

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

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	:	
<i>In re:</i>	:	Chapter 11
	:	
HELI-ONE CANADA ULC	:	Case No. 16-31893 (BJH)
	:	
Debtor.	:	(Jointly Administered)
	:	
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**SCHEDULES OF ASSETS AND LIABILITIES FOR
HELI-ONE CANADA ULC (CASE NO. 16-31893)**



UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF TEXAS

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY, AND DISCLAIMER
REGARDING DEBTOR'S SCHEDULES AND STATEMENTS****General**

The Schedules of Assets and Liabilities (collectively, the "Schedules") and the Statements of Financial Affairs (collectively, the "Statements" and, together with the Schedules, the "Schedules and Statements") filed by CHC Group Ltd. and its affiliated debtors and debtors in possession (collectively, the "Debtors") in these jointly administered chapter 11 cases pending in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") were prepared, pursuant to section 521 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), by management of the Debtors, with the assistance of the Debtors' advisors, and are unaudited. While the Debtors' management has made every reasonable effort to ensure that the Schedules and Statements are as accurate and complete as possible under the circumstances, based on information that was available to it at the time of preparation, subsequent information, or discovery may result in material changes to these Schedules and Statements, and inadvertent errors or omissions may have occurred. As the Schedules and Statements contain unaudited information, which is subject to further review, verification, and potential adjustment, there can be no assurance that these Schedules and Statements are complete. The Debtors reserve all rights to amend the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, but not limited to, the right to dispute or otherwise assert offsets or defenses to any claim reflected in the Schedules and Statements as to amount, liability, or classification, or to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated." Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to these chapter 11 cases, including, but not limited to, issues involving substantive consolidation, equitable subordination and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws to recover assets or avoid transfers.

The Schedules and Statements have been signed by Lee Eckert, the Chief Financial Officer of CHC Group Ltd. and authorized representative of all the Debtors. In reviewing and signing the Schedules and Statements, Mr. Eckert necessarily relied upon the efforts, statements, and representations of the Debtors' other personnel and professionals. Mr. Eckert has not (and could not have) personally verified the accuracy of each such statement and representation, including, for example, statements, and representations concerning amounts owed to creditors, classification of such amounts, and their addresses. The Debtors' accounting systems were primarily designed and used to manage their daily operations with a secondary focus on the creation of consolidated and consolidating financial statements. As such, certain assets, liabilities, or cash payments may have been reported on one legal entity in these Schedules and Statements, while the beneficiary of the transaction may have been another Debtor or non-debtor, as applicable.

These Global Notes and Statement of Limitations, Methodology, and Disclaimer Regarding the Debtors' Schedules and Statements (the "Global Notes") are incorporated by reference in, and comprise an integral part of, the Schedules and Statements, and should be referred to and considered in connection with any review of the Schedules and Statements.

In the event that the Schedules and Statements differ from the Global Notes, the Global Notes shall control.

Description of the Cases

On May 5, 2016 (the "Petition Date"), the Debtors filed voluntary petitions for relief under the Bankruptcy Code in the Bankruptcy Court. The chapter 11 cases have been consolidated for the purpose of joint administration under Case No. 16-31854. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Each Debtor's fiscal year ends on April 30th. All asset information, except where otherwise noted, is as of April 30, 2016. The liability information, except where otherwise noted, is as of the close of business on May 4, 2016. All bank cash balances are as of the Petition Date.

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Basis of Presentation

For financial reporting purposes, prior to the Petition Date, the Debtors prepared consolidated financial statements that were audited annually. Combining the assets and liabilities set forth in the Schedules and Statements of the Debtors would result in amounts that could be substantially different from financial information regarding CHC Group Ltd. and its subsidiaries that would be prepared on a consolidated basis under Generally Accepted Accounting Principles ("GAAP"). Therefore, these Schedules and Statements do not purport to represent financial statements prepared in accordance with GAAP nor are they intended to fully reconcile to the financial statements prepared by the Debtors. Unlike the consolidated financial statements, these Schedules and Statements reflect the assets and liabilities of each separate Debtor, except where otherwise indicated. Information contained in the Schedules and Statements has been derived from the Debtors' books and records and historical financial statements. The fair market value of real and personal property may vary materially from the net book value presented herein.

For financial reporting purposes, information for the following Debtors domiciled in Australia is prepared on a consolidated basis: Lloyd Bass Strait Helicopters Pty. Ltd.; Lloyd Helicopter Services Pty. Ltd.; Lloyd Helicopters International Pty. Ltd.; Lloyd Helicopters Pty. Ltd.; and CHC Helicopter Australia Pty Ltd. To maintain consistency with the Debtors' financial reporting, the information for these Debtors is presented on a consolidated basis.

Current Market Value and Net Book Value

In many instances, current market valuations are neither maintained by nor readily ascertainable by the Debtors. The Debtors do not believe it would be an efficient use of estate assets to obtain current market valuations of the Debtors' property interests that are not maintained or readily ascertainable. Accordingly, unless otherwise indicated, the Schedules and Statements reflect the net book values as of April 30, 2016, rather than current market values, of the Debtors' assets as of April 30, 2016, and may not reflect the net realizable value. For this reason, amounts realized may vary, potentially materially, from net book value. Additionally, the amount of certain assets and liabilities may be "undetermined," and, thus, ultimate assets and liabilities may differ materially from those stated in the Schedules and Statements. Accordingly, the Debtors reserve all of their rights to amend or adjust the value of each asset set forth herein.

Amendment

Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend and/or supplement the Schedules and Statements from time to time as is necessary and appropriate.

Confidential or Sensitive Information

There may be instances in which certain information in the Schedules and Statements has been redacted due to the nature of an agreement between a Debtor and a third party, concerns about the confidential or commercially sensitive nature of certain information, or concerns for the privacy of an individual. Any alterations will be limited to only what is necessary to protect the Debtor or third party and will provide interested parties with sufficient information to discern the nature of the listing.

Causes of Action

Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third parties as assets in their Schedules and Statements, including, but not limited to, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant non-bankruptcy laws to recover assets. The Debtors reserve all of their rights with respect to any claims, causes of action, or avoidance actions they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such claims, causes of actions, or avoidance actions or in any way prejudice or impair the assertion of such claims.

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In addition to certain contingent claims and causes of action against various parties, the Debtors may also possess contingent and unliquidated claims against affiliated entities for various financial accommodations and similar benefits they have extended from time to time, including contingent and unliquidated claims for contribution, reimbursement and/or indemnification arising from, among other things, (i) letters of credit, (ii) notes payable and receivable, (iii) surety bonds, (iv) guaranties, (v) indemnities, and (vi) warranties.

