS</li> <li>• Deed of Indemnity, dated 10 March 2011, between CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Master Sublease Agreement, dated 16 March 2011, between Heli-One Leasing ULC and CHC Leasing (Ireland) DAC</li> <li>• Aircraft Lease General Terms Agreement No. 8703, dated 16 March 2011, between CHC Leasing (Ireland) DAC and CHC Helikopter AS</li> <li>• Aircraft Specific Lease Agreement No. 8703-02, dated 16 March 2011, between CHC Leasing (Ireland) DAC and CHC Helikopter AS</li> <li>• Assignment of Insurances, dated 16 March 2011 between CHC Helikopter AS and CHC Leasing (Ireland) DAC</li> </ul>
89	920119	<i>See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</i>
90	920143	<i>See Order Granting Debtors' Fourth Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1145].</i>
91	920231	<i>See Order Granting Debtors' Fourth Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1145].</i>

**Exhibit D1**

**Blackline of Amended Schedule of Aircraft Rejection Leases**



## **Schedule of Rejected Aircraft Leases**

### **General Notes to Schedule of Rejected Aircraft Leases:**

1. Neither the exclusion nor the inclusion of a lease by the Debtors on this Schedule, nor anything contained herein, shall constitute an admission by the Debtors that any such lease is an unexpired lease or that any Debtor, or its respective affiliates, has any liability thereunder. In addition, out of an abundance of caution, the Debtors have listed certain leases on these schedules that have or may have either terminated or expired (or will terminate or expire) prior to the Confirmation Hearing pursuant to the terms of such leases or contracts. The Debtors reserve the right, on or prior to 4:00 p.m. (Central Time) on the Business Day immediately prior to the commencement of the Confirmation Hearing, to amend this schedule in order to add, delete or reclassify any unexpired lease, *provided, however*, that if the Confirmation Hearing is adjourned for a period of more than two (2) consecutive calendar days, the Debtors' right to amend this schedule shall be extended to 4:00 p.m. (Central Time) on the Business Day immediately prior to the adjourned date of the Confirmation Hearing, with such extension applying in the case of any and all subsequent adjournments of the Confirmation Hearing.
2. As a matter of administrative convenience, in many cases the Debtors have listed the original parties to the documents listed in this schedule without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not be named in these Schedules is not intended to change the treatment of such documents.
3. Although in most instances only certain agreements governing an aircraft lease are currently described herein for an aircraft lease that is being rejected, each other related operative document to which a Debtor is a party that is integral to such transaction (including, without limitation, any lessee consent to any leveraging transaction in connection with any lease) also will be deemed to be part of this schedule and shall be rejected if the related aircraft lease is rejected unless such operative document has otherwise specifically been assumed. In addition, and for the avoidance of doubt, any agreement relating to more than one aircraft, such as any master lease facility agreement or aircraft lease general terms agreement, that relates to a rejected lease of an aircraft that is listed on this schedule, shall be deemed to be part of this schedule solely as it relates to such aircraft but not as it relates to any other aircraft. References to any agreement to be rejected are to the applicable agreement and other operative documents, as may have been amended, modified or supplemented from time to time and as is in effect as of the date hereof.
4. Out of an abundance of caution, and for the avoidance of doubt, the Debtors also have listed certain leases in the Plan's schedules that they have previously assumed or rejected, and nothing herein is intended to change or alter the date of assumption or rejection or the terms of assumption or rejection of any previously assumed or rejected contract. Unless previously rejected pursuant to a Final Order of the Bankruptcy Court, the effective date for rejection for each of the unexpired leases relating to

Aircraft Equipment that are listed on this schedule shall be the Effective Date or such other date indicated in the notice delivered to the applicable parties in connection with such a rejection.

*Index to Schedule by Head Lessor*

Head Lessor	Row(s)
CHC Cayman ABL Borrower Ltd	19, 54-56, 74
Commonwealth Bank of Australia	4-5, 58
Element Capital Corp.	9-12, 47, 71, <a href="#">84</a>
ERA Leasing LLC	21
GE Capital Equipment Finance Ltd	17
HFSI One Limited	52
Leonardo Helicopter (4) LLC	63
Leonardo Helicopter (5) LLC	64
Leonardo Helicopter (6) LLC	65
Lobo Leasing SPV A Limited	66, 69, 70
Lombard North Central PLC	1-3, 7, 13, 23, 62, 75, 77, 78, 80, 83, <del>85</del> , 86, <a href="#">88</a>
Macquarie Rotorcraft Leasing (Ireland) Limited	60, <a href="#">87</a>
Parilease S.A.S.	24, 25, 27-46, 57
Sandycove Aviation Ltd.	50
Sparebank 1 SR-Finans AS	15, 22, 26
Sparebanken Finans Nord-Norge AS	51
The Milestone Aviation Asset Holding Group No.1 Ltd	6, 14
The Milestone Aviation Asset Holding Group No. 8 Ltd	8, 16, 20, 72
The Milestone Aviation Asset Holding Group No. 20 Ltd	18
The Milestone Aviation Asset Holding Group No. 25 Ltd	48, 49, 53
Waypoint Asset Co 3 Limited	61, 67, 68, <del>89</del> <a href="#">91</a>
Waypoint Asset Co 6 Limited	59, 81, <del>87</del> <a href="#">89</a>
Waypoint Asset Co 8 Limited	82
Waypoint Asset Company Number 1 (Ireland) Limited	<del>88</del> <a href="#">90</a>

Waypoint Asset Company Number 2 (Ireland) Limited	76, 79
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Rejected Leases

Row	MSN	Agreement
1	2053	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule No. 40, dated 29 April 2008, between Heliworld Leasing Limited and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A. in favor of Lombard North Central Plc</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC , CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central PLC</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC , CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL, Heliworld Leasing Limited and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 29 April 2008, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland PLC.</li> <li>• Remarketing Agreement, dated 29 April 2008, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 29 April 2008, between Lombard North Central Plc, Heliworld Leasing Limited, Heli-One Leasing ULC and The Royal Bank of Scotland Plc</li> <li>• Deed of Indemnity, dated 10 March 2011, between CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland Plc, Export Development Canada , Lombard North Central Plc, Heli-One Leasing ULC , CHC Barbados, Heliworld Leasing Limited and CHC Helicopter S.A.</li> <li>• Lease Extension, dated 15 September 2016, between Heliworld Leasing Limited, Lombard North Central Plc and CHC Helicopter S.A.</li> <li>• Sublease Extension, dated 15 September 2016, between Heliworld Leasing Limited and CHC Helikopter Service AS</li> <li>• Aircraft Lease General Terms Agreement No. 6016, dated 20 December 2013, between Heliworld Leasing Limited and CHC Helikopter AS</li> <li>• Aircraft Specific Lease Agreement No. 6016-200, dated 20 December 2013, between Heliworld and CHC Helikopter AS</li> <li>• Deed of Subordination, dated 20 December 2013, between Heliworld Leasing Limited, Lombard North Central Plc and CHC Helikopter AS.</li> <li>• Security Assignment, dated 20 December 2013, between Lombard North Central Plc and Heliworld Leasing Limited</li> <li>• Assignment of Insurances, dated 20 December 2013, between</li> </ul>

