

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

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

CERTIFICATE OF SERVICE

I, Andres A. Estrada, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors in the above-captioned case.

On February 8, 2017, at my direction and under my supervision, employees of KCC caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Notice of Filing First Amendment to the Plan Supplement in Connection with the Debtors' Third Amended Joint Chapter 11 Plan** [Docket No. 1655]

Furthermore, on February 9, 2017, at my direction and under my supervision, employees of KCC caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit C**:

- **Notice Regarding (I) Executory Contracts and Unexpired Leases Relating to Aircraft Equipment to be Assumed or Assumed and Assigned, (II) Proposed Cure Amounts, and (III) Related Procedures** (attached hereto as **Exhibit D**)
- **Schedule of Assumed Aircraft Leases** (attached as Exhibit C to Docket No. 1654)
- **Blackline of Amended Schedule of Assumed Aircraft Leases** (attached as Exhibit C1 to Docket No. 1654)

Furthermore, on February 9, 2017, at my direction and under my supervision, employees of KCC caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit E**:

(Space Left Intentionally Blank)



163185417021200000000001

- **Notice of Rejection of Executory Contracts and Unexpired Leases Relating to Aircraft Equipment and Related Procedures** (attached hereto as **Exhibit F**)
- **Schedule of Rejected Aircraft Leases** (attached as Exhibit D to Docket No. 1654)
- **Blackline of Amended Schedule of Aircraft Rejection Leases** (attached as Exhibit D1 to Docket No. 1654)

