



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

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The following constitutes the ruling of the court and has the force and effect therein described.

Signed January 6, 2017

Barbara J. Houser
United States Bankruptcy Judge

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

DALLAS DIVISION

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

**FINAL ORDER (I) AUTHORIZING THE DEBTORS
TO UTILIZE CASH COLLATERAL AND (II) GRANTING ADEQUATE
PROTECTION TO THE PREPETITION SECURED PARTIES PURSUANT
TO SECTIONS 105, 361, 362, 363, AND 507 OF THE BANKRUPTCY CODE**

Upon the Motion, dated May 5, 2016 (the “**Motion**”),¹ of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), for an order pursuant to sections 105, 361, 362, 363 and 507 of title 11 of the United

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

States Code (the “**Bankruptcy Code**”) and Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) seeking:

- (a) authorization for the Debtors, pursuant to sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, to provide adequate protection to the Prepetition Secured Parties (as defined below) under:
 - (1) Credit Agreement, dated as of January 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Revolving Credit Agreement**” and, together with all agreements and documents delivered pursuant thereto or in connection therewith, including, but not limited to, any and all collateral and security documents, each as amended, restated, supplemented or otherwise modified, the “**Revolving Facility Documents**”) by and among, *inter alios*, CHC SA and the other borrowers party thereto, with the lenders and issuing banks party thereto from time to time (collectively, the “**Revolving Facility Lenders**”), HSBC Bank PLC, as administrative agent (the “**Revolving Facility Administrative Agent**”), and HSBC Corporate Trustee Company (UK) Limited, as collateral agent (together with the Revolving Facility Lenders and the Revolving Facility Administrative Agent, the “**Revolving Facility Secured Parties**”), pursuant to which the Revolving Facility Lenders made a \$375 million revolving credit facility available to the borrowers (the “**Revolving Facility**”), and
 - (2) Indenture, dated as of October 4, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Senior Secured Notes Indenture**” and, together with all agreements and documents delivered pursuant thereto or in connection therewith, including, but not limited to, any and all collateral and security documents, each as amended, restated, supplemented, or otherwise modified from time to time, the “**Senior Secured Notes Documents**” and, together with the Revolving Facility Documents, the “**Prepetition Debt Documents**”), by and among CHC SA, as issuer, The Bank of New York Mellon, as indenture trustee (in such capacity, the “**Senior Secured Notes Indenture Trustee**” and, together with the Revolving Facility Administrative Agent, the “**Agents**”), and HSBC Corporate Trustee Company (UK) Limited, as collateral agent (together with the Senior Secured Notes Indenture Trustee and the Senior Secured Noteholders, the “**Senior Secured Notes Secured Parties**” and, together with the Revolving Facility Secured Parties, the “**Prepetition Secured Parties**”), pursuant to which CHC Helicopter SA issued 9.250% Senior Secured Notes due 2020 in the original aggregate principal amount of

\$1.30 billion (the “**Senior Secured Notes**,” and the holders of such notes, the “**Senior Secured Noteholders**”), and

- (3) Credit Agreement, dated as of June 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**” and, together with all agreements and documents delivered pursuant thereto or in connection therewith, including, but not limited to, any and all collateral and security documents, each as amended, restated, supplemented or otherwise modified from time to time, the “**ABL Facility Documents**”), with the lenders and issuing banks party thereto from time to time (collectively, the “**ABL Lenders**”), and Morgan Stanley Senior Funding, Inc., as administrative agent (the “**ABL Facility Administrative Agent**”), BNP Paribas SA., as collateral agent (the “**ABL Facility Collateral Agent**”), pursuant to which the ABL Lenders have made available to the borrowers thereunder, a senior secured non-amortizing asset based revolving credit facility (the “**ABL Facility**”);
- (b) authorization for the Debtors, pursuant to sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, to use “cash collateral” (as defined in section 363(a) of the Bankruptcy Code, “**Cash Collateral**”), and to use all other Prepetition Collateral (as defined below);
- (c) to schedule, pursuant to Bankruptcy Rule 4001, an interim hearing (the “**First Interim Hearing**”) on the Motion to be held before this Court to consider entry of an interim order (the “**First Interim Order**”) and a Final Order (as defined below) authorizing the Debtors to use the Prepetition Collateral (as defined below), including Cash Collateral;
- (d) to schedule, pursuant to Bankruptcy Rule 4001, a final hearing (the “**Final Hearing**”) for this Court to consider entry of a final order (the “**Final Order**”) authorizing the Debtors on a final basis to continue to use the Prepetition Collateral (as defined below), including Cash Collateral, and authorizing and approving the relief requested in the Motion to become effective pursuant to the Final Order; and
- (e) waiver of any applicable stay with respect to the effectiveness and enforceability of the interim order or the Final Order (including a waiver pursuant to Bankruptcy Rule 6004(h)).

Notice of the First Interim Hearing having been given in the manner set forth in the Motion; and the First Interim Hearing having been held by this Court on May 6, 2016; and the First Interim Order granting on an interim basis the relief sought in the Motion having been

entered by the Court on May 7, 2016 [Docket No. 61]; and the second interim order (the “**Second Interim Order**”) granting on a further interim basis the relief sought in the Motion having been entered by the Court on June 8, 2016 [Docket No. 274]; and the third interim order (the “**Third Interim Order**”) granting on a further interim basis the relief sought in the Motion having been entered by the Court on July 8, 2016 [Docket No. 570]; and the fourth interim order (the “**Fourth Interim Order**”) granting on a further interim basis the relief sought in the Motion having been entered by the Court on August 9, 2016 [Docket No. 734]; and the fifth interim order (the “**Fifth Interim Order**”) granting on a further interim basis the relief sought in the Motion having been entered by the Court on September 2, 2016 [Docket No. 831]; and the sixth interim order (the “**Sixth Interim Order**”) granting on a further interim basis the relief sought in the Motion having been entered by the Court on September 23, 2016 [Docket No. 906]; and the seventh interim order (the “**Seventh Interim Order**”) granting on a further interim basis the relief sought in the Motion having been entered by the Court on October 21, 2016 [Docket No. 1045]; and the eighth interim order (the “**Eighth Interim Order**”) granting on a further interim basis the relief sought in the Motion having been entered by the Court on November 7, 2016 [Docket No. 1146]; and the ninth interim order (the “**Ninth Interim Order**”) granting on a further interim basis the relief sought in the Motion having been entered by the Court on December 6, 2016 [Docket No. 1292]; and the tenth interim order (the “**Tenth Interim Order,**” and together with the First Interim Order, Second Interim Order, Third Interim Order, Fourth Interim Order, Fifth Interim Order, Sixth Interim Order, Seventh Interim Order, Eighth Interim Order, Ninth Interim Order and the Final Order, the “**Orders**”); and notice of the Final Hearing having been given in the manner set forth in the Tenth Interim Order and the Final Hearing having been held by this Court on January 6, 2017. The Debtors entered into the Plan Support