Row	MSN	Agreement
		Heliworld Leasing Limited and CHC Helikopter AS
2	2067	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule No. 41, dated 29 April 2008, between CHC Helicopters (Barbados) SRL and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A. in favor of Lombard North Central Plc</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, Heliworld Leasing Limited, CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 29 April 2008 between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland Plc</li> <li>• Remarketing Agreement, dated 29 April 2008, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 29 April 2008, between Lombard North Central Plc, CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC and The Royal Bank of Scotland Plc</li> <li>• Deed of Indemnity, dated 10 March 2011, between CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland Plc, Export Development Canada, CHC Helicopters (Barbados) Limited, Heli-One Leasing ULC, Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL and CHC Helicopter S.A.</li> <li>• Lessee Security Assignment, dated 24 October 2014, between CHC Helicopters (Barbados) SRL and Lombard North Central Plc</li> <li>• Assignment of Insurances, dated 24 October 2014, between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS</li> <li>• Sub-Lessee Deed of Subordination, dated 24 October 2014, from CHC Helikopter AS to CHC Helicopters (Barbados) SRL and Lombard North Central Plc</li> <li>• Aircraft Lease General Terms Agreement No. 5904-SRL, dated 24 October 2014, between CHC Helicopters (Barbados) SRL and CHC Helikopter AS</li> <li>• Aircraft Specific Lease Agreement No. 5904-SRL-1, dated 24 October 2014, between CHC Helicopters (Barbados) SRL and CHC Helikopter AS</li> </ul>

Row	MSN	Agreement
3	2139	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule, dated 15 February 2008, between CHC Helicopters (Barbados) SRL and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A. in favor of Lombard North Central Plc</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland Plc, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, Heliworld Leasing Limited, CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 15 February 2008, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland Plc</li> <li>• Lease Extension Agreement, dated 5 November 2015, between CHC Helicopters (Barbados) SRL, Lombard North Central Plc and CHC Helicopter S.A.</li> <li>• Lease Extension Agreement No. 2, dated 5 February 2016 between CHC Helicopters (Barbados) SRL, Lombard North Central Plc and CHC Helicopter S.A.</li> <li>• Lease Extension Agreement No. 3, dated 26 February 2016, between CHC Helicopters (Barbados) SRL, Lombard North Central Plc and CHC Helicopter S.A.</li> <li>• Lease Extension and Settlement Agreement No.4, dated 26 April 2016 between CHC Helicopters (Barbados) SRL, Lombard North Central Plc and CHC Helicopter S.A.</li> <li>• Remarketing Agreement, dated 15 February 2008, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 15 February 2008, between Lombard North Central Plc, the CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC and The Royal Bank of Scotland Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland Plc, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, Heliworld Leasing Limited, CHC Helicopters (Barbados) Limited and CHC Helicopter S.A.</li> <li>• Security Assignment, dated 16 September 2016, between the CHC Helicopters (Barbados) SRL and Lombard North Central Plc</li> <li>• Assignment of Insurances, dated 16 September 2016, between CHC Helikopter Service AS and CHC Helicopters (Barbados)</li> </ul>

Row	MSN	Agreement
		<p>SRL</p> <ul style="list-style-type: none"> <li>• Aircraft Lease General Terms Agreement No. 5904-SRL, dated 24 October 2014, between CHC Helicopters (Barbados) SRL and CHC Helikopter AS</li> <li>• Aircraft Specific Lease Agreement No. 5904-SRL-15, dated 22 August 2016, between the CHC Helicopters (Barbados) SRL and CHC Helikopter AS</li> <li>• Operator Deed of Subordination, dated 22 August 2016, between the CHC Helicopters (Barbados) SRL, Lombard North Central Plc and CHC Helikopter AS</li> <li>• Deed of Indemnity, dated 10 March 2011, between CHC Helicopter S.A. and Lombard North Central Plc</li> </ul>
4	2317	<i>See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</i>
5	2319	<i>See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</i>
6	2393	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
7	2395	<i>See Third Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1042].</i>
8	2398	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
9	2467	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
10	2474	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
11	2477	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
12	2504	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
13	2567	<i>See Third Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1042].</i>
14	2592	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>



Row	MSN	Agreement
15	2594	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
16	2601	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
17	2613	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
18	2617	<i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
19	2674	<i>See</i> Order Authorizing the Debtors to (I) Abandon Certain Aircraft Pursuant to Section 554(a) of the Bankruptcy Code, (II) Transfer Title to Certain Aircraft Pursuant to Section 363(b) of the Bankruptcy Code and (III) Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1299].
20	2681	<i>See</i> Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].
21	2691	<i>See</i> Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].
22	2692	<ul style="list-style-type: none"> <li>• <i>See</i> Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated in or around 2008, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), BTMU Capital Corporation and Heli-One Leasing (Norway) AS relating to msn 2692, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
23	2707	<ul style="list-style-type: none"> <li>• <i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</li> <li>• Manufacturer Support Agreement, dated October 31, 2008, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), RBS Aerospace Limited and Heli-One Leasing Inc. relating to msn 2707, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
24	2708	<ul style="list-style-type: none"> <li>• <i>See</i> Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</li> <li>• Manufacturer Support Agreement, dated July 30, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited</li> </ul>

Row	MSN	Agreement
		relating to msn 2708, as may have been amended, supplemented or otherwise modified from time to time.
25	2715	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated July 30, 2008, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) SRL relating to msn 2715, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
26	2716	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated June 4, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Sparebank 1 SR-Financs AS and Heli-One Leasing (Norway) AS relating to msn 2716, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
27	2721	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated July 30, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2721, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
28	2722	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</li> <li>• Manufacturer Support Agreement, dated October 1, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2722, as supplemented by that certain Manufacturer Support Side Letter, dated October 1, 2009, from CHC Helicopters (Barbados) Limites to Airbus Helicopters (SAS) relating to msn 2722 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
29	2725	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Third Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 565].</li> <li>• Manufacturer Support Agreement, dated November 6, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.a.S. and CHC Helicopters (Barbados) Limited relating to msn 2725, as supplemented by that certain</li> </ul>

Row	MSN	Agreement
		Manufacturer Support Side Letter, dated November 6, 2009, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2725 and as may have been further amended, supplemented or otherwise modified from time to time.
30	2729	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated October 15, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2729, as supplemented by that certain Manufacturer Support Side Letter, dated October 15, 2009, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2729 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
31	2739	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Third Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 565].</li> <li>• Manufacturer Support Agreement, dated December 17, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2739, as supplemented by that certain Manufacturer Support Side Letter, dated December 17, 2009, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2739 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
32	2740	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated October 22, 2009, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2740, as supplemented by that certain Manufacturer Support Side Letter, dated October 22, 2009, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2740 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
33	2744	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Third Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 565].</li> <li>• Manufacturer Support Agreement, dated January 28, 2010, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited</li> </ul>

Row	MSN	Agreement
		relating to msn 2744, as supplemented by that certain Manufacturer Support Side Letter, dated January 28, 2010, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2744 and as may have been further amended, supplemented or otherwise modified from time to time.
34	2745	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated April 28, 2010, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2745, as supplemented by that certain Manufacturer Support Side Letter, dated April 28, 2010, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2745 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
35	2747	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated March 16, 2010, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2747, as supplemented by that certain Manufacturer Support Side Letter, dated March 16, 2010, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2747 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
36	2768	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</li> <li>• Manufacturer Support Agreement, dated October 21, 2010, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Helicopters (Barbados) Limited relating to msn 2768, as supplemented by that certain Manufacturer Support Side Letter, dated October 21, 2010, from CHC Helicopters (Barbados) Limited to Airbus Helicopters (SAS) relating to msn 2768 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
37	2773	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated October 26, 210, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilesae S.A.S. and Justinvale Limited relating to msn 2773, as supplemented by that certain Manufacturer Support Side</li> </ul>