Dated: February 12, 2017

/s/ Andres A. Estrada
Andres A. Estrada
KCC
2335 Alaska Ave
El Segundo, CA 90245

Exhibit A

Exhibit A
Core2002 Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	EMAIL
Official Unsecured Creditors' Committee Member	Airbus Helicopters (SAS)	c/o Kevin Cabaniss	kevin.cabaniss@airbus.com
Counsel for Ad Hoc Noteholder Group	AKIN GUMP STRAUSS HAUER & FELD LLP	James Savin	jsavin@akingump.com
Counsel for Ad Hoc Noteholder Group	AKIN GUMP STRAUSS HAUER & FELD LLP	Marty L. Brimmage, Jr.	mbrimmage@akingump.com
Counsel to certain holders of the 9.250% Senior Secured Notes Due 2020	Akin Gump Strauss Hauer & Feld LLP	Attn: Michael S. Stamer, Esq.	mstamer@akingump.com
Counsel for Ad Hoc Noteholder Group	AKIN GUMP STRAUSS HAUER & FELD LLP	Michael S. Stamer & Jason P. Rubin	mstamer@akingump.com; jrubin@akingump.com
COUNSEL FOR PARILEASE S.A.S., LEONARDO HELICOPTER (1) LLC, LEONARDO HELICOPTER (2) LLC, LEONARDO HELICOPTER (3) LLC, LEONARDO HELICOPTER (4) LLC, LEONARDO HELICOPTER (5) LLC, LEONARDO HELICOPTER (6) LLC, LEONARDO HELICOPTER (7) LLC, BNP PARIBAS S.A., AS FACILITY AGENT AND SECURITY TRUSTEE, AND HSBC FRANCE S.A., AS FACILITY AGENT AND SECURITY TRUSTEE	Allen & Overy LLP	Ken Coleman & Daniel Guyder	ken.coleman@allenoverly.com, daniel.guyder@allenoverly.com
Counsel for JAS Forwarding (USA), Inc.	Arnall Golden Gregory LLP	Darryl S Laddin & Michael F Holbein	darryl.laddin@agg.com; michael.holbein@agg.com
Counsel for Airbus Helicopters (SAS)	BELL NUNNALLY & MARTIN LLP	Heather H. Jobe	hjobe@bellnunnally.com
Counsel for Oracle America, Inc.	Buchalter Nemer, A Professional Corp	Shawn M. Christianson, Esq.	schristianson@buchalter.com
COUNSEL FOR HELICOPTER SUPPORT, INC., D/B/A SIKORSKY COMMERCIAL, INC.	Carrington, Coleman, Sloman & Blumenthal, L.L.P.	J. Michael Sutherland & Lisa M. Lucas	msutherland@ccsb.com; llucas@ccsb.com
Counsel for Law Debenture Trust Company of New York	Chadbourne & Parke LLP	Christy L. Rivera, Esq & Marian Baldwin Fuerst, Esq	crivera@chadbourne.com; mbaldwin@chadbourne.com
Counsel for Lombard North Central Plc	CLIFFORD CHANCE US LLP	Jennifer C. DeMarco & Robert Johnson	jennifer.demarco@cliffordchance.com; robert.johnson@cliffordchance.com
Counsel to Dallas County Utility and Reclamation District	Dallas County Utility and Reclamation District	c/o Elizabeth Banda Calvo	ebcalvo@pbfc.com
Official Unsecured Creditors' Committee Member	Delaware Trust Company	c/o Sandra E. Horwitz	shorwitz@delawaretrust.com
Joint Provisional Liquidators of CHC Group Ltd.	Deloitte & Touche	Stu Sybersma	ssybersma@deloitte.com
Joint Provisional Liquidators of CHC Group Ltd.	Deloitte LLP	Neville Kahn	nkahn@deloitte.co.uk
Counsel to Element Financial Corporation	Dentons	Matthew T. Nickel, Esq.	matt.nickel@dentons.com
Counsel for Element Capital Corp.	DENTONS US LLP	Carole Neville	carole.neville@dentons.com
Counsel for Element Capital Corp.	DENTONS US LLP	Matthew T. Nickel	matt.nickel@dentons.com
Counsel for Lobo Leasing SPV A Limited	FORSHEY AND PROSTOK, LLP	Jeff P. Prostok & Clarke Rogers	jprostok@forsheyprostok.com
CO-COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS	GARDERE WYNNE SEWELL LLP	Mark Moore & Marcus A. Helt	mhelt@gardere.com, mmoore@gardere.com
Official Unsecured Creditors' Committee Interim Chair	Global Helicopters Pilots Association	c/o Luke Yosca, VP	lukeyosca@ghpa.ca
Counsel for OMNI Taxi Aéreo S.A.	GREENBERG TRAURIG LLP	Lenard M. Parkins & Karl Burrer	parkinsl@gtlaw.com; burrer@gtlaw.com
Counsel for OMNI Taxi Aéreo S.A.	GREENBERG TRAURIG LLP	Nicholas A. Sarokhanian	sarokhanian@gtlaw.com
Counsel for WAYPOINT LEASING (IRELAND) LIMITED AND ITS AFFILIATES	HAYNES AND BOONE, LLP	Robert D. Albergetti & Ian T. Peck	robert.albergetti@haynesboone.com; ian.peck@haynesboone.com
Counsel to BNP Paribas S.A. and Parilease S.A.S.	Holland & Knight LLP	Brian J. Smith	brian.smith@hklaw.com
Counsel to BNP Paribas S.A. and Parilease S.A.S.	Holland & Knight LLP	Kenneth E. Noble	kenneth.noble@hklaw.com
Counsel to BNP Paribas S.A. and Parilease S.A.S.	Holland & Knight LLP	Lynne B Xerras	lynne.xerras@hklaw.com
Counsel for Sparebank 1 SR-Finans AS	Jackson Walker L.L.P.	Monica S. Blacker	mblacker@jw.com
Attorneys for Angelo, Gordon & Co., and Cross Ocean Partners	Jones Day	Bruce Bennett, Sidney P. Levinson & Michael C. Schneiderei	bbennett@jonesday.com; slevinson@jonesday.com; mschneiderei@jonesday.com
Attorneys for Angelo, Gordon & Co., and Cross Ocean Partners	Jones Day	Jonathan M. Fisher	jmfisher@jonesday.com
Attorneys for Angelo, Gordon & Co., and Cross Ocean Partners	JONES DAY	Scott Greenberg	sgreenberg@jonesday.com
ATTORNEYS FOR ECN CAPITAL (AVIATION) CORP.	KANE RUSSELL COLEMAN & LOGAN PC	George H. Barber	ecf@krcl.com
COUNSEL FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS	KRAMER LEVIN NAFTALIS & FRANKEL LLP	Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.	dmannal@kramerlevin.com; ayerramalli@kramerlevin.com
Counsel to Aviall Services, Inc.	Law Offices of Judith W. Ross	Neil J. Orleans	neil.orleans@judithwross.com
Counsel for Dallas Country	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	Laurie Spindler Huffman	dallas.bankruptcy@publicans.com
Counsel for Lobo Leasing SPV A Limited	LOBO LEASING SPV A LIMITED	Daniel Roberts	droberts@loboleasing.com
COUNSEL AND CO-COUNSEL FOR EXPORT DEVELOPMENT CANADA, MACQUARIE ROTARCRAFT LEASING (IRELAND), LTD., and LCI HELICOPTERS (IRELAND) LIMITED	MCGUIRE, CRADDOCK & STROTHER, P.C.	J.MARK CHEVALLIER	mchevallier@mcslaw.com
Attorneys for Angelo, Gordon & Co. and Cross Ocean Partners	MCKOOL SMITH PC	Robert M. Manley & Phillip Aurentz	rmanley@mckoolsmith.com; paurentz@mckoolsmith.com
Counsel for Era Leasing LLC	MILBANK, TWEED, HADLEY & McCLOY LLP	Wilbur F. Foster Jr, Tyson M. Lomazow & Jessica F. Van Nieuwenhoven	tlomazow@milbank.com
Counsel for The Bank of New York Mellon Trustee	Morgan, Lewis & Bockius LLP	Glenn Siegel	glenn.siegel@morganlewis.com
Counsel for THE BANK OF NEW YORK MELLON	Morgan, Lewis & Bockius LLP	Jillian Harris	jillian.harris@morganlewis.com
Counsel for THE BANK OF NEW YORK MELLON	Morgan, Lewis & Bockius LLP	Rachel Jaffe Mauceri	rachel.mauceri@morganlewis.com
Counsel for HSBC Bank PLC, as Administrative Agent for the Revolving Credit Facility Secured Lenders	Norton Rose Fulbright US LLP	Louis R. Strubeck, Jr., Greg Wilkes, Richard P. Borden, Esq. & Timothy S. Springer	louis.strubeck@nortonrosefulbright.com; greg.wilkes@nortonrosefulbright.com; tim.springer@nortonrosefulbright.com; rick.borden@nortonrosefulbright.com; sue.costello@nortonrosefulbright.com
Counsel to Element Financial Corporation	ORRICK, HERRINGTON & SUTCLIFFE LLP	Jeffery D. Hermann, Esq.	jhermann@orrick.com
Counsel to Element Financial Corporation	ORRICK, HERRINGTON & SUTCLIFFE LLP	Raniero D'Aversa, Esq. & Laura D. Metzger, Esq.	rdaversa@orrick.com; lmetzger@orrick.com
Counsel to certain secured lenders under the ABL Credit Agreement (Morgan Stanley Senior Funding, Inc., as Admin Agent)	Paul Hastings LLP	James T. Grogan III	jamesgrogan@paulhastings.com