Recharacterization

The Debtors have made reasonable efforts to correctly characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. However, due to the complexity and size of the Debtors' business, the Debtors may have improperly characterized, classified, categorized, or designated certain items. The Debtors thus reserve all of their rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as necessary or appropriate as additional information becomes available.

Claim Description

Any failure to designate a claim in the Schedules and Statements as "contingent," "unliquidated," or "disputed" does not constitute an admission by the Debtors that such claim or amount is not "contingent," "unliquidated," or "disputed." The Debtors reserve all of their rights to dispute, or to assert offsets or defenses to, any claim reflected on their Schedules or Statements on any grounds, including, but not limited to, amount, liability, priority, status, or classification, or to otherwise subsequently designate any claim as "contingent," "unliquidated," or "disputed." Moreover, the Debtors reserve all of their rights to amend their Schedules and Statements as necessary and appropriate, including, but not limited to, with respect to claim description and designation.

Unliquidated Claim Amounts

Claim amounts that could not be readily quantified by the Debtors are scheduled as "unliquidated."

Zero Dollar Amounts

Amounts listed as zero are either \$0, unliquidated, or undetermined.

Undetermined Amounts

The description of an amount as "undetermined" is not intended to reflect upon the materiality of such amount.

Specific Notes

These Global Notes are in addition to the specific notes set forth in the Schedules and Statements of the individual Debtor entities. The fact that the Debtors have prepared a Global Note with respect to a particular Schedule or Statement and not as to others does not reflect and should not be interpreted as a decision by the Debtors to exclude the applicability of such Global Note to any or all of the Debtors' remaining Schedules or Statements, as appropriate. Disclosure of information in one Schedule, one Statement, or an exhibit or attachment to a Schedule or Statement, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedule, Statement, exhibit, or attachment.

Liabilities

The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and postpetition periods may change. The Debtors reserve the right to amend the Schedules and Statements as they deem appropriate in this regard.

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Excluded Assets and Liabilities

The Debtors have excluded certain categories of assets, tax accruals, and liabilities from the Schedules and Statements, including employee benefit accruals, accrued accounts payable, and deferred gains. The Debtors also have excluded rejection damage claims of counterparties to executory contracts and unexpired leases that have been or may be rejected, to the extent such damage claims may exist. In addition, certain immaterial assets and liabilities may have been excluded. Pursuant to certain Bankruptcy Court orders, the Debtors have been granted authority to pay certain prepetition obligations to, among others, employees and taxing authorities. Accordingly, these liabilities may have been or may be satisfied in accordance with such orders and therefore may not be listed in the Schedules and Statements.

Leases

The Debtors have not included in the Schedules and Statements the future obligations of any capital or operating leases.

Guaranties and Other Secondary Liability Claims

The Debtors have made reasonable efforts to locate and identify guaranties and other secondary liability claims (collectively, "Guaranties") in each of the executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements to which any Debtor is a party. Where Guaranties have been identified, they have been included in the relevant Schedule for the Debtor or Debtors affected by such Guaranties. The Debtors have placed the Guaranties on Schedule H for both the primary obligor and the guarantor of the relevant obligation. Guaranties were additionally placed on Schedule D or E/F for each guarantor, except to the extent they are associated with obligations under an executory contract or unexpired lease identified on Schedule G. It is possible that certain Guaranties embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements may have been inadvertently omitted. The Debtors reserve their rights to amend the Schedules to the extent additional Guaranties are identified or such Guaranties are discovered to have expired or be unenforceable. In addition, the Debtors reserve the right to amend the Schedules and SOFAs and to recharacterize or reclassify any such contract or claim, whether by amending the Schedules and SOFAs or in another appropriate filing. Additionally, failure to list any Guaranties in the Schedules and SOFAs, including in any future amendments to the Schedules and SOFAs, shall not affect the enforceability of any Guaranties not listed.

Intellectual Property Rights

Exclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated, or otherwise have expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated, or otherwise have not expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all intellectual property rights.

Estimates

To prepare and file the Schedules on or around the Petition Date, management was required to make certain estimates and assumptions that affected the reported amounts of these assets and liabilities.

Currency

Unless otherwise indicated, all amounts are reflected in U.S. dollars.

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Property and Equipment

Unless otherwise indicated, owned property and equipment are stated at net book value as of April 30, 2016. The Debtors may lease furniture, fixtures, and equipment from certain third party lessors. Any such leases are set forth in the Schedules and Statements. Nothing in the Schedules and Statements is or shall be construed as an admission as to the determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect to same.

Setoffs

The Debtors have not offset amounts listed on Schedules B, D, E, or F. Nonetheless, some amounts listed may have been affected by setoffs by third parties of which the Debtors are not yet aware. The Debtors reserve all rights to challenge any setoff and/or recoupment rights which may be asserted.

Claims of Third-Party Related Entities

While the Debtors have made every effort to properly classify each claim listed in the Schedules as being either disputed or undisputed, liquidated or unliquidated, and contingent or noncontingent, the Debtors have not been able to reconcile all payments made to certain third parties and their related entities on account of the Debtors' obligations to same.

Interest in Subsidiaries and Affiliates

CHC Group Ltd. directly or indirectly owns all or part of the subsidiaries and affiliates that are also Debtors. Interests in subsidiaries arise from stock ownership. To the extent applicable, each Debtor's Schedule B contains a listing of ownership interests in the related affiliates and partnerships of each corporate affiliate.

Umbrella Or Master Service Agreements

Contracts listed in the Schedules and Statements may be umbrella or master service agreements that cover relationships with some or all of the Debtors. Where relevant, such agreements have been listed in the Schedules and Statements only of the Debtor that signed the original umbrella or master agreement. These master service agreements have been listed in Schedule G, but do not reflect any decision by the Debtor as to whether or not such agreements are executory in nature.

Insiders

The Debtors have attempted to include all payments made by a Debtor over the 12 months preceding the Petition Date to any creditor deemed an "insider." For these purposes, "insider" is defined as (a) directors, (b) senior level officers, (c) Debtor affiliates, and (d) relatives of any of the foregoing (to the extent known by the Debtors). The listing of a creditor as an "insider," however, is not intended to be nor should be construed as a legal characterization of such creditor as an insider and does not act as an admission of any fact, claim, right, or defense, and all such rights, claims, and defenses are hereby expressly reserved.