Agreement, dated October 11, 2016 (the “**Plan Support Agreement**”), and as the same may be amended from time to time, by and among the Debtors and the Consenting Creditor Parties (as defined in the Plan Support Agreement) pursuant to which the parties thereto, among other things, agreed to support a restructuring of the Debtors through a plan of reorganization consistent with the terms and conditions of the Term Sheets (as defined in the Plan Support Agreement), attached as exhibits to the Plan Support Agreement; and upon the entry into the Backstop Agreement, dated October 11, 2016 (the “**Backstop Agreement**”), and as the same may be amended from time to time, by and among the Debtors and the Backstop Parties (as defined in the Plan Support Agreement) pursuant to which those certain creditor parties committed to backstop the Rights Offering (as defined in the Plan Support Agreement); and upon the entry into the Term Sheet Regarding Restructuring of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated October 11, 2016 (the “**Milestone Term Sheet**”), and as the same may be amended from time to time, pursuant to which the Milestone Parties (as defined in the Plan Support Agreement) provided for a consensual restructuring of existing leasing arrangements (including returning certain aircraft), the lease of additional aircraft, and a new \$150 million asset backed debt facility; and upon the entry of the Order approving the Debtors’ Motion for an Order Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6004 and 9019 Authorizing Debtors to Enter Into and Approving Plan Support Agreement, Backstop Agreement, and Milestone Term Sheet having been entered by the Court on December 20, 2016 [Docket No. 1381]; and upon the entry into the Summary of Terms and Conditions, dated October 26, 2016 (the “**ABL Term Sheet**”) by and among the CHC Parties and the Lender Parties (each term as defined in the ABL Term Sheet) pursuant to which the parties thereto, among other things, agreed to a consensual restructuring of

the Existing Operative Documents and the Aircraft (including abandoning certain of the Aircraft) (each term as defined in the ABL Term Sheet).

Upon the record made by the Debtors at the Interim Hearings and Final Hearing and upon the Declaration of Robert Del Genio In Support of the Debtors' Chapter 11 Petitions and First Day Relief; and this Court having heard and resolved or overruled all objections to the relief requested in the Motion; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and after due deliberation and consideration and sufficient cause appearing therefor,

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *The Motion.* The Motion is granted on a final basis as set forth herein. Any objection to the Motion to the extent not withdrawn or resolved is hereby overruled.

2. *Jurisdiction.* This Court has core jurisdiction over the chapter 11 cases commenced on May 5, 2016 (the "**Petition Date**"), the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. *Notice.* Notice of the Motion, the relief requested therein, and the Final Hearing was served on (i) the Office of the United States Trustee for the Northern District of Texas (the "**U.S. Trustee**"), (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors (the "**Creditors' Committee**"), (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of

certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020 (the “**Ad Hoc Noteholder Group**”), (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the ABL Facility Administrative Agent, (vi) Holland & Knight LLP, 10 Saint James Avenue, Boston, MA 02116 (Attn: Kenneth E. Noble, Esq.), counsel to ABL Facility Collateral Agent, (vii) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as Senior Secured Notes Indenture Trustee, (viii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021, (ix) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the Senior Secured Notes Indenture Trustee, (x) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021, (xi) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279, (xii) the Securities and Exchange Commission, (xiii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xiv) the Internal Revenue Service, and (xv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002.

4. *Prepetition Revolver and Secured Notes Collateral.* The Revolving Facility Administrative Agent and the Senior Secured Notes Indenture Trustee have asserted that the obligations under the Revolving Credit Agreement and the Senior Secured Notes are secured in

accordance with the terms of certain local law security documents, pursuant to which the obligors under the Revolving Credit Agreement and the obligors under the Senior Secured Notes granted first priority *pari passu* liens² on certain categories of their respective assets, including, accounts receivables, aircraft and related assets, bank accounts, shares of capital stock, and other real and personal property, in each case located in certain jurisdictions and subject to the parameters set forth in the Revolving Facility Documents and Senior Secured Notes Documents (the “**Prepetition Collateral**”) in favor of HSBC Corporate Trustee Company (UK) Limited, which was appointed to act as agent and trustee (in such capacity, the “**Revolving and Secured Notes Collateral Agent**”) for the benefit of the Revolving Facility Secured Parties and the Senior Secured Notes Secured Parties under the terms of that certain Collateral Agent and Administrative Agent Appointment Deed, dated as of October 4, 2010, among the Revolving Facility Administrative Agent, the Senior Secured Notes Indenture Trustee, the grantors party thereto, the lenders and arrangers party thereto, and the Revolving and Secured Notes Collateral Agent.

5. As of the Petition Date, the Revolving Facility Administrative Agent and the Senior Secured Notes Indenture Trustee assert that approximately \$328.3 million and \$1.067 billion in aggregate principal amount was outstanding under the Revolving Facility Secured Documents (the “**Revolving Facility Secured Obligations**”) and Senior Secured Notes Documents (the “**Senior Secured Notes Obligations**” and together with the Revolving Facility Secured Obligations, the “**Prepetition Obligations**”), respectively.

² The *pari passu* liens granted to the Revolving Facility Secured Parties and the Senior Secured Notes Secured Parties are governed by that certain Intercreditor Agreement, dated October 4, 2010, as amended from time to time, between the Revolving Facility Administrative Agent, on behalf of the Revolving Facility Secured Parties, and the Senior Secured Notes Indenture Trustee, on behalf of the Senior Secured Notes, among others (the “**Intercreditor Agreement**”).

6. *Prepetition ABL Collateral.* The ABL Facility Administrative Agent and the ABL Facility Collateral Agent (collectively, the “**ABL Agents**”) have asserted that pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of June 12, 2015, by and among Debtor CHC Cayman ABL Holdings Ltd., Debtor CHC Cayman ABL Borrower Ltd. and the ABL Facility Collateral Agent, and certain other security documents, Debtor CHC Cayman ABL Holdings Ltd. and Debtor CHC Cayman ABL Borrower Ltd. have granted security interests in substantially all of their respective assets, including aircraft and related assets, in favor of the ABL Facility Collateral Agent to secure the obligations under the ABL Facility, subject to the exceptions specified in the ABL Facility Documents (the “**Prepetition ABL Collateral**”).