Exhibit A
Core2002 Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	EMAIL
Counsel to certain secured lenders under the ABL Credit Agreement (Morgan Stanley Senior Funding, Inc., as Admin Agent)	Paul Hastings LLP	Attn: Leslie A. Plaskon, Andrew V. Tenzer, Michael E. Comerford	lestieplaskon@paulhastings.com; andrewtenzer@paulhastings.com; michaelcomerford@paulhastings.com
Co-Counsel to the Global Helicopter Pilots Association	PITTA & GIBLIN LLP	Barry N. Saltzman & Vincent F. Pitta	bsaltzman@pittagiblin.com; vpitta@pittagiblin.com
Counsel to Pryor Cashman LLC	Pryor Cashman LLC	Conrad K. Chiu, Esq.	cchiu@pryorcashman.com
Counsel for Moody's Investor's Service, Inc.	Satterlee Stephens Burke & Burke LLP	Christopher R. Belmonte, Esq. & Pamela A. Bosswick, Esq.	cbelmonte@ssbb.com; pbosswick@ssbb.com
Co-Counsel to the Global Helicopter Pilots Association	SAUL EWING LLP	Monique B. DiSabatino	mdisabatino@saul.com
Co-Counsel to the Global Helicopter Pilots Association	SAUL EWING LLP	Sharon L. Levine	slevine@saul.com
SEC Regional Office	Securities & Exchange Commission	Sharon Binger Regional Director	philadelphia@sec.gov
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	SECBankruptcy-OGC-ADO@SEC.GOV
SEC Regional Office	Securities & Exchange Commission NY Office	Andrew Calamari Regional Director	bankruptcynticeschr@sec.gov
Counsel to Milestone Aviation Group Limited, GE Capital Aviation Services LLC, GE Capital Equipment Finance Ltd. and each of their respective affiliates	SIDLEY AUSTIN LLP	Duston K. McFaul	dmcfaul@sidley.com
Counsel to Milestone Aviation Group Limited, GE Capital Aviation Services LLC, GE Capital Equipment Finance Ltd. and each of their respective affiliates	SIDLEY AUSTIN LLP	Michael G. Burke & Dennis Kao	mgburke@sidley.com dkao@sidley.com
COUNSEL FOR MARK D. DOBBIN, AS EXECUTOR OF THE ESTATE OF CRAIG L. DOBBIN	Singer & Levick, P.C.	Michelle E. Shriro, Esq.	mshriro@singerlevick.com
COUNSEL FOR AIRBUS HELICOPTERS (SAS)	Smith, Gambrell & Russell, LLP	Steven A. Rossum & Brian P. Hall	bhall@sgrlaw.com
Counsel for 0921528 BC Ltd.	Squire Patton Boggs (US) LLP	Stephen D. Lerner	stephen.lerner@squirepb.com
Counsel for 0921528 BC Ltd.	Squire Patton Boggs (US) LLP	Travis A. McRoberts	travis.mcroberts@squirepb.com
COUNSEL FOR ORACLE AMERICA, INC.	Streusand, Landon & Ozburn LLP	Sabrina L. Streusand	streusand@slolp.com
Counsel for Era Leasing LLC	SUSAN B. HERSH, P.C.	Susan B. Hersh, Esq.	susan@susanbherishpc.com
Official Unsecured Creditors' Committee Member	The Milestone Aviation Group Limited	c/o Kelli Walsh	kelli.walsh@gecas.com
Office of the United States Trustee for the Northern District of Texas	United States Trustee	Lisa Lambert Meredyth A. Kippes	lisa.l.lambert@usdoj.gov; meredyth.a.kippes@usdoj.gov
COUNSEL AND CO-COUNSEL FOR EXPORT DEVELOPMENT CANADA, MACQUARIE ROTARCRAFT LEASING (IRELAND), LTD., and LCI HELICOPTERS (IRELAND) LIMITED	VEDDER PRICE	Douglas J. Lipke	dlipke@vedderprice.com
COUNSEL AND CO-COUNSEL FOR EXPORT DEVELOPMENT CANADA, MACQUARIE ROTARCRAFT LEASING (IRELAND), LTD., and LCI HELICOPTERS (IRELAND) LIMITED	VEDDER PRICE	Michael J. Edelman	mjedelman@vedderprice.com
Counsel for WAYPOINT LEASING (IRELAND) LIMITED AND ITS AFFILIATES	WACHTELL, LIPTON, ROSEN & KATZ	Harold S. Novikoff & Emily D. Johnson	hsnovikoff@wlrk.com; edjohnson@wlrk.com
Counsel for WAYPOINT LEASING (IRELAND) LIMITED AND ITS AFFILIATES	WAYPOINT LEASING	Todd Kevin Wolynski	twolynski@waypointleasing.com; EDJohnson@wlrk.com
COUNSEL FOR MORGAN STANLEY SENIOR FUNDING, INC., AS ADMINISTRATIVE AGENT	WINSTEAD PC	Annmarie Chiarello, Erik Weiting Hsu & Phillip L. Lamberson	plamberson@winstead.com; whsu@winstead.com; achiarello@winstead.com