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Payments

The financial affairs and business of the Debtors are complex. Prior to the Petition Date, the Debtors participated in a consolidated cash management system through which certain payments were made by one entity on behalf of another. Certain payments in the Schedules and Statements may have been made prepetition by one entity on behalf of another entity. The Debtors' intercompany accounts reflect the net position of both the receipts and disbursements received or made on behalf of other Debtors. For additional information about the Debtors' intercompany transactions and related protocols, see *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*, dated May 5, 2016 [D.I. 11] (the "Cash Management Motion").

Intercompany Claims and Transfers

Receivables and payables among the Debtors in these cases (each an "Intercompany Receivable" or "Intercompany Payable") are reported in the Schedules based upon the aggregate net intercompany balances. To the extent that a Debtor owes a net Intercompany Payable, it is reported on Schedule F as a liability of such Debtor. To the extent a Debtor has a net Intercompany Receivable, it is reported on Schedule B as an asset of such Debtor. While the Debtors have used reasonable efforts to ensure that the proper intercompany balances are attributed to each legal entity, all rights to amend these items on the Schedules and Statements are reserved.

Intercompany transfers can be characterized in various ways. The Debtors reserve all of their rights with respect to the intercompany balances listed in the analysis, including, but not limited to, the appropriate characterization of such intercompany balances and the amounts of such balances, which are still being identified by the Debtors. The Debtors have not made any attempt to analyze the nature or composition of these intercompany balances.

The Debtors have listed all net Intercompany Payables as unsecured nonpriority claims on Schedule F for each applicable Debtor, but reserve their rights, except as otherwise may be agreed to pursuant to a stipulation filed with the Bankruptcy Court, to later change the characterization, classification, categorization, or designation of such claims, including by designating all or any portion of the amounts listed as secured.

Additional information about the Debtors' intercompany transactions and related protocols is contained in the Cash Management Motion.

Totals

All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements.

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SCHEDULE SPECIFIC NOTES

Schedule A/B, Real Property

The Debtors are continuing their review of all relevant documents and reserve the right to amend all Schedules at a later time as necessary, or otherwise recharacterize their interests in such real property at a later date. Further, due to the volume of the Debtors' real and personal property holdings, the Debtors may have listed certain assets as real property when such holdings are, in fact, in the nature of personal property holdings or executory contracts, or the Debtors may have listed certain assets as personal property assets when such holdings are, in fact, real property holdings. The Debtors reserve all of their rights, but shall not be required, to recategorize and/or recharacterize such asset holdings at a later time to the extent that the Debtors determine that such holdings were improperly listed.

The Debtors' failure to list any rights in real property on Schedule A/B should not be construed as a waiver of any such rights that may exist, whether known or unknown at this time.

Schedule A/B, Personal Property

Personal property owned by any of the Debtors is listed in the Schedule A/B for that individual Debtor. To the extent that the Debtors have not been able to identify the actual physical location of certain personal property, the Debtors have reported the address of that individual Debtor's principal place of business.

Exclusion of certain intellectual property shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction.

Schedule D, Creditors Holding Secured Claims

Except as otherwise agreed pursuant to a stipulation, agreed order, or general order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the extent, validity, priority, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D of any Debtor. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument (including, without limitation, any intercreditor or intercompany agreement) related to such creditor's claim. In certain instances, a Debtor may be a co-obligor, co-mortgagor, or guarantor with respect to scheduled claims of other Debtors, and no claim set forth on Schedule D of any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other entities. If a Debtor is a guarantor with respect to a scheduled claim of another Debtor, the claim will be labeled "Contingent." The descriptions provided on Schedule D are intended only as a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of any liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements.

Certain of the Debtors' agreements listed on Schedule G may be in the nature of conditional sales agreements or secured financing agreements. No attempt has been made to identify such agreements for purposes of Schedule D. However, the Debtors reserve all of their rights to amend Schedule D in the future to the extent the Debtors determine that any claims associated with such agreements are properly reported on Schedule D. The Debtors reserve all of their rights, claims, and causes of action with respect to claims associated with any contracts and agreements listed in Schedule G, including the right to dispute or challenge the characterization of the structure of any transaction, document, or instrument related to a creditor's claim, including to argue that an agreement listed in Schedule G may be treated as a secured financing agreement, rather than an executory contract or unexpired lease. Nothing herein shall be construed as an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors' rights to recharacterize or reclassify such claim or contract.

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Some of the Debtors' creditors may have filed mechanic or materialman's liens following the commencement of the Debtors' chapter 11 cases. Some liens may, by virtue of section 546(b) of the Bankruptcy Code and applicable law, relate back to the period prior to the Petition Date. Any such liens that have been filed after the Petition Date may not be listed on Schedule D.

To the extent that any landlords, real property and personal property lessors, utility companies, or other creditors hold a security deposit from any of the Debtors and to the extent that such deposits constitute secured claims, such deposits are not listed on Schedule D, except as specifically stated herein.

Schedule E/F, Creditors Holding Unsecured Priority Claims

The listing of any claim on Schedule E/F does not constitute an admission by the Debtors that such claim is entitled to priority treatment under section 507 of the Bankruptcy Code. The Debtors reserve all of their rights to dispute the amount and/or the priority status of any claim on any basis at any time.

On May 7, 2016, the Bankruptcy Court entered the *Interim Order (I) Authorizing Debtors to Pay Certain Employee Obligations, (II) Modifying the Automatic Stay and, (III) Authorizing Financial Institutions to Honor and Process Checks and Transfers Related to Such Obligations Pursuant to Sections 105(a), 363(b), and 507(a) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004* (the "**Employee Wage Order**") [D.I. 55]. Pursuant to the Employee Wage Order, the Debtors believe that any priority claims of current employees for prepetition amounts have been or will be satisfied, and such satisfied amounts are therefore not listed on Schedule E/F. Only employee claims against the Debtors for prepetition amounts that have not been paid as of the time that the Schedules and Statements were prepared were included; such amounts are listed on Schedule E/F.

The Court also entered the *Interim Order (I) Authorizing Debtors to Pay Certain Prepetition Taxes and (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers Pursuant to Sections 105(a), 363(b), 507(a)(8), and 541(d) of the Bankruptcy Code* (the "**Tax Order**") [D.I. 57]. Pursuant to the Tax Order, the Debtors believe that any priority claims of taxing authorities for prepetition amounts have been or will be satisfied, and such satisfied amounts are therefore not listed on Schedule E/F. Only tax claims against the Debtors for prepetition amounts that have not been paid as of the time that the Schedules and Statements were prepared were included; such amounts are listed on Schedule E/F.