7. *The Unencumbered Cash.* As of the Petition Date, the Debtors and non-debtor entities, on a consolidated basis, held approximately \$277.2 million of cash in various bank accounts worldwide (the “**Beginning Cash Balance**”). Of this amount, as of the Petition Date, Debtor CHC Cayman Investments I Ltd. held approximately \$142.7 million of unencumbered cash (the “**CHC Cayman Unencumbered Cash**”) in an account at Bank of America (London branch) (the “**Bank of America Account**”), which constitutes proceeds of a draw from the Revolving Facility. In addition, certain non-debtor entities that are not obligors under the Revolving Facility, Senior Secured Notes, or ABL Facility³ held approximately \$90.1 million of cash in various jurisdictions (the “**Non-Debtor Unencumbered Cash**” and, together with the CHC Cayman Unencumbered Cash, the “**Unencumbered Cash**”). The Debtors assert that the Non-Debtor Unencumbered Cash also is unencumbered. Accordingly, as of the Petition Date, the Debtors assert that at least \$232.8 million of the Beginning Cash Balance constitutes

³ The ABL Facility is the senior secured non-amortizing asset based revolving facility provided by the Lender Parties (as such term is defined in the ABL Term Sheet).

Unencumbered Cash, which is not subject to any prepetition lien or security interest held by the Agents. The Debtors, the Creditors' Committee and the Prepetition Secured Parties reserve all rights to challenge and/or defend the assertion that the Unencumbered Cash is not subject to any prepetition lien or security interests held by the Agents.

8. *The Encumbered Cash.* The Debtors assert that, as of the Petition Date, approximately \$30.5 million of cash in the Beginning Cash Balance may be subject to prepetition liens or security interests asserted by the Agents (the "**Asserted Encumbered Cash**"). In addition, approximately \$13.8 million of cash is classified as "restricted cash" that is held by Debtor and non-debtor entities (the "**Restricted Cash**"). The Restricted Cash consists primarily of contract deposits and customer pre-payments, and such cash cannot be accessed by the Debtors for general operating purposes. The Debtors and the Creditors' Committee reserve all of their respective rights with respect to the Asserted Encumbered Cash, including, without limitation, whether such cash constitutes Prepetition Collateral and the Prepetition Secured Parties reserve all rights to defend the assertion that the Asserted Encumbered Cash is subject to prepetition liens or security interests held by one or more Agents.

9. *Forecast.* Attached hereto as **Exhibit A** is a 24-week cash flow forecast setting forth all projected cash receipts and cash disbursements on a weekly basis (as may be revised from time to time, the "**Forecast**"). The Forecast includes and contains the Debtors' reasonable estimate of all operational receipts and all operational disbursements, fees, costs, and other expenses that will be payable, incurred, and/or accrued by any of the Debtors during the period covered by the Forecast and that such operational disbursements, fees, costs, and other expenses will be timely paid in the ordinary course of business pursuant to and in accordance with the Forecast unless such operational disbursements, fees, costs, and other expenses are not incurred

or otherwise payable. Based on the exercise of their prudent business judgment, the Debtors reasonably believe that the Forecast is achievable and will allow the Debtors to operate in the chapter 11 cases and pay postpetition administrative expenses as they come due. Absent further order of the Court, the Debtors will not make disbursements in excess of 115% of the aggregate of the disbursements set forth on **Exhibit A**.

10. Every other week, on the fifth business day of such week, the Debtors shall deliver to the Agents, the advisors to the Ad Hoc Noteholder Group, and the Creditors' Committee, a revised Forecast of projected cash receipts and cash disbursements, including identification of debtor/non-debtor and obligor/non-obligor cash accounts (the "**Revised Forecast**"). Five business days following the delivery of the Revised Forecast, the Debtors shall deliver to the Agents, the advisors to the Ad Hoc Noteholder Group, and the Creditors' Committee, a variance report comparing actual cash receipts and disbursements of the Debtors with the receipts and disbursements in the first two weeks of the latest delivered Revised Forecast.

11. *Findings Regarding the Use of Cash Collateral and Prepetition Collateral.*

- (a) Good cause has been shown for the entry of this Final Order.
- (b) The Debtors need to continue to use the Prepetition Collateral to, among other things, conduct their business operations, generate revenue, and preserve the going concern value of the Debtors. The Debtors have a need to use the Cash Collateral to, among other things, preserve and maintain the going concern value of the Debtors, absent which immediate and irreparable harm will result to the Debtors, their estates and their creditors.
- (c) The terms and conditions for the use of the Prepetition Collateral pursuant to the Final Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration. The use of the Prepetition Collateral in accordance with the terms and conditions of the Final Order is in the best interest of the Debtors' estates.

12. Authorization of Use of Cash Collateral and Prepetition Collateral.

- (a) The Debtors are hereby authorized to use the Prepetition Collateral, including Cash Collateral, through and including the Termination Date (as defined in paragraph 18 below) in accordance with the Forecast and the terms and conditions of this Final Order and the Plan Support Agreement. This includes using the Prepetition Collateral, including Cash Collateral, for (i) providing funding to affiliates (whether Debtors or non-Debtors), consistent with prepetition practices as set forth in the Cash Management Motion (as defined below); (ii) conducting their operations and generating revenue in the chapter 11 cases, subject to the terms and conditions of this Final Order; (iii) working capital purposes; (iv) other general corporate purposes; (v) the satisfaction of the costs and expenses of administering the chapter 11 cases, including payment of any prepetition obligations that are necessary to preserve the value of the estates, as further described in each of the Debtors' first day motions; and (vi) certain adequate protection payments to the Agents and the Prepetition Secured Parties, as provided herein.

13. *Entitlement to Adequate Protection.* The Agents and the Prepetition Secured Parties are entitled, pursuant to sections 361, 363(c)(2) and 363(e) of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, in an amount equal to the aggregate diminution or other decline in value, if any, of the applicable Agent's or Prepetition Secured Party's interest in the Prepetition Collateral (including the Cash Collateral) from and after the Petition Date resulting from the use, sale, or lease by the Debtors of the Prepetition Collateral and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (such diminution in value, the "**Adequate Protection Obligations**" or the "**Diminution**"). Notwithstanding anything to the contrary herein, the Agents and the Prepetition Secured Parties are not receiving any adequate protection of their interests in the Prepetition Collateral pursuant to the Final Order in an amount over and above the amount equal to the Diminution.