Row	MSN	Agreement
		Letter, dated October 26, 2010, from Justinvale Limited to Airbus Helicopters (SAS) relating to msn 2773 and as may have been further amended, supplemented or otherwise modified from time to time.
38	2775	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</li> <li>• Manufacturer Support Agreement, dated December 9, 2010, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and CHC Leasing (Ireland) Limited relating to msn 2775, as supplemented by that certain Manufacturer Support Side Letter, dated December 9, 2010, from CHC Leasing (Ireland) Limited to Airbus Helicopters (SAS) relating to msn 2775 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
39	2779	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated July 7, 2011, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and Heliworld Leasing Limited relating to msn 2779, as supplemented by that certain Manufacturer Support Side Letter, dated July 7, 2011, from Heliworld Leasing Limited to Airbus Helicopters (SAS) relating to msn 2779 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
40	2794	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated July 7, 2011, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and Heliworld Leasing Limited relating to msn 2794, as supplemented by that certain Manufacturer Support Side Letter, dated July 7, 2011, from Heliword Leasing Limited to Airbus Helicopters (SAS) relating to msn 2794 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
41	2798	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated July 21, 2011, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and Heliworld Leasing Limited relating to msn 2798, as supplemented by that certain Manufacturer Support Side Letter, dated July 21, 2011, from Heliworld Leasing</li> </ul>

Row	MSN	Agreement
		Limited to Airbus Helicopters (SAS) relating to msn 2798 and as may have been further amended, supplemented or otherwise modified from time to time.
42	2801	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated October 14, 2011, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and Heliworld Leasing Limited relating to msn 2801, as supplemented by that certain Manufacturer Support Side Letter, dated October 14, 2011, from Heliworld Leasing Limited to Airbus Helicopters (SAS) relating to msn 2801 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
43	2822	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated December 21, 2011, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and Heliworld Leasing Limited relating to msn 2822, as supplemented by that certain Manufacturer Support Side Letter, dated December 21, 2011, from Heliworld Leasing Limited to Airbus Helicopters (SAS) relating to msn 2822 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
44	2827	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated April 5, 2012, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Parilease S.A.S. and Heliworld Leasing Limited relating to msn 2827, as supplemented by that certain Manufacturer Support Side Letter, dated April 5, 2012, from Heliworld Leasing Limited to Airbus Helicopters (SAS) relating to msn 2827 and as may have been further amended, supplemented or otherwise modified from time to time.</li> </ul>
45	2848	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated November 25, 2013, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Heliworld Leasing Limited, as buyer, and Heliworld Leasing Limited, as lessee, relating to msn 2848, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>

Row	MSN	Agreement
46	2851	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated November 25, 2013, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), Heliworld Leasing Limited, as buyer, and Heliworld Leasing Limited, as lessee, relating to msn 2851, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
47	2878	See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].
48	2890	See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].
49	2899	See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].
50	2902	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</li> <li>• Manufacturer Support Agreement, dated April 28, 2014, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), CHC Leasing (Ireland) Limited and CHC Helicopters (Barbados) Limited relating to msn 2902, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
51	2907	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated March 11, 2014, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), CHC Leasing (Ireland) Limited and Heli-One Leasing (Norway) AS relating to msn 2907, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
52	2910	<ul style="list-style-type: none"> <li>• See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</li> <li>• Manufacturer Support Agreement, dated July 2, 2015, among Airbus Helicopters (SAS) (previously known as Eurocopter S.A.S.), CHC Leasing (Ireland) Limited and Heliworld Leasing Limited relating to msn 2910, as may have been amended, supplemented or otherwise modified from time to time.</li> </ul>
53	2911	See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].

Row	MSN	Agreement
54	2914	<i>See Order Authorizing the Debtors to (I) Abandon Certain Aircraft Pursuant to Section 554(a) of the Bankruptcy Code, (II) Transfer Title to Certain Aircraft Pursuant to Section 363(b) of the Bankruptcy Code and (III) Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1299].</i>
55	2949	<i>See Order Authorizing the Debtors to (I) Abandon Certain Aircraft Pursuant to Section 554(a) of the Bankruptcy Code, (II) Transfer Title to Certain Aircraft Pursuant to Section 363(b) of the Bankruptcy Code and (III) Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1299].</i>
56	2986	<i>See Order Authorizing the Debtors to (I) Abandon Certain Aircraft Pursuant to Section 554(a) of the Bankruptcy Code, (II) Transfer Title to Certain Aircraft Pursuant to Section 363(b) of the Bankruptcy Code and (III) Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1299].</i>
57	6802	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
58	9008	<i>See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</i>
59	31042	<i>See Order Granting Debtors' Fourth Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1145].</i>
60	31070	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
61	31141	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
62	31209	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule No.42, dated 30 April 2008, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A. in favor of Lombard North Central Plc</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, CHC Helicopters Barbados Limited, Heliworld</li> </ul>



Row	MSN	Agreement
		<p>Leasing Limited, CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC and CHC Helicopter S.A.</p> <ul style="list-style-type: none"> <li>• Junior Loan Agreement, dated 30 April 2008, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland Plc</li> <li>• Deed of Application of Proceeds, dated 30 April 2008, between Lombard North Central Plc, Heli-One Leasing ULC and The Royal Bank of Scotland Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, Heliworld Leasing Limited, CHC Helicopters Barbados Limited and CHC Helicopter S.A.</li> <li>• Deed of Subordination, dated 23 January 2012, between Heli-One Leasing ULC, Lombard North Central Plc, CHC Leasing (Ireland) DAC and CHC Scotia Limited</li> <li>• Airframe and Engines Warranties Assignment, dated 30 April 2008, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Remarketing Agreement, dated 30 April 2008, between Lombard North Central PLC and Heli-One Leasing ULC</li> <li>• Residual Value Guarantee, dated 30 April 2008, between Heli-One Leasing ULC, Finmeccanica S.p.A and Lombard North Central Plc</li> <li>• Residual Value Guarantee Side Letter, dated 30 April 2008, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Residual Value Letter, dated 1 April 2016, between Finmeccanica, Heli-One Leasing ULC and Lombard North Central PLC.</li> <li>• Residual Value Letter, dated 5 April 2016, between Finmeccanica, Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Residual Value Letter, dated 5 April 2016, between Finmeccanica, Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Security Assignment, dated 23 January 2012, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Deed of Indemnity, dated 10 March 2011, between CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Lease Extension Agreement, dated 5 April 2016, between Heli-One Leasing ULC, Lombard North Central Plc and CHC Helicopter S.A.</li> <li>• Master Sublease Agreement, dated 23 January 2012, between Heli-One Leasing ULC and CHC Leasing (Ireland) DAC</li> <li>• Aircraft General Terms Agreement No. 6704 dated 21 October 2010 between CHC Leasing (Ireland) DAC and CHC Scotia Limited</li> <li>• Aircraft Specific Lease Agreement No. 6704-17, dated 23 January 2012, between CHC Leasing (Ireland) DAC and CHC Scotia Limited</li> </ul>

Row	MSN	Agreement
		<ul style="list-style-type: none"> <li>• Sub-Lessee Security Assignment, dated 23 January 2012, between CHC Leasing (Ireland) DAC and Lombard North Central Plc</li> <li>• Assignment of Insurances, dated 23 January 2012, between CHC Leasing (Ireland) DAC and CHC Scotia Limited</li> </ul>
63	31414	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
64	31418	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
65	31458	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
66	31540	<i>See Order Granting Debtors' Motion for Entry of Agreed Order Rejecting a Certain Equipment Lease and Subleases Nunc Pro Tunc to the Petition Date [Dkt. No. 273].</i>
67	41005	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
68	41210	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
69	760546	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
70	760561	<i>See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</i>
71	760568	<i>See Order Granting Debtors' Seventh Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code <a href="#">and Continuing the Motion as to Certain Other Equipment Leases and Subleases</a> [Dkt. No. <del>428</del>1612].</i>
72	760622	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
73	760651	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
74	760674	<i>See Order Authorizing the Debtors to (I) Abandon Certain Aircraft Pursuant to Section 554(a) of the Bankruptcy Code, (II) Transfer Title to Certain Aircraft Pursuant to Section 363(b) of the Bankruptcy Code and (III) Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1299].</i>
75	760687	<i>See Third Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of</i>