Schedule E/F, Creditors Holding Unsecured Nonpriority Claims

The Debtors have used reasonable best efforts to list all general unsecured claims against the Debtors on Schedule E/F based upon the Debtors' existing books and records.

Schedule E/F does not include certain deferred credits, deferred charges, deferred liabilities, accruals, or general reserves. Such amounts are general estimates of liabilities and do not represent specific claims as of the Petition Date; however, such amounts are reflected on the Debtors' books and records as required in accordance with GAAP. Such accruals are general estimates of liabilities and do not represent specific claims as of the Petition Date.

Schedule E/F does not include certain reserves for potential unliquidated contingencies that historically were carried on the Debtors' books as of the Petition Date; such reserves were for potential liabilities only and do not represent actual liabilities as of the Petition Date.

The claims listed in Schedule E/F arose or were incurred on various dates. In certain instances, the date on which a claim arose is an open issue of fact. Although commercially reasonable efforts have been made to identify the date of inurrence of each claim, determining the date upon which each claim in Schedule E/F was incurred or arose would be an inefficient use of estate assets and, therefore, the Debtors do not list a date for each claim listed on Schedule E/F.

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Schedule E/F contains information regarding potential and pending litigation involving the Debtors. In certain instances, the Debtor that is the subject of the litigation is unclear or undetermined. To the extent that litigation involving a particular Debtor has been identified, however, such information is contained in the Schedule for that Debtor.

Schedule F includes the aggregate net Intercompany Payables that may or may not result in allowed or enforceable claims by or against a given Debtor, and listing these payables is not an admission on the part of the Debtors that the intercompany claims are enforceable or collectible. The Intercompany Payables also may be subject to set off, recoupment, netting, or other adjustments made pursuant to intercompany policies and arrangements not reflected in the Schedules.

Schedule E/F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption, or assumption and assignment, of an executory contract or unexpired lease. In addition, Schedule E/F does not include rejection damage claims of the counterparties to the executory contracts and unexpired leases that have been or may be rejected, to the extent such damage claims exist.

Except in certain limited circumstances, the Debtor has not scheduled contingent and unliquidated liabilities related to guaranty obligations on Schedule E/F. Such guaranties are, instead, listed on Schedule G.

The claims of individual creditors for, among other things, goods, services, or taxes listed on the Debtors' books and records may not reflect credits or allowances due from such creditors. The Debtors reserve all of their rights in respect of such credits or allowances. The dollar amounts listed may be exclusive of contingent or unliquidated amounts.

Unless the Debtor were required to pay ancillary costs, such as freight, miscellaneous fees and taxes, such costs are not included in the liabilities scheduled, as such amounts do not represent actual liabilities of the Debtor.

Schedule G, Executory Contracts

The Debtors' business is complex. While the Debtors' existing books, records, and financial systems have been relied upon to identify and schedule executory contracts at each of the Debtors, and although commercially reasonable efforts have been made to ensure the accuracy of Schedule G and the inclusion of all material contracts, agreements, and leases on Schedule G, inadvertent errors, omissions, or overinclusion may have occurred. The Debtors do not make, and specifically disclaim, any representation or warranty as to the completeness or accuracy of the information set forth on Schedule G. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in Schedule G and to amend or supplement Schedule G as necessary. The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents. In addition, Schedule G may not reflect all intercompany agreements. Further, unless otherwise specified on Schedule G, each executory contract or unexpired lease listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed thereon.

In some cases, the same supplier or provider appears multiple times in Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider.

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In the ordinary course of business, the Debtors may have issued numerous purchase orders for supplies, products, and related items which, to the extent that such purchase orders constitute executory contracts, are not listed individually on Schedule G. To the extent that goods were delivered under purchase orders prior to the Petition Date, vendors' claims with respect to such delivered goods are included on Schedule E/F.

As a general matter, certain of the Debtors' executory contracts and unexpired leases could be included in more than one category. In those instances, one category has been chosen to avoid duplication. Further, the designation of a category is not meant to be wholly inclusive or descriptive of the entirety of the rights or obligations represented by such contract.

Certain of the executory contracts and unexpired leases listed on Schedule G may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal, right to lease additional space, and other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth separately on Schedule G. In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their business, such as easements, rights of way, subordination agreements, nondisturbance agreements, atonement agreements, supplemental agreements, amendments, letter agreements, title agreements, and confidentiality agreements. Such documents may not be set forth in Schedule G.

The Debtors hereby reserve all of their rights, claims, and causes of action with respect to the contracts and agreements listed on Schedule G, including the right to dispute or challenge the characterization or the structure of any transaction, document, or instrument related to a creditor's claim, to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in Schedule G, and to amend the schedule as necessary.

Schedule H, Codebtors

Although the Debtors have made every effort to ensure the accuracy of Schedule H, inadvertent errors, omissions, or inclusions may have occurred. The Debtors hereby reserve all rights to dispute the validity, status, and enforceability of any obligations set forth on Schedule H and to further amend or supplement such Schedule as necessary.

The Debtors further reserve all rights, claims, and causes of action with respect to the obligations listed on Schedule H, including the right to dispute or challenge the characterization or the structure of any transaction, document, or instrument related to a creditor's claim. The listing of a contract, guarantee, or other obligation on Schedule H shall not be deemed an admission that such obligation is binding, valid, or enforceable.

In the ordinary course of their business, the Debtors are involved in pending or threatened litigation and claims arising out of the conduct of their business. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counterclaims against other parties. Because such claims are listed elsewhere in the Statements and Schedules, they have not been set forth individually on Schedule H.

Schedule H also reflects guarantees by various Debtors. The Debtors may not have identified certain guarantees that are embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. Further, the Debtors believe that certain of the guarantees reflected on Schedule H may have expired or may no longer be enforceable. Thus, the Debtors reserve their right, but shall not be required, to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or be unenforceable.