14. *Adequate Protection Claims and Liens.* As adequate protection, the Prepetition Secured Parties are hereby granted the following claims, liens, rights and benefits, provided, however, that the adequate protection claims, liens, rights and benefits shall only be available to

the Prepetition Secured Parties and the Prepetition Secured Parties may only make a claim on account of such rights and benefits to the extent any Diminution or Adequate Protection Obligations arise with respect to the Debtors' use of the Cash Collateral and/or Prepetition Collateral from and after the Petition Date through the Termination Date:

- (a) Section 507(b) Claim. The Adequate Protection Obligations due to the Prepetition Secured Parties shall constitute joint and several superpriority claims in the amount of the Diminution, if any, against the Debtors as provided in section 507(b) of the Bankruptcy Code, with priority in payment over any and all unsecured claims and administrative expense claims against the Debtors, now existing or hereafter arising, of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including without limitation, sections 105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 726, 1113 or 1114, and shall at all times be senior to the rights of the Debtors and any successor trustee or any creditor in the chapter 11 cases or any subsequent proceedings under the Bankruptcy Code (the "**507(b) Claim**"), subject and subordinate only to the Carve Out (as defined in paragraph 14(c) below).
- (b) Adequate Protection Liens. As security for the Adequate Protection Obligations, effective as of the Petition Date and perfected without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or the possession or control by the Agents of any Adequate Protection Collateral (as defined below), the following security interests and liens are hereby granted to the Agents for the benefit of the Prepetition Secured Parties for and to the extent of the Diminution, if any (all property identified in clause (1) and (2) below being collectively referred to as the "**Adequate Protection Collateral**"), subject only to the Carve Out (as defined in paragraph 14(c) below) (all such liens and security interests, the "**Adequate Protection Liens**"):
 - (1) First Priority on Certain Unencumbered Property. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-voidable first priority additional and replacement lien on, and security interest in (i) the CHC Cayman Unencumbered Cash in the Bank of America Account and (ii) all other previously unencumbered property (including, for the avoidance of doubt, all property not subject to a valid, binding, continuing, enforceable, fully perfected and non-avoidable lien), whether now owned or hereafter acquired or existing and wherever located, of each Debtor and each Debtor's estate (as created pursuant to section 541(a) of the

Bankruptcy Code), of any kind or nature whatsoever, real or personal, tangible or intangible, and now existing or hereafter acquired or created, including, without limitation, all cash accounts, inventory, goods, aircraft, leases, contract rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, machinery and equipment, all of the issued and outstanding stock of each Debtor, other equity or ownership interests held by a Debtor, including equity interests in subsidiaries and non-wholly-owned subsidiaries or affiliates, money investment property, causes of action (including causes of action arising under section 549 of the Bankruptcy Code and any related action thereto under section 550 of the Bankruptcy Code in each case that relates to a transfer of an asset of the estate that constitutes Prepetition Revolver and Secured Notes Collateral or Adequate Protection Collateral (“**Section 549 Actions**”)), Cash Collateral, and all cash and non-cash proceeds, rents, products, substitutions, accessions, and profits of any of the collateral described above. Notwithstanding the foregoing, no Adequate Protection Liens shall be provided on any Avoidance Actions⁴ (other than Section 549 Actions) or proceeds or property thereof and such Avoidance Actions (other than Section 549 Actions) or proceeds or property thereof shall remain unencumbered.

- (2) Junior Liens on Certain Property. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable additional and replacement junior priority lien on, and security interest in all property, whether now owned or hereafter acquired or existing and wherever located, of each Debtor and each Debtor’s estate (as created pursuant to section 541(a) of the Bankruptcy Code), of any kind or nature whatsoever, real or personal, tangible or intangible, and now existing or hereafter acquired or created, including, without limitation, all cash accounts, inventory, goods, aircraft, leases, contract rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance

⁴ Avoidance Actions shall mean: any and all actual or potential Claims and Causes of Action to avoid a transfer of property or an obligation incurred by any of the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502(d), 544, 545, 547, 548, 549, 550, 551, 553(b), and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law.

proceeds, letters of credit, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, machinery and equipment, all of the issued and outstanding stock of each Debtor, other equity or ownership interests held by a Debtor, including equity interests in subsidiaries and non-wholly-owned subsidiaries or affiliates, money investment property, causes of action, Cash Collateral, and all cash and non-cash proceeds, rents, products, substitutions, accessions, and profits of any of the collateral described above, that is subject to (x) valid and non-avoidable liens in existence immediately prior to the Petition Date or (y) valid and non-avoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by Section 546(b) of the Bankruptcy Code, which valid, perfected and non-avoidable liens are senior in priority to the security interests and liens in favor of the Prepetition Secured Parties.

- (3) No other liens or security interests shall be granted pursuant to the Final Order. For the avoidance of doubt, the Adequate Protection Liens granted herein shall not prime (x) any valid, perfected and non-avoidable liens and security interests in existence as of the Petition Date or (y) valid and non-avoidable liens and security interests in existence as of the Petition Date that are perfected after the Petition Date as permitted by Section 546(b) of the Bankruptcy Code.
- (c) For purposes hereof, the “**Carve Out**” shall mean following the Termination Date: (i) all statutory fees required to be paid by the Debtors to the Clerk of the Bankruptcy Court and to the Office of the U.S. Trustee in such amounts as agreed to by the U.S. Trustee or as determined by order of the Court under section 1930(a) of title 28 of the United States Code; (ii) the reasonable fees and expenses up to \$50,000 incurred by a trustee appointed in the Debtors’ cases under section 726(b) of the Bankruptcy Code; (iii) all accrued and unpaid reasonable fees, disbursements, costs, and expenses (the “**Professional Fees**”) incurred by professionals or professional firms retained by the Debtors or their estates pursuant to sections 327, 328, or 363 of the Bankruptcy Code and any statutory committee (the “**Statutory Committee**”) appointed in the chapter 11 cases pursuant to section 1103 of the Bankruptcy Code (collectively, the “**Professionals**”), which Professional Fees (x) are allowed by this Court or another court of competent jurisdiction at any time and (y) were incurred (regardless of when invoiced or applied for) before or on the first business day following delivery by any of the Agents or the Ad Hoc Noteholder Group to counsel to the Debtors, the U.S. Trustee, and counsel to any Committee of a written notice (the “**Carve Out Notice**”), which notice may be delivered at any time following the occurrence of a Termination Date or Termination Event (each as defined

in paragraph 18 below) stating that the Termination Date has occurred or a Termination Event has occurred; and (iv) the Professional Fees allowed by this Court or another court of competent jurisdiction in an aggregate amount not exceeding \$4 million, which Professional Fees are incurred by the Professionals after the first business day following delivery by each of the Agents of the Carve Out Notice in accordance with the immediately preceding clause; provided that, without prejudice to the rights of the Professionals or the Debtors to contest any such objection, nothing in this Final Order shall be construed to impair the ability of any party to object to any fees, expenses, reimbursements, or compensation sought by any such Professionals.