Exhibit B

Exhibit B
Core2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Counsel to certain holders of the 9.250% Senior Secured Notes Due 2020	Akin Gump Strauss Hauer & Feld LLP	Attn: Michael S. Stamer, Esq.	One Bryant Park	Bank of America Tower	New York	NY	10036
Governmental Regulatory	Board of Equalization		PO Box 942879		Sacramento	CA	94279
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
IRS	Internal Revenue Service	Attn Susanne Larson	31 Hopkins Plz Rm 1150		Baltimore	MD	21201
Attorneys for Angelo, Gordon & Co., and Cross Ocean Partners	JONES DAY	Scott Greenberg	250 Vesey Street		New York	NY	10281
US Attorney	Office of the United States Attorney		1100 Commerce Street, 3rd Floor		Dallas	TX	75242
Securities and Exchange Commission	Securities and Exchange Commission	Jolene Wise	175 West Jackson Blvd	Suite 900	Chicago	IL	60604
Official Unsecured Creditors' Committee Member	Sikorsky Commercial, Inc.	c/o Brian Pelan	6 Corporate Drive		Shelton	CT	06484
In its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021	The Bank of New York Mellon	Attn: International Corporate Trust	101 Barclay Street, Floor 4 East		New York	NY	10286
Counsel for Lobo Leasing SPV A Limited	WHITE & CASE LLP	Richard S. Kebrdle	200 South Biscayne Boulevard, Suite 4900		Miami	FL	33131-2352