Fill in this information to identify the case:

Debtor Name: In re : Heli-One Canada ULC

United States Bankruptcy Court for the: Northern District Of Texas

Case number (if known): 16-31893 (BJH)

☐ Check if this is an amended filing**Official Form 206Sum****Summary of Assets and Liabilities for Non-Individuals****12/15****Part 1: Summary of Assets****1. Schedule A/B: Assets—Real and Personal Property** (Official Form 206A/B)**1a. Real property:**Copy line 88 from *Schedule A/B*

\$ 29,284,225.00

1b. Total personal property:Copy line 91A from *Schedule A/B*

\$ 93,292,218.47

1c. Total of all property:Copy line 92 from *Schedule A/B*

\$ 122,576,443.47

Part 2: Summary of Liabilities**2. Schedule D: Creditors Who Have Claims Secured by Property** (Official Form 206D)Copy the total dollar amount listed in Column A, *Amount of claim*, from line 3 of *Schedule D*

\$ 1,456,357,893.00

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)**3a. Total claim amounts of priority unsecured claims:**Copy the total claims from Part 1 from line 5a of *Schedule E/F*

\$ 0.00

3b. Total amount of claims of nonpriority amount of unsecured claims:Copy the total of the amount of claims from Part 2 from line 5b of *Schedule E/F*

+ \$ 133,233,729.75

4. Total liabilities

Lines 2 + 3a + 3b

\$ 1,589,591,622.75

Fill in this information to identify the case:

Debtor Name: In re : Heli-One Canada ULC

United States Bankruptcy Court for the: Northern District Of Texas

Case number (if known): 16-31893 (BJH)

☐ Check if this is an amended filing**Official Form 206A/B****Schedule A/B: Assets - Real and Personal Property**

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on Schedule G: *Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents**1. Does the debtor have any cash or cash equivalents?**

- ☐ No. Go to Part 2.
- ☒ Yes. Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor**Current value of debtor's interest****2. Cash on hand**

2.1 Petty cash \$ 378.00

3. Checking, savings, money market, or financial brokerage accounts (Identify all)

Name of institution (bank or brokerage firm) Type of account Last 4 digits of account number

3.1 See Schedule A/B 3 Attachment \$ 3,799,954.88

4. Other cash equivalents (Identify all)

4.1 None \$

5. Total of Part 1

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

\$ 3,800,332.88

Part 2:

Deposits and prepayments

6. Does the debtor have any deposits or prepayments?

- ☐ No. Go to Part 3.
- ☒ Yes. Fill in the information below.

Current value of debtor's interest

7. Deposits, including security deposits and utility deposits

Description, including name of holder of deposit	
7.1 Deposit	\$ 1,383.00
7.2 Deposit- Milestone Aviation Holding Group Ltd (Lessor)	\$ 913,314.00
7.3 Deposit- Waypoint Asset Limited (Lessor)	\$ 384,720.00

8. Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent

Description, including name of holder of prepayment	
8.1 Prepayment, Augusta	\$ 3,970,900.00
8.2 Prepayment, Miscellaneous	\$ 6,797,525.59
8.3 Prepaid Insurance	\$ 2,893,969.00

9. Total of Part 2

Add lines 7 through 8. Copy the total to line 81.

\$ 14,961,811.59

Debtor: Heli-One Canada ULC

Case number (if known): 16-31893

Name

Part 3: Accounts receivable**10. Does the debtor have any accounts receivable?**

- ☐ No. Go to Part 4.
- ☒ Yes. Fill in the information below.

Current value of debtor's interest**11. Accounts receivable**

	Description	face amount	doubtful or uncollectible accounts		
11a. 90 days old or less:	Accounts receivable	\$4,791,245.00	- \$0.00	=..... →	\$ 4,791,245.00
11b. Over 90 days old:	Accounts receivable	\$3,149,828.00	- \$1,505,331.00	=..... →	\$ 1,644,497.00

12. Total of Part 3

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

\$ 6,435,742.00

Debtor: Heli-One Canada ULC

Case number (if known): 16-31893

Name

Part 4: Investments**13. Does the debtor own any investments?**

- ☐ No. Go to Part 5.
- ☒ Yes. Fill in the information below.

Valuation method
used for current valueCurrent value of debtor's
interest**14. Mutual funds or publicly traded stocks not included in Part 1**

Name of fund or stock:

14.1 None \$

15. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture

Name of entity:

% of ownership:

15.1 See Schedule A/B 15 Attachment \$

16. Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1

Describe:

16.1 None \$

17. Total of Part 4

Add lines 14 through 16. Copy the total to line 83.

\$ 0.00

Debtor: Heli-One Canada ULC

Case number (if known):

16-31893

Name

Part 5: Inventory, excluding agriculture assets**18. Does the debtor own any inventory (excluding agriculture assets)?**

- ☐ No. Go to Part 6.
- ☒ Yes. Fill in the information below.

General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19. Raw materials				
19.1 None		\$		\$
20. Work in progress				
20.1 Part modification	3/31/2016	\$ 2,737,975.00	Average Cost Method	\$ 2,737,975.00
21. Finished goods, including goods held for resale				
21.1 None		\$		\$
22. Other inventory or supplies				
22.1 Consumables	3/31/2016	\$ 23,123,793.00	Average Cost Method	\$ 23,123,793.00

23. Total of Part 5

Add lines 19 through 22. Copy the total to line 84.

\$ 25,861,768.00

24. Is any of the property listed in Part 5 perishable?

- ☒ No
- ☐ Yes

25. Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?

- ☐ No
- ☒ Yes. Ordinary course purchases Book value \$75,270.00 Valuation method Net Book Value Current value \$75,270.00

26. Has any of the property listed in Part 5 been appraised by a professional within the last year?

- ☐ No
- ☒ Yes

Debtor: Heli-One Canada ULC

Case number (if known):

16-31893

Name

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

- ☒ No. Go to Part 7.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
28. Crops—either planted or harvested	\$		\$
29. Farm animals <i>Examples:</i> Livestock, poultry, farm-raised fish	\$		\$
30. Farm machinery and equipment (Other than titled motor vehicles)	\$		\$
31. Farm and fishing supplies, chemicals, and feed	\$		\$
32. Other farming and fishing-related property not already listed in Part 6	\$		\$
33. Total of Part 6			\$ 0.00

Add lines 28 through 32. Copy the total to line 85.

34. Is the debtor a member of an agricultural cooperative?

- ☐ No
- ☐ Yes. Is any of the debtor's property stored at the cooperative?
- ☐ No
- ☐ Yes

35. Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed?

- ☐ No
- ☐ Yes. Description _____ Book value \$ _____ Valuation method _____ Current value \$ _____

36. Is a depreciation schedule available for any of the property listed in Part 6?

- ☐ No
- ☐ Yes

37. Has any of the property listed in Part 6 been appraised by a professional within the last year?

- ☐ No
- ☐ Yes

Debtor: Heli-One Canada ULC

Case number (if known):

16-31893

Name

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

- ☐ No. Go to Part 8.
- ☒ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39. Office furniture			
39.1 None	\$		\$
40. Office fixtures			
40.1 None	\$		\$
41. Office equipment, including all computer equipment and communication systems equipment and software			
41.1 Software	\$ 10,595,676.00	Net Book Value	\$ 10,595,676.00
42. Collectibles <i>Examples:</i> Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles			
42.1 None	\$		\$

43. **Total of Part 7.**

Add lines 39 through 42. Copy the total to line 86.