Row	MSN	Agreement
		the Bankruptcy Code [Dkt. No. 1042].
76	760706	<i>See Order Granting Debtors' Motion to Reject Certain Equipment Leases and Subleases Related to the Helicopter with Manufacturer Serial Number 760706 Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 833].</i>
77	760711	<i>See Third Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1042].</i>
78	760720	<i>See Order Granting Debtors' Sixth Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1492].</i>
79	760734	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
80	760743	<i>See Third Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1042].</i>
81	760764	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
82	760765	<i>See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 428].</i>
83	760697	<del><i>See Order Granting</i></del> <u>Subject to approval by the Bankruptcy Court of the</u> Debtors' Motion for Entry of an Agreed Order <del>Rejecting</del> <u>Authorizing the Debtors to Reject</u> Certain Equipment <del>Lease</del> <u>Leases</u> and Subleases Related to the Helicopter with Manufacturer's Serial Number 760697 Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. <del>1566</del> ].
<u>84</u>	<u>920014</u>	<ul style="list-style-type: none"> <li>• <u>Master Lease Facility Agreement, dated as of June 5, 2013, between CHC Helicopters (Barbados) SRL and ECN Capital (Aviation) Corp. (formerly known as Element Capital Corp.), but only in so far as it relates to msn 920014 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</u></li> <li>• <u>Lease Schedule No. 3, dated as of June 26, 2013, between CHC Helicopters (Barbados) SRL and ECN Capital (Aviation) Corp. (formerly known as Element Capital Corp.), as the same has been or may from time to time be supplemented, modified or amended.</u></li> <li>• <u>Aircraft Lease General Terms Agreement, dated as of June 20, 2008, between CHC, as lessor and CHC Helikopter Service AS, but only in so far as it relates to msn 920014 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</u></li> <li>• <u>Aircraft Specific Lease Agreement, dated as of June 26, 2013,</u></li> </ul>

Row	MSN	Agreement
		<p><a href="#">between CHC Helicopters (Barbados) SRL and CHC Helikopter Service AS, as the same has been or may from time to time be supplemented, modified or amended.</a></p> <ul style="list-style-type: none"> <li>• <a href="#">Subject to approval by the Bankruptcy Court of the Debtors' Seventh Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1406].</a></li> </ul>
<a href="#">85</a> 84	920051	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule, dated 29 November 2007, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A. in favor of Lombard North Central Plc</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Lease Extension Agreement, dated 31 December 2015, between Lombard North Central Plc, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 29 November 2007, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland Plc</li> <li>• Remarketing Agreement, dated 29 November 2007, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Application of Proceeds, dated 29 November 2007, between Lombard North Central Plc, Heli-One Leasing ULC and The Royal Bank of Scotland Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland Plc, Export Development Canada, Lombard North Central Plc, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Residual Value Guarantee, dated 28 December 2006, between Sikorsky Aircraft Corporation, Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Residual Value Guarantee Letter Agreement, dated 29 November 2007, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Security Assignment, dated 23 January 2012, between</li> </ul>

Row	MSN	Agreement
		<p>Heli-One Leasing ULC and Lombard North Central Plc</p> <ul style="list-style-type: none"> <li>• Master Sublease Agreement, dated 23 January 2012, between Heli-One Leasing ULC and CHC Leasing Ireland DAC</li> <li>• Aircraft Lease General Terms Agreement No. 9992, dated 12 June 2013, between CHC Leasing Ireland DAC and CHC Ireland DAC</li> <li>• Aircraft Specific Lease Agreement No. 9992-202, dated 12 June 2013, between CHC Leasing Ireland DAC and CHC Ireland DAC</li> <li>• Sub-Lessee Security Assignment, dated 20 June 2013, between Lombard North Central Plc and CHC Leasing Ireland DAC</li> <li>• Assignment of Insurances, dated 20 June 2013, between CHC Ireland DAC and CHC Leasing Ireland DAC</li> <li>• Deed of Subordination, dated 20 June 2013, between Heli-One Leasing ULC, Lombard North Central Plc, CHC Ireland DAC and CHC Leasing Ireland DAC</li> </ul>
<a href="#">86</a> <del>85</del>	920052	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule, dated 29 November 2007, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A. in favor of Lombard North Central Plc</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland Plc, Export Development Canada, Lombard North Central Plc, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 29 November 2007, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland Plc</li> <li>• Remarketing Agreement, dated 29 November 2007, between Lombard North Central Plc and Heli-One Leasing ULC.</li> <li>• Deed of Application of Proceeds, dated 29 November 2007, between Lombard North Central Plc, Heli-One Leasing ULC and The Royal Bank of Scotland Plc</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland Plc, Export Development Canada, Lombard North Central Plc, Heli-One Leasing ULC, Heliworld Leasing Limited, and CHC Helicopter S.A.</li> <li>• Master Sub-Lease Security Assignment, dated 23 January 2012, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Sub-Lessee Leasing ULC Security Assignment, dated 8 July 2013, between Lombard North Central Plc and CHC Leasing (Ireland)</li> </ul>

Row	MSN	Agreement
		<p>DAC</p> <ul style="list-style-type: none"> <li>• Assignment of Insurances, dated 8 July 2013, between CHC Leasing (Ireland) DAC and CHC Ireland DAC</li> <li>• Deed of Subordination, dated 8 July 2013, between Heli-One Leasing ULC, Lombard North Central Plc, CHC Leasing (Ireland) DAC and CHC Ireland DAC</li> <li>• Deed of Indemnity, dated 10 March 2011, between CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Residual Value Guarantee Agreement, dated 28 December 2006, between Sikorsky Aircraft Corporation, Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Residual Value Guarantee Agreement Letter Agreement, dated 29 November 2007, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Master Sub-Lease Agreement, dated 23 January 2012, between Heli-One Leasing ULC and CHC Leasing (Ireland) DAC</li> <li>• Aircraft Lease General Terms Agreement No. 9992, dated 12 June 2013, between CHC Leasing (Ireland) DAC and CHC Ireland DAC</li> <li>• Aircraft Specific Lease Agreement No. 9992-203, dated 8 July 2013, between CHC Leasing (Ireland) DAC and CHC Ireland DAC</li> </ul>
<u>87</u>	<u>920056</u>	<u>Subject to approval by the Bankruptcy Court of the Debtors' Fifth Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1090]</u>
<u>88</u> <del>86</del>	920097	<ul style="list-style-type: none"> <li>• Master Lease Facility Agreement, dated as of 28 April 2006, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Lease Schedule, dated 11 May 2009, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Master Guarantee, dated as of 10 March 2011, by CHC Helicopter S.A.</li> <li>• Right-Sizing Agreement, dated as of 21 October 2013, between Heli-One Leasing ULC, CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Deed of Undertaking, dated 14 October 2011, between 6922767 Holding S.à.r.l. and Lombard North Central Plc</li> <li>• Intercreditor Deed, dated 10 March 2011, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Junior Loan Agreement, dated 11 May 2009, between Heli-One Leasing ULC (as lender) and The Royal Bank of Scotland Plc</li> <li>• Remarketing Agreement, dated 11 May 2009, between Lombard</li> </ul>