Exhibit C

Exhibit C

Contract Counterparties Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Province	Zip	Country
Export Development Canada	Laon Services/Asset Management	150 Slater St.		Ottawa		Ontario	K1A 1K3	Canada
Export-Import Bank of the United States	VP-Transportation Division	811 Vermont Avenue, NW		Washington	DC		20571	
Export-Import Bank of the United States	VP-Transportation Portfolio Management Division	811 Vermont Avenue, NW		Washington	DC		20571	
Hogan Lovells US LLP	Robert E. Cohn	555 13th St., NW		Washington	DC		20004	
Robert Wray PLLC	Geraldine R.S. Mataka	1150 Connecticut Ave., NW	Ste. 350	Washington	DC		20036	
SE Helicopter (12) LLC	Attn: Corporate Trust Services	c/o Wells Fargo Delaware Trust Company, National Association	919 North Market St., Ste. 1600	Wilmington	DE		19801	
Wilmington Trust Company	Corporate Trust Administration	1100 North Market St.		Wilmington	DE		19890	

Exhibit D

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

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

**NOTICE REGARDING (I) EXECUTORY CONTRACTS AND UNEXPIRED LEASES
RELATING TO AIRCRAFT EQUIPMENT TO BE ASSUMED OR ASSUMED AND
ASSIGNED, (II) PROPOSED CURE AMOUNTS, AND (III) RELATED PROCEDURES**

PLEASE TAKE NOTICE THAT:

1. **Executory Contracts and Unexpired Leases Relating to Aircraft Equipment to be Assumed or Assumed and Assigned.** Pursuant to Article VIII of the Third Amended Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors [Docket No. 1633] (as it may be amended, the “**Plan**”),¹ CHC Group Ltd. and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”) have filed the Amended Schedule of Assumed Aircraft Leases listing the executory contracts and unexpired leases relating to Aircraft Equipment (the “**Contracts**”) they intend to assume or assume and assign, as applicable. The Debtors may amend the Schedule of Assumed Aircraft Leases prior to 4:00 p.m. (Central Time) on the Business Day immediately prior to the commencement of the Confirmation Hearing in order to (i) add, delete, or reclassify any executory contract or unexpired lease or amend a proposed assignment and/or (ii) amend the Proposed Cure Amount (as defined below); *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 such schedules 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. Certain Contracts to which you or an affiliate are a party appear on the Schedule of Assumed Aircraft Leases (and thus are identified

¹ On December 20, 2016, the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) approved the Disclosure Statement (the “**Disclosure Statement**”) for the Plan for use by the Debtors in soliciting acceptances or rejections of the Plan [Docket No. 1382]. Copies of the Disclosure Statement, the Plan, the Plan Supplement, and the order approving the Disclosure Statement can be obtained by accessing the website established by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants LLC (“**KCC**”), at www.kccllc.net/chc.

Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Plan.

for assumption or assumption and assignment, as applicable), which is attached hereto as **Exhibit “A.”**²

2. **Proposed Cure Amounts.** Section 365(b)(1)(A) of the Bankruptcy Code requires that the Debtors cure or provide adequate assurance that they will promptly cure defaults under the Contracts at the time of assumption. The Debtors have determined the amounts required to cure any prepetition defaults under the Contracts (collectively, the “**Proposed Cure Amount**”) based on the Debtors’ books and records and related documents. **The Proposed Cure Amount for each executory contract or unexpired lease relating to Aircraft Equipment that is listed on the attached Exhibit “A” is zero.**

3. **Deadline to Respond to Proposed Cure Amount, Adequate Assurance of Future Performance, and Proposed Assumption or Assumption and Assignment.** If you object to the (i) Proposed Cure Amount, (ii) the ability of the Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption or assumption and assignment, each as specified on the attached Exhibit “A,” you must file with the Bankruptcy Court a written objection (a “**Treatment Objection**”) setting forth (i) the basis for such objection and (ii) the name and contact information of the person authorized to settle such objection, and serve the same on the following parties, so that such Treatment Objection is actually received no later than **4:00 p.m. (Central Time) on February 24, 2017** (the “**Treatment Objection Deadline**”):

- (i) The Debtors, CHC Group Ltd., 600 E. Las Colinas Blvd., Suite 1000 Irving, Texas 75039 (Attn: Hooman Yazhari);
- (ii) The special aircraft attorneys for the Debtors, Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022 (Attn: Jasmine Ball, Esq. and Richard F. Hahn, Esq.);
- (iii) The Attorneys for the Debtors; Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Gary T. Holtzer, Esq. and Kelly DiBlasi, Esq.) and Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, Texas 75201 (Attn: Stephen A. Youngman, Esq.);
- (iv) The Office of the United States Trustee for the Northern District of Texas, 1100 Commerce Street, Dallas, Texas 75242 (Attn: Meredyth A. Kippes, Esq.);
- (v) The attorneys for the Official Committee of Unsecured Creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Anupama Yerramalli, Esq., and Rachael Ringer, Esq.) and Gardere

² Receipt of this Notice is not an admission by the Debtors that any of the Contracts listed on Exhibit “A” are executory contracts or unexpired leases. Subject to the terms of the Plan, the Debtors reserve the right to assert that any of the Contracts listed on Exhibit “A” are not executory contracts or unexpired leases.

Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201 (Attn: Marcus Helt, Esq.); and

- (vi) The attorneys for the Ad Hoc Noteholder Group, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq., James Savin, Esq., Jason Rubin, Esq.).

Unless you properly and timely file and serve a Treatment Objection by the Treatment Objection Deadline with respect to a Contract identified on Exhibit "A," such Contract shall be deemed assumed (and, if applicable, assigned) as of the Effective Date of the Plan and the Proposed Cure Amount shall be the Cure Amount and shall be deemed to satisfy in full any obligations the Debtors might have with respect to such Contract(s) under section 365(b) of the Bankruptcy Code. To the extent you have more than one Contract identified on Exhibit "A," a Treatment Objection with respect to some, but not all, of your executory contracts or unexpired leases with the Debtors shall have no impact on the assumption, assumption and assignment or rejection of the other executory contracts and unexpired leases to which you are a party, and such executory contracts and unexpired leases may be deemed assumed, assumed and assigned or rejected notwithstanding such Treatment Objection in accordance with the provisions of the Plan.

4. **Consensual Resolution of Disputes.** The Debtors request that if you dispute the assumption or assumption and assignment, as applicable, of a Contract, or a Proposed Cure Amount, you should contact the Debtors' special aircraft counsel, Debevoise & Plimpton LLP, prior to the Treatment Objection Deadline to attempt to resolve such dispute consensually. The appropriate contact person at Debevoise & Plimpton LLP for such matters is Jasmine Ball at 212-909-6845. If such dispute cannot be resolved consensually prior to the Treatment Objection Deadline (as the same may be extended by agreement of the Debtors), you must file and serve a Treatment Objection as set forth in paragraph 3 above to preserve your right to object to the assumption or assumption and assignment, as applicable, or the Proposed Cure Amount.

5. **Hearing.** If you timely file and serve a Treatment Objection that is not otherwise resolved after a reasonable period of time, a hearing will be scheduled in accordance with Section 8.2(c) of the Plan. Unless the Bankruptcy Court expressly orders or the parties agree otherwise, if the Bankruptcy Court approves the assumption or assumption and assignment, as applicable, of your Contract(s) notwithstanding a Treatment Objection, the assumption or assumption and assignment, as applicable, of your Contract(s) shall be effective as of the Effective Date of the Plan.

6. **Reservation of Rights.** If you file a Treatment Objection with respect to any Contract listed on Exhibit "A," the Debtors and the Reorganized Debtors, as applicable, reserve the right to seek to reject such Contract at any time before the (i) assumption or assumption and assignment, as applicable, or (ii) Proposed Cure Amount with respect to such Contract is determined by a Final Order of the Bankruptcy Court.

7. **Payment of Cure Amount.** Any Cure Amount shall be paid as soon as reasonably practicable following the Effective Date of the Plan or entry of a separate Final Order approving the assumption or assumption and assignment, as applicable, of the respective Contract. Upon payment in full of the Cure Amount, any and all proofs of Claim based upon

such Contract(s) shall be deemed Disallowed and expunged without any further notice to or action by any party or order of the Bankruptcy Court.

Dated: February 9, 2017
New York, New York

/s/ Jasmine Ball

DEBEVOISE & PLIMPTON LLP

Jasmine Ball (*pro hac vice*)

Richard F. Hahn (*pro hac vice*)

919 Third Avenue

New York, New York 10022

Telephone: (212) 909-6000

Facsimile: (212) 909-6836

Email: jball@debevoise.com

rfhahn@debevoise.com

*Special Aircraft Attorneys for Debtors and
Debtors in Possession*

WEIL, GOTSHAL & MANGES LLP

Stephen A. Youngman (22226600)

200 Crescent Court, Suite 300

Dallas, Texas 75201

Telephone: (214) 746-7700

Facsimile: (214) 746-7777

Email: stephen.youngman@weil.com

-and-

Gary T. Holtzer (*pro hac vice*)

Kelly DiBlasi (*pro hac vice*)