\$ 10,595,676.00

44. Is a depreciation schedule available for any of the property listed in Part 7?

- ☒ No
- ☐ Yes

45. Has any of the property listed in Part 7 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

Debtor: Heli-One Canada ULC

Case number (if known):

16-31893

Name

Part 8: Machinery, equipment, and vehicles**46. Does the debtor own or lease any machinery, equipment, or vehicles?**

- ☐ No. Go to Part 9.
- ☒ Yes. Fill in the information below.

General description	Net book value of debtor's interest	Valuation method used for current value	Current value of debtor's interest
Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	(Where available)		

47. Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles

47.1 None \$ _____

48. Watercraft, trailers, motors, and related accessories Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels

48.1 None \$ _____

49. Aircraft and accessories

49.1 Aircraft (including parts) serial number 920022 \$ 338,131.00 Net Book Value \$ 338,131.00

49.2 Rotables & Majors \$ 24,780,801.00 Net Book Value \$ 24,780,801.00

50. Other machinery, fixtures, and equipment (excluding farm machinery and equipment)

50.1 Equipment \$ 5,985,344.00 Net Book Value \$ 5,985,344.00

51. Total of Part 8.

Add lines 47 through 50. Copy the total to line 87.

\$ 31,104,276.00

52. Is a depreciation schedule available for any of the property listed in Part 8?

- ☐ No
- ☒ Yes

53. Has any of the property listed in Part 8 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

Debtor: Heli-One Canada ULC

Case number (if known):

16-31893

Name

Part 9: Real property

54. Does the debtor own or lease any real property?

- ☐ No. Go to Part 10.
- ☒ Yes. Fill in the information below.

55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available.	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
Boundary Bay facilities, 4300 80th St, Delta, BC V4K 3N3, Canada				
55.1 _____	Building/Leased	\$ 19,267,441.00	Net Book Value	\$ 19,267,441.00
55.2 Richmond Building, 4740 Agar Drive, Richmond, BC V7B 1A3, Canada	Building/Owned	\$ 10,016,784.00	Net Book Value	\$ 10,016,784.00

56. Total of Part 9.

Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88.

\$ 29,284,225.00

57. Is a depreciation schedule available for any of the property listed in Part 9?

- ☒ No
- ☐ Yes

58. Has any of the property listed in Part 9 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

Debtor: Heli-One Canada ULC

Case number (if known): 16-31893

Name

Part 10: Intangibles and intellectual property**59. Does the debtor have any interests in intangibles or intellectual property?**

- ☐ No. Go to Part 11.
- ☒ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade secrets			
60.1 None	\$		\$
61. Internet domain names and websites			
61.1 None	\$		\$
62. Licenses, franchises, and royalties			
62.1 AOC Intangibles	\$ Unknown	N/A	\$ Unknown
63. Customer lists, mailing lists, or other compilations			
63.1 None	\$		\$
64. Other intangibles, or intellectual property			
64.1 None	\$		\$
65. Goodwill			
65.1 None	\$		\$

66. Total of Part 10.

Add lines 60 through 65. Copy the total to line 89.

\$ 0.00

67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)?

- ☒ No
- ☐ Yes

68. Is there an amortization or other similar schedule available for any of the property listed in Part 10?

- ☒ No
- ☐ Yes

69. Has any of the property listed in Part 10 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

Debtor: Heli-One Canada ULC

Case number (if known): 16-31893

Name

Part 11: All other assets**70. Does the debtor own any other assets that have not yet been reported on this form?**

Include all interests in executory contracts and unexpired leases not previously reported on this form.

- ☐ No. Go to Part 12.
- ☒ Yes. Fill in the information below.

Current value of
debtor's interest**71. Notes receivable**

Description (include name of obligor)	Total face amount	doubtful or uncollectible accounts			
71.1 None	\$	-	\$	=	→ \$

72. Tax refunds and unused net operating losses (NOLs)

Description (for example, federal, state, local)

72.1 Federal	Tax year	Various	\$	Undetermined
72.2 GST/VAT	Tax year	Various	\$	532,612.00

73. Interests in insurance policies or annuities

73.1 None	\$	
-----------	----	--

74. Causes of action against third parties (whether or not a lawsuit has been filed)

74.1 None	\$	
-----------	----	--

Nature of claim

Amount requested \$

75. Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims

75.1 Letter of credit related to Pensions	\$	Unknown
-------------------------------------------	----	---------

Nature of claim

Letter of credit

Amount requested \$ Unknown

76. Trusts, equitable or future interests in property

76.1 None	\$	
-----------	----	--

77. Other property of any kind not already listed Examples: Season tickets, country club membership

77.1 None	\$	
-----------	----	--

78. Total of Part 11.

Add lines 71 through 77. Copy the total to line 90.

\$ 532,612.00

79. Has any of the property listed in Part 11 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

Debtor: Heli-One Canada ULC

Case number (if known): 16-31893

Name

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form.

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1.</i>	\$ 3,800,332.88	
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	\$ 14,961,811.59	
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	\$ 6,435,742.00	
83. Investments. <i>Copy line 17, Part 4.</i>	\$ 0.00	
84. Inventory. <i>Copy line 23, Part 5.</i>	\$ 25,861,768.00	
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	\$ 0.00	
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	\$ 10,595,676.00	
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	\$ 31,104,276.00	
88. Real property. <i>Copy line 56, Part 9.....</i>	→	\$ 29,284,225.00
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	\$ 0.00	
90. All other assets. <i>Copy line 78, Part 11.</i>	\$ 532,612.00	
91. Total. Add lines 80 through 90 for each column.91a.	\$ 93,292,218.47	+ 91b. \$ 29,284,225.00
92. Total of all property on Schedule A/B. Lines 91a + 91b = 92.		\$ 122,576,443.47

Fill in this information to identify the case:

Debtor Name: In re : Heli-One Canada ULC

United States Bankruptcy Court for the: Northern District Of Texas

Case number (if known): 16-31893 (BJH)

☐ Check if this is an amended filing**Official Form 206D****Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

- ☐ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims**2. List in alphabetical order all creditors who have secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim.