- (d) The Debtors shall continue to maintain and insure the Prepetition Collateral in the ordinary course of business pursuant to the Debtors' prepetition practices.

15. *Fees and Expenses.* As additional adequate protection, the Debtors are authorized to pay through the Termination Date, in accordance with this paragraph, within two (2) business days following fifteen (15) days after delivery of an invoice describing in reasonable detail (redacted for privilege and work product), the reasonable and documented fees and expenses incurred through the Termination Date (regardless of when invoiced) of one legal counsel, one domestic local counsel, one local counsel in each foreign jurisdiction as required, and one financial advisory firm for (i) each of the Agents (including the financial advisory firm to counsel to the Revolving Facility Administrative Agent, Alvarez & Marsal Securities, LLC (“**A&M**”), which, pursuant to its engagement letter agreement, provides for, *inter alia*, a monthly fee of \$150,000 and a cash fee of \$1,000,000 (the “**Completion Fee**”) payable, in accordance with its engagement letter, upon “the closing of any transaction in which the Indebtedness (as defined in the Credit Agreement) is refinanced or repaid or upon the closing of any Restructuring Transaction (as defined in the A&M engagement letter),” (ii) the collateral agent for the Revolving Facility and the Senior Secured Notes, and (iii) the Ad Hoc Noteholder Group (including Akin Gump Strauss Hauer & Feld LLP, Houlihan Lokey Capital Inc., Walkers (Cayman local counsel), and Cassel Brock & Bardwell LLP (Canadian local counsel). None of

the fees, costs, expenses or other amounts payable pursuant to this paragraph shall be subject to separate approval by this Court (but this Court shall resolve any dispute as to the reasonableness of any such fees, costs and expenses), and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto; provided that the Debtors shall submit copies of the Agents' respective legal counsels' and financial advisors' invoices to the U.S. Trustee and any Statutory Committee, and the Debtors, the U.S. Trustee and any Statutory Committee shall have ten (10) days following their receipt of such invoices to object to the reasonableness of the fees and expenses included in any such invoice, including the Completion Fee. The invoices for such invoiced fees shall include the number of hours billed by each professional (except for financial advisors compensated on other than an hourly basis) and a reasonably detailed description of services provided and the expenses incurred by the applicable professional; provided, however, that any such invoice may be redacted to protect privileged, confidential or proprietary information. If any such objection is not resolved within ten (10) days after such objection is interposed, a hearing with respect thereto shall be conducted at a regularly scheduled omnibus hearing in the chapter 11 cases, provided that the Debtors shall pay any undisputed portion of such fees, costs and expenses on the first Thursday following fifteen (15) days after the initial presentment to the Debtors of such invoice.

16. *Payment Protocol.* Other than the payment of professional fees pursuant to paragraphs 14(c) and 15 of this Final Order, payments of any amounts for adequate protection, fees and expenses, or any other payments made pursuant to the Final Order for the benefit of the Revolving Facility Lenders or the Senior Secured Notes Secured Parties shall be paid to the Revolving and Secured Notes Collateral Agent in accordance with the Intercreditor Agreement.

17. *Cash Management.* The Debtors shall maintain their cash management arrangements in a manner consistent with that described in the Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Continue their Existing Cash Management System, (B) Continue Existing Intercompany Transactions, (C) Maintain Existing Bank Accounts and Business Forms, and (D) Honor Certain Prepetition Obligations Relating to the Use of the Cash Management System, and (II) Granting Extension of Time to Comply With, and Waiver of, Requirements of Section 345(b) of the Bankruptcy Code Pursuant to Sections 105(a), 363(c) and 345(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004 (the “**Cash Management Motion**”) and any corresponding order of the Court.

18. *Termination.* The Debtors’ right to use the Cash Collateral pursuant to this Final Order shall terminate (the date of any such termination, the “**Termination Date**”) without further notice or court proceeding upon the occurrence of any of the events set forth below (each event, a “**Termination Event**”): (a) the earlier of (i) the effective date of the *First Amended Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors* [Docket No. 1285] (as the same may be amended from time to time, the “**Plan**”) and (ii) fourteen (14) days after the date on which the Plan Support Agreement is terminated pursuant to its terms; (b) the reversal, vacatur or, modification or stay of the Orders in any manner materially adverse to the Agents or the Prepetition Secured Parties, without the prior written consent of each of the Agents and the Ad Hoc Noteholder Group (such consent to be provided in such party’s sole discretion); (c) the entry by the Court of an interim or final order authorizing postpetition financing by the Debtors whereby any Debtor shall create or incur any claim which is *pari passu* with or senior to any Adequate Protection Liens or 507(b) Claims granted under this Final Order (the “**DIP Order**”), provided, however, that while the Debtors are party to the Plan Support Agreement, the Debtors

will not seek entry of a DIP Order without the prior written consent of each of the Agents and the Ad Hoc Noteholder Group (such consent to be provided in such party's sole discretion); (d) the entry by the Court of an order (i) dismissing any of the Debtors' chapter 11 cases, (ii) converting any of the Debtors' chapter 11 cases to a case under chapter 7 of the Bankruptcy Code or (iii) appointing a chapter 11 trustee in any of the chapter 11 cases; or (e) the failure of the Debtors to comply with the reporting requirements as set forth herein, in the event that such failure is not cured on or within three (3) calendar days after the delivery of written notice of such failure to the Debtors. Nothing in this Final Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Prepetition Collateral, including Cash Collateral, or other proceeds resulting therefrom, except as permitted in this Final Order or another order of the Court, or with the prior written consent of the applicable Agent whose collateral is sought to be used by the Debtors.

19. *Additional Reporting Requirements.* As additional adequate protection, the Debtors shall provide the Prepetition Secured Parties and the Creditors' Committee with certain information, at the end of each calendar month, related to the following: (i) a monthly summary of aircraft by location with an indication of operating status (idled, deployed or for sale), (ii) confirmation of all new customer contracts on an aggregate dollar basis (customer names withheld for confidentiality reasons) and material customer contracts running off or cancelled/terminated/re-negotiated, and (iii) monthly balance sheet upon close of the applicable reporting period with (x) analysis of working capital assets, including trade account receivables and consumable inventories as well as the balance of rotables and deferred revenue and (y) summary of all intercompany and related party transactions and corresponding changes in the intercompany accounts. In addition, following the delivery of each Revised Forecast, the

Debtors shall schedule a conference call with financial advisors for the Prepetition Secured Parties and the Creditors' Committee to discuss the information provided.