Row	MSN	Agreement
		<p>North Central Plc and Heli-One Leasing ULC</p> <ul style="list-style-type: none"> <li>• Deed of Application of Proceeds, dated 11 May 2009, between Lombard North Central PLC, Heli-One Leasing ULC and The Royal Bank of Scotland PLC</li> <li>• Asset Swap Agreement, dated 21 October 2013, between The Royal Bank of Scotland PLC, Export Development Canada, Lombard North Central Plc, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited, Heli-One Leasing ULC and CHC Helicopter S.A.</li> <li>• Lessee Security Assignment, dated 16 March 2011, between Heli-One Leasing ULC and Lombard North Central Plc</li> <li>• Sub-Lessee Security Assignment, dated 16 March 2011, between CHC Leasing (Ireland) DAC and Lombard North Central Plc</li> <li>• Residual Value Guarantee, dated 20 April 2009, between Sikorsky Aircraft Corporation, Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Residual Value Guarantee Letter Agreement, dated 30 April 2009, between Lombard North Central Plc and Heli-One Leasing ULC</li> <li>• Deed of Subordination, dated 16 March 2011, between Heli-One Leasing ULC, Lombard North Central Plc, CHC Leasing (Ireland) DAC and CHC Helikopter Service AS</li> <li>• Deed of Indemnity, dated 10 March 2011, between CHC Helicopter S.A. and Lombard North Central Plc</li> <li>• Master Sublease Agreement, dated 16 March 2011, between Heli-One Leasing ULC and CHC Leasing (Ireland) DAC</li> <li>• Aircraft Lease General Terms Agreement No. 8703, dated 16 March 2011, between CHC Leasing (Ireland) DAC and CHC Helikopter AS</li> <li>• Aircraft Specific Lease Agreement No. 8703-02, dated 16 March 2011, between CHC Leasing (Ireland) DAC and CHC Helikopter AS</li> <li>• Assignment of Insurances, dated 16 March 2011 between CHC Helikopter AS and CHC Leasing (Ireland) DAC</li> </ul>
<a href="#"><u>89</u></a> <del>87</del>	920119	<i>See Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 427].</i>
<a href="#"><u>90</u></a> <del>88</del>	920143	<i>See Order Granting Debtors' Fourth Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1145].</i>
<a href="#"><u>91</u></a> <del>89</del>	920231	<i>See Order Granting Debtors' Fourth Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code [Dkt. No. 1145].</i>

**Exhibit E**

**Amended Schedule of Postpetition Aircraft Agreements**



## **Schedule of Postpetition Aircraft Agreements**

### **General Notes to Schedule of Postpetition Aircraft Agreements:**

1. Neither the exclusion nor the inclusion of a contract or lease by the Debtors on this schedule, nor anything contained herein, shall constitute an admission by the Debtors that any such lease or contract is an unexpired lease or executory contract or that any Debtor, or its respective affiliates, has any liability thereunder. In addition, out of an abundance of caution, the Debtors have listed certain leases or contracts on this schedule that have or may have either terminated or expired (or will terminate or expire) prior to the Confirmation Hearing pursuant to the terms of such leases or contracts. The Debtors reserve the right, on or prior to 4:00 p.m. (Central Time) on the Business Day immediately prior to the commencement of the Confirmation Hearing, to amend the Schedule of Postpetition Aircraft Agreements in order to add, delete or reclassify any executory contract or unexpired lease, *provided, however*, that if the Confirmation Hearing is adjourned for a period of more than two (2) consecutive calendar days, the Debtors' right to amend this schedule shall be extended to 4:00 p.m. (Central Time) on the Business Day immediately prior to the adjourned date of the Confirmation Hearing, with such extension applying in the case of any and all subsequent adjournments of the Confirmation Hearing.
2. As a matter of administrative convenience, in many cases the Debtors have listed the original parties to the documents listed in the Schedule of Postpetition Aircraft Agreements, without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not be named in these schedules is not intended to change the treatment of such documents.
3. Although in most instances only certain post-petition agreements governing an aircraft lease or financing transaction are currently described herein for an aircraft lease or financing transaction that is being assumed or reinstated, each other related operative document to which a Debtor is a party that is integral to such transaction (including, without limitation, any lessee consent to any leveraging transaction in connection with any lease) also will be deemed to be part of the Schedule of Postpetition Aircraft Agreements and shall be assumed if the related aircraft lease or financing is assumed or reinstated unless such operative document has otherwise been rejected.

*Index to Schedule by Head Lessor*

Head Lessor	Row(s)
AE Helicopter (5) Limited	17
AE Helicopter (6) Limited	18
Bank of Utah, not in its individual capacity, but as Owner Trustee	73, 75, 76
CHC Cayman ABL Borrower Ltd	4, 8, 9, 30, 31, 38-40
Element Capital Corp.	49
GE European Equipment Finance (Aircraft No. 2) Limited	72
GE Capital Equipment Finance Ltd	48
Leonardo Helicopter (1) LLC	19
Leonardo Helicopter (2) LLC	20
Lobo Leasing SPV A Limited	5, 36, 37, 60, 85, 87
Lombard North Central PLC	1-3, 10, 13, 54, 58, 59, 64, 71
Milestone Export Leasing, Limited	77-79
Parilease S.A.S.	24
SE Helicopter (12) LLC	74
Skandinaviska Enskilda Banken AB (Publ)	50
The Milestone Aviation Asset Holding Group No. 8 Ltd	34, 45, 55, 56, 61, 80, 81
The Milestone Aviation Asset Holding Group No. 20 Ltd	33
The Milestone Aviation Asset Holding Group No. 25 Ltd	12, 22, 23, 27-29, 41-44, 46, 47, 62, 65, 82-84, 86
The Milestone Aviation Group Limited or one of its affiliates	32, 35, 88-91
Waypoint Asset Co 3 Limited	14, 25, 26, 51, 66, 70
Waypoint Asset Co 6 Limited	15, 16, 68, 69
Waypoint Asset Co 8 Limited	6, 11, 63, 67
Waypoint Asset Company Number 1 (Ireland) Limited	7
Waypoint Asset Company Number 2 (Ireland) Limited	21, 52, 53, 57
Wells Fargo Bank Northwest, National Association	61

Postpetition Aircraft Agreements

Row	MSN	Agreement
1	2053	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</li> <li>Framework Agreement for Aircraft MSN No. 2053, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, Heliworld Leasing Limited, and CHC Helikopter Service AS [Docket No. 1543 Ex. C-1]</li> </ul>
2	2067	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</li> <li>Framework Agreement for Aircraft MSN No. 2067, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, CHC Helicopters (Barbados) SRL, and CHC Helikopter Service AS [Docket No. 1543 Ex. C-2]</li> </ul>
3	2139	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</li> <li>Framework Agreement for Aircraft MSN No. 2139, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, CHC Helicopters (Barbados) SRL, and CHC Helikopter Service AS [Docket No. 1543 Ex. C-3]</li> </ul>
4	9009	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
5	31030	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 5, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No. 253. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 31030, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL</li> </ul>

Row	MSN	Agreement
		and Lobo Leasing SPV A Limited [Docket No.1412. Ex. C-1]
6	31041	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
7	31046	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
8	31072	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
9	31099	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex C]
10	31155	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 28, 2016, between Heliworld Leasing Limited, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited and Lombard North Central Plc [Docket No. 437. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 31155, dated as of January 17, 2017, between Lombard North Central Plc. and Heliworld Leasing Limited, with each of Heli-One Leasing ULC, CHC Helicopter S.A., 6922767 Holding S.à.r.l., CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL, Lloyd Helicopters Pty. Ltd., CHC Helicopter Australia Pty. Ltd. and CHC Group Ltd. acceding thereto by executing and delivering the signature pages thereto [Docket No.1500. Ex. C-1]</li> </ul>
11	31203	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
12	31208	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
13	31209	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing</li> </ul>