Column A
Amount of claim
Do not deduct the value of collateral.

Column B
Value of collateral that supports this claim

2.1 Creditor's name**Describe debtor's property that is subject to a lien**

See Schedule D Part 1 Attachment

\$ 1,456,357,893.00

\$ Undetermined

Creditor's Name

Creditor's mailing address**Describe the lien**

Notice Name

Street

Is the creditor an insider or related party?

- ☐ No
- ☐ Yes

City State ZIP Code

Country

Is anyone else liable on this claim?

- ☐ No
- ☐ Yes. Fill out *Schedule H: Codebtors (Official Form 206H)*.

Creditor's email address, if known**Date debt was incurred****Last 4 digits of account number****As of the petition filing date, the claim is:**
Check all that apply.

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Do multiple creditors have an interest in the same property?

- ☐ No
- ☐ Yes. Have you already specified the relative priority?
- ☐ No. Specify each creditor, including this creditor, and its relative priority.
- ☐ Yes. The relative priority of creditors is specified on lines

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

\$ 1,456,357,893.00

Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address	On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for this entity
Name	Line	
Notice Name		
Street		
City		
State		
ZIP Code		
Country		

Fill in this information to identify the case:

Debtor Name: In re : Heli-One Canada ULC

United States Bankruptcy Court for the: Northern District Of Texas

Case number (if known): 16-31893 (BJH)

☐ Check if this is an amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims**1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).**

- ☒ No. Go to Part 2.
☐ Yes. Go to Line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

		Total claim	Priority amount
2.1 Priority creditor's name and mailing address	As of the petition filing date, the claim is:	\$ _____	\$ _____
Creditor Name	<i>Check all that apply.</i>		
Creditor's Notice name	<input type="checkbox"/> Contingent		
Address	<input type="checkbox"/> Unliquidated		
	<input type="checkbox"/> Disputed		
	Basis for the claim:		
City			
State			
ZIP Code			
Country			
Date or dates debt was incurred			
Last 4 digits of account number	Is the claim subject to offset?		
	<input type="checkbox"/> No		
Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) ()	<input type="checkbox"/> Yes		

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

Amount of claim**3.1 Nonpriority creditor's name and mailing address**

See Schedule E/F, Part 2 Attachment

Creditor Name

Creditor's Notice name

Address

City

State

ZIP Code

Country

Date or dates debt was incurred**Last 4 digits of account
number****As of the petition filing date, the claim is:***Check all that apply.*☐ Contingent☐ Unliquidated☐ Disputed**Basis for the claim:**

\$ 133,233,729.75

Is the claim subject to offset?☐ No☐ Yes

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address	On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any
Name	Line	
Notice Name	<input type="checkbox"/> Not Listed.Explain	
Street		
City		
State		
ZIP Code		
Country		

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

		Total of claim amounts
5a.	Total claims from Part 1	5a. \$ 0.00
5b.	Total claims from Part 2	5b. + \$ 133,233,729.75
5c.	Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c. \$ 133,233,729.75

Fill in this information to identify the case:

Debtor Name: In re : Heli-One Canada ULC

United States Bankruptcy Court for the: Northern District Of Texas

Case number (if known): 16-31893 (BJH)

☐ Check if this is an amended filing**Official Form 206G****Schedule G: Executory Contracts and Unexpired Leases****12/15**

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

- ☐ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
- ☒ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

2. List all contracts and unexpired leases**State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

2.1 State what the contract or lease is for and the nature of the debtor's interest

See Schedule G Attachment

Name

Notice Name

State the term remaining

Address

List the contract number of any government contract

City

State

ZIP Code

Country

Fill in this information to identify the case:

Debtor Name: In re : Heli-One Canada ULC

United States Bankruptcy Court for the: Northern District Of Texas

Case number (if known): 16-31893 (BJH)

☐ Check if this is an amended filing**Official Form 206H****Schedule H: Codebtors****12/15**

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

1. Does the debtor have any codebtors?

- ☐ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
- ☒ Yes

2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

Column 1: Codebtor		Column 2: Creditor	
Name	Mailing address	Name	Check all schedules that apply:
2.1 See Schedule H Attachment	Street		<input type="checkbox"/> D
			<input type="checkbox"/> E/F
			<input type="checkbox"/> G
	City State ZIP Code		
	Country		

Fill in this information to identify the case:

Debtor Name: In re : Heli-One Canada ULC

United States Bankruptcy Court for the: Northern District Of Texas

Case number (if known): 16-31893 (BJH)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☒ *Schedule A/B: Assets--Real and Personal Property* (Official Form 206A/B)
- ☒ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☒ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☒ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☒ *Schedule H: Codebtors* (Official Form 206H)
- ☒ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☐ Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 07/05/2016

MM / DD / YYYY

✕ / s / Lee Eckert

Signature of individual signing on behalf of debtor

Lee Eckert

Printed name

Chief Financial Officer

Position or relationship to debtor

In re: Heli-One Canada ULC**Case No. 16-31893**

Schedule A/B 3

Checking, savings, money market, or financial brokerage accounts

Name of institution (bank or brokerage firm)	Type of account	Account number (last 4 digits)	Current value of debtor's interest
Bank of America	Checking	3228	(\$9.18)
Bank of America	Checking	3286	\$0.00
Bank of America	Checking	3294	\$0.00
Bank of America	Checking	3236	\$0.00
Bank of America	Checking	3301	\$0.00
Bank of America	Checking	3244	\$0.00
Bank of America	Checking	3319	\$0.00
Bank of America	Checking	3327	\$0.00
Bank of America	Checking	3260	\$0.00
Bank of America	Checking	3335	\$0.00
Bank of America	Checking	3210	\$74.24
Bank of America	Checking	3145	\$430.50
Bank of America	Checking	3046	\$461.07
Bank of America	Checking	3129	\$1,405.88
Bank of America	Checking	3252	\$1,505.16
Bank of America	Checking	3278	\$1,942.31
Bank of America	Checking	3202	\$2,111.27
Bank of America	Checking	3088	\$2,157.95
Bank of America	Checking	3054	\$3,044.20
Bank of America	Checking	3038	\$5,826.77
Bank of America	Checking	3179	\$6,828.93
Bank of America	Checking	3096	\$6,997.36
Bank of America	Checking	3153	\$11,520.45
Bank of America	Checking	3343	\$14,431.05
Bank of America	Checking	3195	\$18,992.81
Bank of America	Checking	3103	\$23,812.67
Bank of America	Checking	3111	\$32,859.41
Bank of America	Checking	3137	\$56,390.83
Bank of America	Checking	3161	\$75,655.74
HSBC Bank Canada	Checking	1001	\$20,307.25
HSBC Bank Canada	Checking	1070	\$45,260.45
HSBC Bank Canada	Checking	3001	\$484,242.19
HSBC Bank Canada	Checking	7070	\$841,778.82
HSBC Bank Canada	Checking	7001	\$984,655.53