20. *Debtors' Reservation of Rights.* The entry of this Final Order and the grant of adequate protection to the Prepetition Secured Parties pursuant to the terms hereof shall be without prejudice to the rights of the Debtors to, following the occurrence of the Termination Date, seek authority to use Cash Collateral and the Prepetition Collateral without the consent of the Prepetition Secured Parties, and the Prepetition Secured Parties reserve all of their respective rights with respect to contesting any such motion or request by the Debtors or any other person. In addition, the Debtors, the Creditors' Committee and the Prepetition Secured Parties reserve all rights to challenge and/or defend the Debtors' ability to utilize Cash Collateral to seek such authority as set forth in this paragraph.

21. *Creditors' Committee's Reservation of Rights.* The Creditors' Committee reserves all rights as to what constitutes Prepetition Collateral or Cash Collateral. Nothing contained in this Final Order or any action taken by the Debtors in implementing this Final Order shall be deemed (i) an admission as to the validity of any Intercompany Claim (as defined in the Cash Management Motion), (ii) an admission as to what constitutes Prepetition Collateral or Cash Collateral; (iii) an admission as to the validity or amount of the Prepetition Obligations or (iv) a waiver of the Debtors', the Committee's or any party in interest's right to dispute the amount of, basis for, or validity of any Intercompany Claim (as defined in the Cash Management Motion).

22. *Prepetition Secured Parties' and the Ad Hoc Noteholder Group's Reservation of Rights.* The entry of this Final Order shall be without prejudice to, and shall not constitute a waiver, expressly or implicitly, or relinquishment of any rights, claims or privileges of the Prepetition Secured Parties or the Ad Hoc Noteholder Group including, without limitation, the

right to, following the occurrence of the Termination Date, seek additional or different adequate protection or any other relief in respect of the Debtors.

23. *Perfection of Adequate Protection Liens.* Without the necessity of the filing of financing statements, mortgages or other documents, the Final Order shall be sufficient evidence of the Prepetition Secured Parties' perfected security interests and liens granted in the Adequate Protection Collateral pursuant to the Final Order.

- (a) The Revolving Facility and Secured Notes Collateral Agent (collectively, the "**Collateral Agents**") are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, notices of lien or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted to them pursuant to the Orders. Whether or not the Collateral Agents shall, in their sole discretion, respectively choose to file such financing statements, intellectual property filings, mortgages, notices of lien or similar instruments, such liens and security interests were deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination as of the date of entry of the First Interim Order and shall continue to be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination. If the Collateral Agents determine respectively to file any financing statements, notice of liens or similar instruments, the Debtors will cooperate and assist in any such filings as reasonably requested by either of the Collateral Agents, and the automatic stay shall be modified to allow such filings.
- (b) A certified copy of any of the Orders may, in the discretion of the Collateral Agents, respectively, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of such Orders for filing and recording; provided that the Debtors shall reimburse the Collateral Agents or their respective designees for the payment of any stamp, intangibles, recording or similar tax.

24. *Preservation of Rights Granted Under Final Order.*

- (a) Except as expressly provided in the Final Order, no claim or lien having a priority senior to or pari passu with those granted by the Orders to the Agents and Prepetition Secured Parties shall be granted or allowed, and the Adequate Protection Liens shall not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the

Debtors' estates under section 551 of the Bankruptcy Code or, subordinated to or made pari passu with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise.

- (b) If any or all of the provisions of the Final Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification or vacatur shall not affect: (i) the validity, priority or enforceability of any Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Agents of the effective date of such reversal, stay, modification or vacatur; or (ii) the validity, priority or enforceability of the Adequate Protection Liens. Notwithstanding any such reversal, stay, modification or vacatur, any use of the Prepetition Collateral or any Adequate Protection Obligations incurred by the Debtors hereunder, as the case may be, prior to the actual receipt of written notice by the Agents of the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the original provisions of the Final Order, and the Prepetition Secured Parties shall be entitled to all of the rights, remedies, privileges and benefits granted in section 363(m) of the Bankruptcy Code with respect to all uses of the Prepetition Collateral and all Adequate Protection Obligations.
- (c) Except as expressly provided in the Final Order, the adequate protection payments made pursuant to the Orders shall not be subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance in the chapter 11 cases or any subsequent chapter 7 cases (other than a defense that the payment has actually been made). Notwithstanding the foregoing, if any of the Prepetition Obligations are determined pursuant to further order entered by this Court to be (x) undersecured, the payment of fees and expenses permitted in the Final Order may be recharacterized and re-credited to the principal balance of such Prepetition Obligations or (y) wholly unsecured, the payment of fees and expenses permitted in the Final Order may be subject to disgorgement and, in the case of both (x) and (y), all parties reserve all of their rights with respect thereto.
- (d) Except as expressly provided in the Final Order, the Adequate Protection Obligations, the 507(b) Claims and the Adequate Protection Liens and all other rights and remedies of the Agents and the Prepetition Secured Parties granted by the provisions of the Orders shall survive, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the chapter 11 cases or by any other act or omission, or (ii) the entry of an order confirming a plan of reorganization in any of the chapter 11 cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining Adequate Protection Obligations. The terms and provisions of the Orders shall continue in the chapter 11 cases, in any successor cases if

the chapter 11 cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code, and, except as expressly provided in paragraph 31 of this Final Order, the Adequate Protection Liens, the 507(b) Claims, the other administrative claims granted pursuant to the Orders, and all other rights and remedies of the Agents and the Prepetition Secured Parties granted by the provisions of the Final Order shall continue in full force and effect until all Adequate Protection Obligations are indefeasibly paid in full in cash.

25. *Binding Effect; Successors and Assigns.* Subject to the reservation of rights set forth herein, the provisions of the Final Order, including all findings in this Final Order, shall be binding upon all parties in interest in the chapter 11 cases, including without limitation, the Agents and the Prepetition Secured Parties, any Statutory Committee, and the Debtors and their respective successors and assigns (including any trustee hereinafter appointed or elected for the estate of any Debtor, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the Agents, the Prepetition Secured Parties and the Debtors and their respective successors and assigns, provided that, except to the extent expressly set forth in this Final Order, the Agents and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral, including Cash Collateral, or extend any financing to any trustee or similar responsible person appointed for the estate of any Debtor. For all adequate protection and stay relief purposes throughout the chapter 11 cases, the Prepetition Secured Parties shall be deemed to have requested relief from the automatic stay and adequate protection as of the Petition Date. For the avoidance of doubt, such request will survive termination of this Final Order.