Row	MSN	Agreement
		<p>ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</p> <ul style="list-style-type: none"> <li>Framework Agreement for Aircraft MSN No. 31209, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, CHC Leasing (Ireland) DAC, and CHC Scotia Limited [Docket No. 1543 Ex. C-4]</li> </ul>
14	31255	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
15	31295	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
16	31308	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
17	31319	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
18	31320	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
19	31387	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
20	31406	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
21	31431	Term Sheet Regarding Restructuring of Lease Transactions for Certain

Row	MSN	Agreement
		Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
22	31474	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
23	31479	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
24	31485	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 3, 2016, between CHC Helicopters (Barbados) SRL and Parilease S.A.S. [Docket No. 252. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 31485, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL and Parilesae S.A.S. [Docket No. 1402. Ex. C]</li> </ul>
25	31492	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
26	31498	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
27	31511	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016, [Docket No. 953. Ex. C]
28	31551	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
29	31552	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]

Row	MSN	Agreement
30	31561	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
31	31610	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
32	41268	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
33	41311	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
34	41319	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
35	41354	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
36	760537	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 5, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No. 253. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 760537, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No.1412. Ex. C-5]</li> </ul>
37	760570	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 5, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No. 253. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 760570, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No.1412. Ex. C-6]</li> </ul>
38	760625	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC

Row	MSN	Agreement
		Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
39	760632	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
40	760636	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
41	760642	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
42	760657	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
43	760658	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
44	760689	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
45	760691	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
46	760693	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
47	760724	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft



Row	MSN	Agreement
		and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
48	920013	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
49	920014	Interim Restructuring Term Sheet, dated as of June 24, 2016, between CHC Helicopters (Barbados) Limited and Element Capital Corp. [Docket No. 439. Ex. C]
50	920018	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 4, 2016, between CHC Helicopters (Barbados) SRL and Skandinaviska Enskilda Banken AB (PUBL) [Docket No. 254. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 920018, dated as of December 22, 2016, between Skandinaviska Enskilda Banken AB (Publ) and CHC Helicopters (Barbados) SRL, with each of CHC Group Ltd., CHC Helicopter S.A., 6922767 Holding S.à.r.l. and CHC Helikopter Service AS acceding thereto by executing and delivering the signature pages thereto [Docket No. 1404. Ex. C]</li> </ul>
51	920022	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
52	920024	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
53	920030	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
54	920034	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 28, 2016, between Heliworld Leasing Limited, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited and Lombard North Central Plc [Docket No. 437. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 920034, dated as of January 17, 2017, between Lombard North Central Plc. and Heli-One Leasing ULC, with each of CHC Helicopter S.A., 6922767 Holding S.à.r.l., Heliword Leasing Limited, CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL, CHC Leasing (Ireland) Designated Activity Company, CHC Ireland Designated Acitivity Company, CHC Helicopter Holding (Cayman)</li> </ul>

Row	MSN	Agreement
		Limited, and CHC Group Ltd. acceding thereto by executing and delivering the signature pages thereto [Docket No.1500. Ex. C-2]
55	920036	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
56	920046	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
57	920047	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
58	920051	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</li> <li>Framework Agreement for Aircraft MSN No. 920051, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, CHC Leasing (Ireland) DAC, and CHC Ireland DAC [Docket No. 1543 Ex. C-5]</li> </ul>
59	920052	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</li> <li>Framework Agreement for Aircraft MSN No. 920052, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, CHC Leasing (Ireland) DAC, and CHC Ireland DAC [Docket No. 1543 Ex. C-6]</li> </ul>
60	920057	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 5, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No. 253. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 920057, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No.1412. Ex. C-2]</li> </ul>
61	920058	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding

Row	MSN	Agreement
		Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
62	920060	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
63	920095	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
64	920097	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</li> <li>Framework Agreement for Aircraft MSN No. 920097, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, CHC Leasing (Ireland) DAC, and CHC Helikopter AS [Docket No. 1543 Ex. C-7]</li> </ul>
65	920098	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
66	920110	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
67	920112	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
68	920113	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
69	920117	Term Sheet Regarding Restructuring of Lease Transactions for Certain

Row	MSN	Agreement
		Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
70	920125	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
71	920127	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 28, 2016, between Heliworld Leasing Limited, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited and Lombard North Central Plc [Docket No. 437. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 920127, dated as of January 17, 2017, between Lombard North Central Plc. and CHC Helicopters (Barbados) Limited, with each of Heli-One Leasing ULC, CHC Helicopter S.A., 6922767 Holding S.à.r.l., Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL, CHC Helicopters (Barbados) SRL, CHC Helicopters Canada Inc. and CHC Group Ltd. acceding thereto by executing and delivering the signature pages thereto [Docket No.1500. Ex. C-3]</li> </ul>
72	920132	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
73	920141	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
74	920150	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
75	920152	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]
76	920153	Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland)

Row	MSN	Agreement
		Limited and several of its affiliates [Docket No. 1531 Ex. C]
77	920183	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
78	920185	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
79	920186	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
80	920190	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
81	920198	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
82	920216	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
83	920229	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
84	920237	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
85	920241	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 5, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No. 253. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 920241, dated as of</li> </ul>

Row	MSN	Agreement
		December 23, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No.1412. Ex. C-3]
86	920245	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
87	920250	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 5, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No. 253. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 920250, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No.1412. Ex. C-4]</li> </ul>
88	920255	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
89	920278	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
90	920283	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
91	920289	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
92		PK Finance Commitment Letter set fort as Exhibit C to the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]

**Exhibit E1**

**Blackline of Amended Schedule of Postpetition Aircraft Agreements**

## **Schedule of Postpetition Aircraft Agreements**

### **General Notes to Schedule of Postpetition Aircraft Agreements:**

1. Neither the exclusion nor the inclusion of a contract or lease by the Debtors on this schedule, nor anything contained herein, shall constitute an admission by the Debtors that any such lease or contract is an unexpired lease or executory contract or that any Debtor, or its respective affiliates, has any liability thereunder. In addition, out of an abundance of caution, the Debtors have listed certain leases or contracts on this schedule that have or may have either terminated or expired (or will terminate or expire) prior to the Confirmation Hearing pursuant to the terms of such leases or contracts. The Debtors reserve the right, on or prior to 4:00 p.m. (Central Time) on the Business Day immediately prior to the commencement of the Confirmation Hearing, to amend the Schedule of Postpetition Aircraft Agreements in order to add, delete or reclassify any executory contract or unexpired lease, *provided, however*, that if the Confirmation Hearing is adjourned for a period of more than two (2) consecutive calendar days, the Debtors' right to amend this schedule shall be extended to 4:00 p.m. (Central Time) on the Business Day immediately prior to the adjourned date of the Confirmation Hearing, with such extension applying in the case of any and all subsequent adjournments of the Confirmation Hearing.
2. As a matter of administrative convenience, in many cases the Debtors have listed the original parties to the documents listed in the Schedule of Postpetition Aircraft Agreements, without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not be named in these schedules is not intended to change the treatment of such documents.
3. Although in most instances only certain post-petition agreements governing an aircraft lease or financing transaction are currently described herein for an aircraft lease or financing transaction that is being assumed or reinstated, each other related operative document to which a Debtor is a party that is integral to such transaction (including, without limitation, any lessee consent to any leveraging transaction in connection with any lease) also will be deemed to be part of the Schedule of Postpetition Aircraft Agreements and shall be assumed if the related aircraft lease or financing is assumed or reinstated unless such operative document has otherwise been rejected.