767 Fifth Avenue

New York, New York 10153

Telephone: (212) 310-8000

Facsimile: (212) 310-8007

Email: gary.holtzer@weil.com

Kelly.dibiasi@weil.com

Attorneys for Debtors and Debtors in Possession

Exhibit E

Exhibit E

Contract Counterparties Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Element Capital Corp.	Chris Marshall, Corporate Secretary	161 Bay St., Ste. 4600	P.O. Box 621		Toronto	ON	M5J 2S1	Canada
Element Capital Corp.	Michel Biland, CFO	161 Bay St., Ste. 4600	P.O. Box 621		Toronto	ON	M5J 2S1	Canada
Macquarie Rotorcraft Leasing, Inc.	Contract Management Group	Two Embarcadero Center, Ste. 200			San Francisco	CA	94111	
Sikorsky Aircraft Corporation	Vice President - Contracts and Counsel	6900 Main Street			Stratford	CT	06497-9129	
Wells Fargo Bank Northwest, N.A.	Contract Management Group	c/o Macquarie Rotorcraft Leasing (Ireland) Limited	1st Floor, Connaught House	1 Burlington Rd.	Dublin 4			Ireland

Exhibit F

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

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

**NOTICE OF REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES RELATING TO AIRCRAFT EQUIPMENT AND RELATED PROCEDURES**

PLEASE TAKE NOTICE THAT:

1. **Executory Contracts and Unexpired Leases Relating to Aircraft Equipment to be Rejected.** Pursuant to Article VIII of the Third Amended Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors [Docket No. 1633] (as it may be amended, the “**Plan**”),¹ CHC Group Ltd. and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”) have filed the Amended Schedule of Rejected Aircraft Leases listing the executory contracts and unexpired leases relating to Aircraft Equipment (the “**Contracts**”) they intend to reject. The Debtors may amend the Schedule of Rejected Aircraft Leases prior to 4:00 p.m. (Central Time) on the Business Day immediately prior to the commencement of the Confirmation Hearing 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 such schedules 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. Certain Contracts to which you or an affiliate are a party appear on the Schedule of Rejected

¹ On December 20, 2016, the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) approved the Disclosure Statement (the “**Disclosure Statement**”) for the Plan for use by the Debtors in soliciting acceptances or rejections of the Plan [Docket No. 1382]. Copies of the Disclosure Statement, the Plan, the Plan Supplement, and the order approving the Disclosure Statement can be obtained by accessing the website established by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants LLC (“**KCC**”), at www.kccllc.net/chc.

Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Plan.

Aircraft Leases (and thus are identified for rejection) and are listed on **Exhibit “A,”** annexed hereto.²

2. **Deadline to Respond to Proposed Rejection.** If you object to the rejection of a particular Contract, you must file with the Bankruptcy Court a written objection (a **“Treatment Objection”**) setting forth (i) the basis for such objection and (ii) the name and contact information of the person authorized to settle such objection, and serve the same on the following parties, so that such Treatment Objection is actually received no later than **4:00 p.m. (Central Time) on February 24, 2017** (the **“Treatment Objection Deadline”**):

- (i) The Debtors, CHC Group Ltd., 600 E. Las Colinas Blvd., Suite 1000 Irving, Texas 75039 (Attn: Hooman Yazhari);
- (ii) The special aircraft attorneys for the Debtors, Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022 (Attn: Jasmine Ball, Esq. and Richard F. Hahn, Esq.);
- (iii) The attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Gary T. Holtzer, Esq. and Kelly DiBlasi, Esq.) and Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, Texas 75201 (Attn: Stephen A. Youngman, Esq.);
- (iv) The Office of the United States Trustee for the Northern District of Texas, 1100 Commerce Street, Dallas, Texas 75242 (Attn: Meredyth A. Kippes, Esq.);
- (v) The attorneys for the Official Committee of Unsecured Creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Anupama Yerramalli, Esq., and Rachael Ringer, Esq.) and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201 (Attn: Marcus Helt, Esq.); and
- (vi) The attorneys for the Ad Hoc Noteholder Group, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq., James Savin, Esq., Jason Rubin, Esq.).

Unless you properly and timely file and serve a Treatment Objection by the Treatment Objection Deadline with respect to a Contract identified on Exhibit “A,” such Contract shall be deemed rejected as of the Effective Date of the Plan. To the extent you have more than one Contract identified on Exhibit “A,” a Treatment Objection with respect to some, but not all, of your executory contracts or unexpired leases with the Debtors shall have no impact on the rejection, assumption or assumption and assignment of the other executory contracts and unexpired leases

² Receipt of this Notice is not an admission by the Debtors that any of the Contracts listed on Exhibit “A” are executory contracts or unexpired leases. Subject to the terms of the Plan, the Debtors reserve the right to assert that any of the Contracts listed on Exhibit “A” are not executory contracts or unexpired leases.

to which you are a party, and such executory contracts and unexpired leases may be deemed rejected, assumed or assumed and assigned notwithstanding such Treatment Objection in accordance with the provisions of the Plan.