26. *Priorities Among Prepetition Secured Parties.* Notwithstanding anything to the contrary herein or in any other order of this Court, (a) in determining the relative priorities and rights of the Prepetition Secured Parties (including, without limitation, the relative priorities and

rights of the Prepetition Secured Parties with respect to the adequate protection granted hereunder), such relative priorities and rights shall continue to be governed by the Prepetition Debt Documents and Intercreditor Agreement, if applicable and (b) to the extent this order provides any Prepetition Secured Party rights with respect to “Collateral” such rights exist with respect to such Collateral for such Prepetition Secured Party only to the extent such Collateral is the Prepetition Collateral or Adequate Protection Collateral of such Prepetition Secured Party.

27. *Section 552(b)*. Each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, products, or profits of any Prepetition Collateral.

28. *Section 506(c)*. Except to the extent of the Carve-Out, no costs or expenses of administration of the chapter 11 cases, which have been or may be incurred in the chapter 11 cases at any time shall be charged against or recovered from any Prepetition Secured Party or the Agents, any of the Prepetition Obligations, any of their respective claims or the Prepetition Collateral, including Cash Collateral, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the affected parties, each in their sole discretion, and no such consent shall be implied from any other action, inaction, or acquiescence by any of the Prepetition Secured Parties, the Agents or their respective representatives.

29. *No Marshalling/Application of Proceeds*. The Agents shall be entitled to apply the payments or proceeds of Prepetition Collateral and/or Adequate Protection Collateral in accordance with the provisions of the Prepetition Debt Documents and the Intercreditor Agreement, as applicable, and in no event shall any of the Prepetition Secured Parties or the

Agents be subject to the equitable doctrine of “marshalling” or any other similar doctrine with respect to any of the Prepetition Collateral or Adequate Protection Collateral or otherwise.

30. *Exceptions to Paragraph 27, 28, and 29.* Notwithstanding anything to the contrary contained herein, if the Debtors and/or the Creditors’ Committee are no longer a party to the Plan Support Agreement (other than due to the occurrence of the effective date of the Plan), then the provisions contained in paragraphs 27, 28, and 29 shall be deemed void ab initio with respect to such party and shall not in any way affect such party’s ability to (a) raise the “equities of the case” exception under section 552(b) of the Bankruptcy Code; (b) seek to surcharge the Prepetition Collateral under section 506(c) of the Bankruptcy Code; and (c) challenge the application of proceeds of Prepetition Collateral and/or Adequate Protection Collateral. The rights conferred pursuant to paragraphs 27, 28, and 29 shall also apply for the benefit of the Lender Parties (as defined in the ABL Term Sheet) with respect to any of the Prepetition ABL Collateral in accordance with the ABL Facility Documents; provided, however, that paragraphs 27, 28, and 29 shall be deemed void ab initio with respect to the Lender Parties (as defined in the ABL Term Sheet) upon the termination of the ABL Term Sheet.

31. *ABL Term Sheet.* Nothing in this Final Order shall alter or otherwise adversely affect the rights of the Lender Parties (as defined in the ABL Term Sheet) and their professionals under the ABL Term Sheet including, without limitation, with respect to Sections 3.1, 3.8, 4.2, 5.1, 9.2 and 9.3 of the ABL Term Sheet. Notwithstanding anything to the contrary herein, the Lender Parties (as defined in the ABL Term Sheet) are not receiving and are not entitled to receive (a) any adequate protection of their interests in the Prepetition ABL Collateral or Prepetition Collateral, including Cash Collateral nor (b) payment of fees and expenses under this

Final Order. Any and all rights of the Lender Parties (as defined in the ABL Term Sheet) to seek further adequate protection are preserved if the ABL Term Sheet is terminated.

32. *Accrual of Postpetition Interest and Fees.* The Prepetition Secured Parties shall be entitled to accrue all unpaid postpetition interest, fees and costs due and payable under the Revolving Credit Agreement and Senior Secured Notes Indenture, as applicable; provided, however, in the event it is subsequently determined that any of the Prepetition Secured Parties is undersecured or unsecured, such party shall not be entitled to the accrual of any postpetition interest, fees and costs in accordance with this paragraph. For the avoidance of doubt, the Lender Parties (as defined in the ABL Term Sheet) shall not be entitled to the accrual of any postpetition interest, fees and costs under the ABL Facility. Any and all rights of the Lender Parties (as defined in the ABL Term Sheet) to seek accrual of any postpetition interest, fees and costs under the ABL Facility are preserved if the ABL Term Sheet is terminated.

33. *Certain Prepetition Lessor Reservation of Rights.* The entry of this Final Order shall be without prejudice to the rights of Parilease S.A.S., a third party lessor of helicopter airframes and associated engines to certain Debtor lessees pursuant to certain aircraft leases, subleases, guarantees and related transaction documents, or any facility agent or security trustee under any related financing and security transaction documents, or their respective successors and assigns (collectively, “**Parilease**”), to assert a prepetition lien or security interest in the Prepetition Collateral, including Cash Collateral, and to seek adequate protection under this Final Cash Collateral Order. The Debtors, the Creditors’ Committee and the Prepetition Secured Parties reserve all of their respective rights with respect to contesting any such motion or assertion of a prepetition lien or security interest in the Prepetition Collateral, including Cash Collateral, by Parilease or any other person.

34. *Effectiveness.* This Final Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon entry hereof, and there shall be no stay of execution of effectiveness of this Final Order. To the extent that any finding of fact shall be determined to be a conclusion of law it shall be so deemed and vice versa.

35. *Jurisdiction.* This Court shall retain exclusive jurisdiction to enforce the terms of this Final Order and to adjudicate any and all matters arising from or related to the interpretation or implementation of this Final Order.

36. *Controlling Effect of the Final Order.* To the extent any provision of this Final Order conflicts or is inconsistent with any provision of the Motion, the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, the Seventh Interim Order, the Eighth Interim Order, the Ninth Interim Order, or any order entered by the Court approving the Cash Management Motion, the provisions of this Final Order shall control to the extent of such conflict. Except as specifically amended, supplemented or otherwise modified by this Final Order, all provisions of the First Interim Order, Second Interim Order, Third Interim Order, Fourth Interim Order, Fifth Interim Order, Sixth Interim Order, Seventh Interim Order, Eighth Interim Order and Ninth Interim Order shall remain in full force and effect and are hereby ratified by this Final Order. In the event of any inconsistency between the provisions of this Final Order, the First Interim Order Second Interim Order, Third Interim Order, Fourth Interim Order, Fifth Interim Order, Sixth Interim Order, Seventh Interim Order, Eighth Interim Order and Ninth Interim Order, the provisions of this Final Order shall govern.