*Index to Schedule by Head Lessor*

Head Lessor	Row(s)
<a href="#">AE Helicopter (5) Limited</a>	<a href="#">17</a>
<a href="#">AE Helicopter (6) Limited</a>	<a href="#">18</a>
<a href="#">Bank of Utah, not in its individual capacity, but as Owner Trustee</a>	<a href="#">73, 75, 76</a>
CHC Cayman ABL Borrower Ltd	4, <del>68</del> , <del>79</del> , <del>1730</del> , <del>1831</del> , <del>25</del> , <del>26</del> , <del>2738-40</del>
Element Capital Corp.	<del>3649</del>
GE European Equipment Finance (Aircraft No. 2) Limited	<del>4972</del>
GE Capital Equipment Finance Ltd	<del>3548</del>
<a href="#">Leonardo Helicopter (1) LLC</a>	<a href="#">19</a>
<a href="#">Leonardo Helicopter (2) LLC</a>	<a href="#">20</a>
Lobo Leasing SPV A Limited	5, <del>2336</del> , <del>2437</del> , <del>4360</del> , <del>5885</del> , <del>87</del>
Lombard North Central PLC	1-3, <del>8</del> , <del>10</del> , <del>3813</del> , <del>4154</del> , <del>4258</del> , <del>4659</del> , <del>4864</del> , <del>71</del>
Milestone Export Leasing, Limited	<del>5077-5279</del>
Parilease S.A.S.	<del>1324</del>
<a href="#">SE Helicopter (12) LLC</a>	<a href="#">74</a>
Skandinaviska Enskilda Banken AB (Publ)	<del>3750</del>
The Milestone Aviation Asset Holding Group No. 8 Ltd	<del>2134</del> , <del>3245</del> , <del>3955</del> , <del>4056</del> , <del>4461</del> , <del>5380</del> , <del>5481</del>
The Milestone Aviation Asset Holding Group No. 20 Ltd	<del>2033</del>
The Milestone Aviation Asset Holding Group No. 25 Ltd	<del>9</del> , <del>11</del> , <del>12</del> , <del>14-16</del> <del>22</del> , <del>28-31</del> <del>23</del> , <del>33</del> <del>27-</del> <del>29</del> , <del>3441-44</del> , <del>4546</del> , 47, <del>55-57</del> <del>62</del> , <del>5965</del> , <del>82-84</del> , <del>86</del>
The Milestone Aviation Group Limited or one of its affiliates	<del>19</del> , <del>22</del> , <del>61</del> , <del>62</del> , <del>64</del> , <del>65</del> , <del>32</del> , <del>35</del> , <del>88-91</del>
<a href="#">Waypoint Asset Co 3 Limited</a>	<a href="#">14</a> , <a href="#">25</a> , <a href="#">26</a> , <a href="#">51</a> , <a href="#">66</a> , <a href="#">70</a>
<a href="#">Waypoint Asset Co 6 Limited</a>	<a href="#">15</a> , <a href="#">16</a> , <a href="#">68</a> , <a href="#">69</a>
<a href="#">Waypoint Asset Co 8 Limited</a>	<a href="#">6</a> , <a href="#">11</a> , <a href="#">63</a> , <a href="#">67</a>
<a href="#">Waypoint Asset Company Number 1 (Ireland) Limited</a>	<a href="#">7</a>
<a href="#">Waypoint Asset Company Number 2 (Ireland) Limited</a>	<a href="#">21</a> , <a href="#">52</a> , <a href="#">53</a> , <a href="#">57</a>
Wells Fargo Bank Northwest, National Association	<del>6361</del>

Postpetition Aircraft Agreements

Row	MSN	Agreement
1	2053	<ul style="list-style-type: none"> <li>• Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</li> <li>• <a href="#"><u>Framework Agreement for Aircraft MSN No. 2053, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, Heliworld Leasing Limited, and CHC Helikopter Service AS [Docket No. 1543 Ex. C-1]</u></a></li> </ul>
2	2067	<ul style="list-style-type: none"> <li>• Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</li> <li>• <a href="#"><u>Framework Agreement for Aircraft MSN No. 2067, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, CHC Helicopters (Barbados) SRL, and CHC Helikopter Service AS [Docket No. 1543 Ex. C-2]</u></a></li> </ul>
3	2139	<ul style="list-style-type: none"> <li>• Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</li> <li>• <a href="#"><u>Framework Agreement for Aircraft MSN No. 2139, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, CHC</u></a></li> </ul>

Row	MSN	Agreement
		<a href="#">Helicopters (Barbados) SRL, and CHC Helikopter Service AS [Docket No. 1543 Ex. C-3]</a>
4	9009	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
5	31030	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 5, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No. 253. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 31030, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No.1412. Ex. C-1]</li> </ul>
<a href="#">6</a>	<a href="#">31041</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">7</a>	<a href="#">31046</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">8</a> 6	31072	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
<a href="#">9</a> 7	31099	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex C]
<a href="#">10</a> 8	31155	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 28, 2016, between Heliworld Leasing Limited, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited and Lombard North Central Plc [Docket No. 437. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 31155, dated as of January 17, 2017, between Lombard North Central Plc. and Heliworld Leasing Limited, with each of Heli-One Leasing ULC, CHC Helicopter S.A., 6922767 Holding S.à.r.l., CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL, Lloyd Helicopters Pty. Ltd., CHC Helicopter Australia Pty. Ltd. and CHC Group Ltd. acceding thereto by executing and delivering the signature pages thereto [Docket No.1500. Ex. C-1]</li> </ul>

Row	MSN	Agreement
<a href="#"><u>11</u></a>	<a href="#"><u>31203</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>12</u></a> 9	31208	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>13</u></a> 40	31209	<ul style="list-style-type: none"> <li>• Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</li> <li>• <a href="#"><u>Framework Agreement for Aircraft MSN No. 31209, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, CHC Leasing (Ireland) DAC, and CHC Scotia Limited [Docket No. 1543 Ex. C-4]</u></a></li> </ul>
<a href="#"><u>14</u></a>	<a href="#"><u>31255</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>15</u></a>	<a href="#"><u>31295</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>16</u></a>	<a href="#"><u>31308</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>17</u></a>	<a href="#"><u>31319</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>18</u></a>	<a href="#"><u>31320</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland)</u></a>

Row	MSN	Agreement
		<a href="#">Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">19</a>	<a href="#">31387</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">20</a>	<a href="#">31406</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">21</a>	<a href="#">31431</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">22</a> <del>11</del>	31474	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#">23</a> <del>12</del>	31479	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#">24</a> <del>13</del>	31485	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 3, 2016, between CHC Helicopters (Barbados) SRL and Parilease S.A.S. [Docket No. 252. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 31485, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL and Parilesae S.A.S. [Docket No. 1402. Ex. C]</li> </ul>
<a href="#">25</a>	<a href="#">31492</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">26</a>	<a href="#">31498</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">27</a> <del>14</del>	31511	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft

Row	MSN	Agreement
		and Certain Other Transactions, dated as of October 11, 2016, [Docket No. 953. Ex. C]
<a href="#"><u>28</u></a> <del>15</del>	31551	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>29</u></a> <del>16</del>	31552	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>30</u></a> <del>17</del>	31561	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
<a href="#"><u>31</u></a> <del>18</del>	31610	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
<a href="#"><u>32</u></a> <del>19</del>	41268	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>33</u></a> <del>20</del>	41311	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>34</u></a> <del>21</del>	41319	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>35</u></a> <del>22</del>	41354	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>36</u></a> <del>23</del>	760537	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 5, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No. 253. Ex. C]</li> </ul>