3. **Consensual Resolution of Disputes.** The Debtors request that if you dispute the rejection of a Contract, you should contact the Debtors' special aircraft counsel, Debevoise & Plimpton LLP, prior to the Treatment Objection Deadline to attempt to resolve such dispute consensually. The appropriate contact person at Debevoise & Plimpton LLP for such matters is Jasmine Ball at 212-909-6845. If such dispute cannot be resolved consensually prior to the Treatment Objection Deadline (as the same may be extended by agreement of the Debtors), you must file and serve a Treatment Objection as set forth in paragraph 2 above to preserve your right to object to the rejection of such Contract(s).

4. **Hearing.** If you timely file and serve a Treatment Objection that is not otherwise resolved after a reasonable period of time, a hearing will be scheduled in accordance with Section 8.2(c) of the Plan. Unless the Bankruptcy Court expressly orders or the parties agree otherwise, if the Bankruptcy Court approves the rejection of your Contract(s) notwithstanding a Treatment Objection, the rejection of your Contract(s) shall be effective as of the Effective Date of the Plan.

5. **Reservation of Rights.** If you file a Treatment Objection with respect to any Contract listed on Exhibit "A," the Debtors and the Reorganized Debtors, as applicable, reserve the right to seek to reclassify the proposed treatment of such Contract at any time before the rejection with respect to such Contract is determined by Final Order of the Bankruptcy Court.

6. **Rejection Claims.** You must file a proof of claim with the Debtors' claims and noticing agent, KCC, for any claim arising from the rejection of a Contract (a "**Rejection Claim**") no later than **4:00 p.m. (Pacific Time)** on the date that is **thirty (30) days after entry of an order of the Bankruptcy Court approving the rejection of such Contract** (the "**Rejection Bar Date**") at the following address:³

CHC Group Claims Processing Center
c/o Kurtzman Carson Consultants, LLC
2335 Alaska Avenue
El Segundo, California 90245

³ Official Form B410 can be found at www.uscourts.gov/forms/bankruptcy-forms/proof-claim-0 or <http://www.kccllc.net/chc>.

The following procedures for the filing of proofs of claim shall apply:

- (i) Proofs of claim must conform substantially to the Official Bankruptcy Form B410 (“**Official Form B410**”);
- (ii) Proofs of claim must set forth with specificity the legal and factual basis for the alleged claim;
- (iii) Proofs of claim may not be delivered by facsimile, telecopy, or electronic transmission;
- (iv) Proofs of claim shall be deemed timely filed only if **actually received** by KCC on or before the applicable Rejection Bar Date;
- (v) Proofs of claim must (i) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant; (ii) include supporting documentation for the claim (if voluminous, attach a summary) or an explanation as to why such documentation is not available; (iii) be written in the English language; and (iv) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); and
- (vi) Proofs of claim must specify by name and case number the Debtor against which the proof of claim is filed. If you are asserting a claim against more than one Debtor, separate proofs of claim must be filed against each such Debtor and you must identify on your proof of claim the specific Debtor and case number against which your claim is asserted.

7. **Consequences of Failure to File a Proof of Claim.** Any holder of a Rejection Claim that fails to timely file a proof of claim in the appropriate form will be forever barred from asserting such Rejection Claim against the Debtors and their chapter 11 estates and from participating in any distribution in the Debtors’ cases on account of such Rejection Claim.

A holder of a possible Rejection Claim against the Debtors should consult an attorney if such holder has any questions regarding this Notice, including whether the holder should file a proof of claim.

Dated: February 9, 2017
New York, New York

/s/ Jasmine Ball

DEBEVOISE & PLIMPTON LLP

Jasmine Ball (pro hac vice)
Richard F. Hahn (pro hac vice)
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Email: jball@debevoise.com
rfhahn@debevoise.com

Special Aircraft Attorneys for Debtors and Debtors in Possession

WEIL, GOTSHAL & MANGES LLP

Stephen A. Youngman (22226600)
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777
Email: stephen.youngman@weil.com

-and-

Gary T. Holtzer (pro hac vice)
Kelly DiBlasi (pro hac vice)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: gary.holtzer@weil.com
Kelly.diblas@weil.com

Attorneys for Debtors and Debtors in Possession