END OF ORDER

RESPECTFULLY SUBMITTED,

WEIL, GOTSHAL & MANGES LLP

/s/ Stephen A. Youngman

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Attorneys for Debtors and Debtors in Possession

EXHIBIT A

Forecast

CHC Current Forecast
as of December 16, 2016

	1	2	3	4	5	6	7	8	9	10
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
(\$ in 000s)	12/16/2016	12/23/2016	12/30/2016	1/6/2017	1/13/2017	1/20/2017	1/27/2017	2/3/2017	2/10/2017	2/17/2017
Beginning Cash	\$ 237,981	\$ 244,527	\$ 226,598	\$ 224,033	\$ 211,629	\$ 220,202	\$ 185,355	\$ 182,730	\$ 156,362	\$ 143,054
Operating Receipts	\$ 29,322	\$ 10,356	\$ 18,907	\$ 7,622	\$ 18,767	\$ 14,303	\$ 24,194	\$ 5,791	\$ 9,624	\$ 14,669
Other Receipts	349	587	1,363	144	426	449	1,168	1,504	1,237	1,033
Total Cash Receipts	\$ 29,671	\$ 10,943	\$ 20,269	\$ 7,766	\$ 19,193	\$ 14,753	\$ 25,362	\$ 7,295	\$ 10,861	\$ 15,702
Disbursements										
Payroll	\$ 4,124	\$ 8,634	\$ 3,004	\$ 4,388	\$ 4,155	\$ 16,067	\$ 7,902	\$ 3,492	\$ 2,164	\$ 9,377
Benefits	318	495	547	245	351	543	540	252	250	518
Pension	219	1,542	-	142	-	361	1,288	142	-	361
Aircraft Leases - Current	2,857	3,284	1,825	904	329	1,809	2,501	13,496	349	383
Aircraft Leases - Catch-Up	-	-	590	-	-	15,164	636	4,543	6,401	-
Aircraft Related Transactions	3,451	(2,327)	-	-	488	-	-	-	488	-
OEM	4,993	3,930	5,459	5,973	4,180	6,753	4,430	5,644	4,180	4,430
Debt Payments	-	-	-	200	-	-	-	200	-	-
FX / Fees	-	-	-	-	-	-	-	-	-	-
Freight & Customs	119	2,615	541	62	138	2,640	554	51	116	137
Taxes	(783)	83	103	(795)	(4,791)	(2)	1,400	(595)	(310)	130
Professional Fees	4,450	1,900	5,795	4,660	2,235	2,489	3,215	2,582	4,660	3,000
Insurance	502	-	(470)	-	-	241	1,000	-	2,946	241
Fuel	838	787	553	553	942	929	816	861	605	838
Training	357	494	204	423	360	320	982	299	304	469
Information Technology	310	310	310	310	301	301	301	312	312	312
Travel	471	421	302	920	460	525	597	807	451	451
Airport Fees	204	297	363	1,048	570	686	461	570	618	829
Building & PPE	173	733	84	496	186	420	501	484	182	428
Other Expenses	523	5,675	3,624	643	714	356	863	523	451	571
Total Disbursements	\$ 23,125	\$ 28,872	\$ 22,834	\$ 20,171	\$ 10,620	\$ 49,600	\$ 27,987	\$ 33,663	\$ 24,169	\$ 22,472
Net Cash Flow	6,546	(17,929)	(2,564)	(12,405)	8,573	(34,847)	(2,625)	(26,368)	(13,308)	(6,770)
Ending Cash - Operating	\$ 244,527	\$ 226,598	\$ 224,033	\$ 211,629	\$ 220,202	\$ 185,355	\$ 182,730	\$ 156,362	\$ 143,054	\$ 136,283

CHC Current Forecast
as of December 16, 2016

	11	12	13	14	15	16	16 Week
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Total
(\$ in 000s)	2/24/2017	3/3/2017	3/10/2017	3/17/2017	3/24/2017	3/31/2017	
Beginning Cash	\$ 136,283	\$ 131,306	\$ 126,483	\$ 122,653	\$ 108,990	\$ 109,796	\$ 237,981
Operating Receipts	\$ 19,543	\$ 18,866	\$ 5,168	\$ 16,569	\$ 18,047	\$ 15,998	\$ 247,747
Other Receipts	434	3,358	1,883	2,010	5,692	481	22,118
Total Cash Receipts	\$ 19,978	\$ 22,224	\$ 7,051	\$ 18,579	\$ 23,739	\$ 16,479	\$ 269,865
Disbursements							
Payroll	\$ 4,772	\$ 7,797	\$ 2,161	\$ 17,302	\$ 4,687	\$ 7,136	\$ 107,160
Benefits	538	245	211	367	175	751	6,344
Pension	1,631	142	-	361	-	1,320	7,508
Aircraft Leases - Current	3,951	4,198	633	2,028	3,455	1,387	43,392
Aircraft Leases - Catch-Up	-	-	-	-	-	-	27,334
Aircraft Related Transactions	-	-	488	-	-	4,316	6,905
OEM	3,930	3,930	3,930	3,930	3,930	3,930	73,550
Debt Payments	-	200	-	-	-	-	600
FX / Fees	-	-	-	-	-	-	-
Freight & Customs	2,551	524	114	135	2,549	549	13,393
Taxes	(144)	(458)	(373)	(395)	2,396	200	(4,334)
Professional Fees	3,015	2,800	1,000	4,660	1,000	3,715	51,176
Insurance	-	-	-	241	-	200	4,901
Fuel	1,052	799	513	793	1,022	327	12,230
Training	421	267	229	349	376	319	6,173
Information Technology	312	312	272	272	248	248	4,744
Travel	588	732	441	412	549	794	8,919
Airport Fees	745	570	618	718	717	685	9,699
Building & PPE	572	467	168	402	808	139	6,241
Other Expenses	1,021	4,523	476	667	1,021	525	22,176
Total Disbursements	\$ 24,955	\$ 27,048	\$ 10,881	\$ 32,243	\$ 22,933	\$ 26,539	\$ 408,110
Net Cash Flow	(4,977)	(4,824)	(3,829)	(13,664)	807	(10,061)	(138,245)
Ending Cash - Operating	\$ 131,306	\$ 126,483	\$ 122,653	\$ 108,990	\$ 109,796	\$ 99,736	\$ 99,736