Row	MSN	Agreement
		<ul style="list-style-type: none"> <li>Restructuring of Lease for Aircraft MSN No. 760537, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No.1412. Ex. C-5]</li> </ul>
<a href="#"><u>37</u></a> <del>24</del>	760570	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 5, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No. 253. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 760570, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No.1412. Ex. C-6]</li> </ul>
<a href="#"><u>38</u></a> <del>25</del>	760625	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
<a href="#"><u>39</u></a> <del>26</del>	760632	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
<a href="#"><u>40</u></a> <del>27</del>	760636	Restructuring of Credit Agreement for Aircraft MSN No(s). 2674, 2914, 2949, 2986, 9009, 31072, 31099, 31561, 31610, 760625, 760632, 760636 and 760764, dated as of October 26, 2016, between CHC Cayman ABL Borrower Ltd. and the ABL Lender Parties [Docket No. 1071. Ex. C]
<a href="#"><u>41</u></a> <del>28</del>	760642	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>42</u></a> <del>29</del>	760657	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>43</u></a> <del>30</del>	760658	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>44</u></a> <del>31</del>	760689	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>45</u></a> <del>32</del>	760691	Term Sheet Between CHC Group Ltd., as debtor and debtor in

Row	MSN	Agreement
		possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#">46</a> <del>33</del>	760693	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#">47</a> <del>34</del>	760724	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#">48</a> <del>35</del>	920013	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#">49</a> <del>36</del>	920014	Interim Restructuring Term Sheet, dated as of June 24, 2016, between CHC Helicopters (Barbados) Limited and Element Capital Corp. [Docket No. 439. Ex. C]
<a href="#">50</a> <del>37</del>	920018	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 4, 2016, between CHC Helicopters (Barbados) SRL and Skandinaviska Enskilda Banken AB (PUBL) [Docket No. 254. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 920018, dated as of December 22, 2016, between Skandinaviska Enskilda Banken AB (Publ) and CHC Helicopters (Barbados) SRL, with each of CHC Group Ltd., CHC Helicopter S.A., 6922767 Holding S.à.r.l. and CHC Helikopter Service AS acceding thereto by executing and delivering the signature pages thereto [Docket No. 1404. Ex. C]</li> </ul>
<a href="#">51</a>	<a href="#">920022</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">52</a>	<a href="#">920024</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">53</a>	<a href="#">920030</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland)</a>



Row	MSN	Agreement
		<a href="#">Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">54</a> <del>38</del>	920034	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 28, 2016, between Heliworld Leasing Limited, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited and Lombard North Central Plc [Docket No. 437. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 920034, dated as of January 17, 2017, between Lombard North Central Plc. and Heli-One Leasing ULC, with each of CHC Helicopter S.A., 6922767 Holding S.à.r.l., Heliword Leasing Limited, CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL, CHC Leasing (Ireland) Designated Activity Company, CHC Ireland Designated Activity Company, CHC Helicopter Holding (Cayman) Limited, and CHC Group Ltd. acceding thereto by executing and delivering the signature pages thereto [Docket No.1500. Ex. C-2]</li> </ul>
<a href="#">55</a> <del>39</del>	920036	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#">56</a> <del>40</del>	920046	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#">57</a>	<a href="#">920047</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">58</a> <del>41</del>	920051	<ul style="list-style-type: none"> <li><a href="#">Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</a></li> <li><a href="#">Framework Agreement for Aircraft MSN No. 920051, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, CHC Leasing (Ireland) DAC, and CHC Ireland DAC [Docket No. 1543 Ex. C-5]</a></li> </ul>
<a href="#">59</a> <del>42</del>	920052	<ul style="list-style-type: none"> <li><a href="#">Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</a></li> </ul>

Row	MSN	Agreement
		<ul style="list-style-type: none"> <li>• <a href="#">Framework Agreement for Aircraft MSN No. 920052, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, CHC Leasing (Ireland) DAC, and CHC Ireland DAC [Docket No. 1543 Ex. C-6]</a></li> </ul>
<a href="#">60</a> 43	920057	<ul style="list-style-type: none"> <li>• Interim Restructuring Term Sheet, dated as of June 5, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No. 253. Ex. C]</li> <li>• Restructuring of Lease for Aircraft MSN No. 920057, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No.1412. Ex. C-2]</li> </ul>
<a href="#">61</a> 44	920058	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#">62</a> 45	920060	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#">63</a>	<a href="#">920095</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</a>
<a href="#">64</a> 46	920097	<ul style="list-style-type: none"> <li>• Interim Restructuring Term Sheet, dated as of September 13, 2016, between CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited with Lombard North Central Plc, Export Development Canada and The Royal Bank of Scotland PLC [Docket No. 863. Ex. C]</li> <li>• <a href="#">Framework Agreement for Aircraft MSN No. 920097, dated as of January 24, 2017, among CHC Cayman Borrower II Limited, Lombard North Central Plc, Export Development Canada, The Royal Bank of Scotland plc, Heli-One Leasing ULC, CHC Leasing (Ireland) DAC, and CHC Helikopter AS [Docket No. 1543 Ex. C-7]</a></li> </ul>
<a href="#">65</a> 47	920098	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#">66</a>	<a href="#">920110</a>	<a href="#">Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as</a>

Row	MSN	Agreement
		<a href="#"><u>of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>67</u></a>	<a href="#"><u>920112</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>68</u></a>	<a href="#"><u>920113</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>69</u></a>	<a href="#"><u>920117</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>70</u></a>	<a href="#"><u>920125</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>71</u></a> 48	920127	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 28, 2016, between Heliworld Leasing Limited, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited and Lombard North Central Plc [Docket No. 437. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 920127, dated as of January 17, 2017, between Lombard North Central Plc. and CHC Helicopters (Barbados) Limited, with each of Heli-One Leasing ULC, CHC Helicopter S.A., 6922767 Holding S.à.r.l., Heliworld Leasing Limited, CHC Helicopters (Barbados) SRL, CHC Helicopters (Barbados) SRL, CHC Helicopters Canada Inc. and CHC Group Ltd. acceding thereto by executing and delivering the signature pages thereto [Docket No.1500. Ex. C-3]</li> </ul>
<a href="#"><u>72</u></a> 49	920132	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>73</u></a>	<a href="#"><u>920141</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>

Row	MSN	Agreement
<a href="#"><u>74</u></a>	<a href="#"><u>920150</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>75</u></a>	<a href="#"><u>920152</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>76</u></a>	<a href="#"><u>920153</u></a>	<a href="#"><u>Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017, related to certain helicopters and the associated agreements, between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates [Docket No. 1531 Ex. C]</u></a>
<a href="#"><u>77</u></a> <del>50</del>	920183	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>78</u></a> <del>51</del>	920185	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>79</u></a> <del>52</del>	920186	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>80</u></a> <del>53</del>	920190	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>81</u></a> <del>54</del>	920198	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>82</u></a> <del>55</del>	920216	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]

Row	MSN	Agreement
<a href="#"><u>83</u></a> <del>56</del>	920229	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>84</u></a> <del>57</del>	920237	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>85</u></a> <del>58</del>	920241	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 5, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No. 253. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 920241, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No.1412. Ex. C-3]</li> </ul>
<a href="#"><u>86</u></a> <del>59</del>	920245	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>87</u></a> <del>60</del>	920250	<ul style="list-style-type: none"> <li>Interim Restructuring Term Sheet, dated as of June 5, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No. 253. Ex. C]</li> <li>Restructuring of Lease for Aircraft MSN No. 920250, dated as of December 23, 2016, between CHC Helicopters (Barbados) SRL and Lobo Leasing SPV A Limited [Docket No.1412. Ex. C-4]</li> </ul>
<a href="#"><u>88</u></a> <del>61</del>	920255	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>89</u></a> <del>62</del>	920278	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>90</u></a> <del>63</del>	920283	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<a href="#"><u>91</u></a> <del>64</del>	920289	Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft

Row	MSN	Agreement
		and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]
<u>92</u> 65		PK Finance Commitment Letter set forth as Exhibit C to the Term Sheet Between CHC Group Ltd., as debtor and debtor in possession and The Milestone Aviation Group Limited Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of October 11, 2016 [Docket No. 953. Ex. C]