In re: Heli-One Canada ULC**Case No. 16-31893**

Schedule A/B 3

Checking, savings, money market, or financial brokerage accounts

Name of institution (bank or brokerage firm)	Type of account	Account number (last 4 digits)	Current value of debtor's interest
HSBC Bank Canada	Checking	3070	\$1,136,275.45
Societe Generale	Checking	3599	\$20,995.77
		TOTAL:	\$3,799,955

Schedule A/B 15
Non-publicly traded stock and interests

Legal Entity Name	Parent Entity	% Ownership
38286 Bermuda Ltd.	CHC Helicopter S.A.	100%
6922767 Holding SARL	CHC Group Inc.	100%
Brintel Helicopters Limited	Heli-One (UK) Limited	100%
Capital Aviation Services B.V.	CHC Hoofddorp B.V.	100%
CHC Cayman ABL Borrower Ltd.	CHC Cayman ABL Holdings Ltd.	100%
CHC Cayman ABL Holdings Ltd.	CHC Cayman ABL Parent Ltd.	100%
CHC Cayman Investments I Ltd.	CHC Helicopter S.A.	100%
CHC Cayman Investments II Ltd.	CHC Helicopter Holding S.a.r.l.	100%
CHC Den Helder B.V.	CHC Netherlands B.V.	100%
CHC Global Operations (2008) ULC	CHC Helicopter (5) S.à r.l.	100%
CHC Global Operations Canada (2008) ULC	CHC Helicopter (4) S.à r.l.	100%
CHC Global Operations International Ltd	CHC Global Operations International ULC	100%
CHC Global Operations International ULC	CHC Helicopter (3) S.à r.l.	100%
CHC Group Ltd.	Listed Entity	
CHC Helicopter (1) S.A R.L.	CHC Helicopter S.A.	100%
CHC Helicopter (2) S.A R.L.	CHC Helicopter S.A.	100%
CHC Helicopter (3) S.A R.L.	CHC Helicopter S.A.	100%
CHC Helicopter (4) S.A R.L.	CHC Helicopter S.A.	100%
CHC Helicopter (5) S.A R.L.	CHC Helicopter S.A.	100%
CHC Helicopter (Ghana) Limited	CHC Hoofddorp B.V.	90%
CHC Helicopter Australia Pty. Ltd	Lloyd Bass Strait Helicopters Pty. Ltd.	33.3%
CHC Helicopter Australia Pty. Ltd	Lloyd Helicopter Services Pty. Ltd.	66.7%
CHC Helicopter Holding (Cayman) Limited	CHC Helicopter S.A.	100%
CHC Helicopter Holding S.A R.L.	6922767 Holding S.a.r.l.	100%
CHC Helicopter S.A.	CHC Helicopter Holding S.a.r.l.	100%
CHC Helicopter Support Services (US) Inc	Heli-One (U.S.) Inc.	100%
CHC Helicopters (Barbados) Limited	CHC Helicopters (Barbados) SRL	100%
CHC Helicopters (Barbados) SRL	CHC Helicopter S.A.	100%
CHC Helicopters (Mauritius) Ltd.	CHC Helicopters (Barbados) SRL	100%
CHC Helicopters Canada Inc.	CHC Global Operations Canada (2008) ULC	40%
CHC Helicopters Tanzania Limited	CHC Den Helder B.V.	50%
CHC Helicopters Tanzania Limited	CHC Hoofddorp B.V.	50%
CHC Holding (UK) Limited	Heli-One Holdings (UK) Limited	100%
CHC Holding NL B.V.	CHC Helicopter S.A.	100%
CHC Hoofddorp B.V.	CHC Netherlands B.V.	100%
CHC Leasing (Barbados) LIMITED	CHC Helicopters (Barbados) SRL	100%
CHC Leasing (Ireland) Limited	CHC Helicopter S.A.	100%
CHC Netherlands B.V.	CHC Holding NL B.V.	100%
CHC Norway Acquisition Co AS	CHC Netherlands B.V.	100%
CHC Philippines, Inc.	CHC Helicopter S.A.	40%
CHC Reinsurance S.A.	6922767 Holding S.a.r.l.	100%
CHC South East Asia Company Limited	CHC Helicopter S.A.	100%
Court Helicopter Services (Proprietary) Limited	CHC Norway Acquisition Co AS	100%
Den Helder Airport CV	CHC Den Helder B.V.	50%
EEA Helicopter Operations B.V.	CHC Helicopter S.A.	50%
Heli-One (Netherlands) B.V.	CHC Hoofddorp B.V.	100%
Heli-One (Norway) AS	CHC Norway Acquisition Co AS	100%
Heli-One (Poland) Sp. z o.o.	CHC Holding NL B.V.	100%
Heli-One (U.S.) Inc.	CHC Helicopter S.A.	100%
Heli-One (UK) Limited	CHC Holding (UK) Limited	100%
Heli-One American Support, LLC	Heli-One (U.S.) Inc.	100%
Heli-One Canada ULC	CHC Helicopter (1) S.à r.l.	100%
Heli-One Holdings (UK) Limited	CHC Helicopter S.A.	100%
Heli-One Leasing (Norway) AS	CHC Norway Acquisition Co AS	100%
Heli-One Leasing ULC	CHC Helicopter (2) S.à r.l.	100%
Heli-One USA Inc.	Heli-One (U.S.) Inc.	100%
Heliworld Leasing Limited	Heli-One (UK) Limited	100%
Integra Leasing AS	CHC Norway Acquisition Co AS	100%
Lloyd Bass Strait Helicopters Pty. Ltd.	Lloyd Helicopter Services Pty. Ltd.	100%
Lloyd Helicopter Services Limited	CHC Norway Acquisition Co AS	100%
Lloyd Helicopter Services Pty. Ltd.	Management Aviation Ltd.	100%
Lloyd Helicopters International Pty. Ltd.	Lloyd Bass Strait Helicopters Pty. Ltd.	100%
Lloyd Helicopters Pty. Ltd.	Lloyd Helicopter Services Pty. Ltd.	100%
Management Aviation Limited	Lloyd Helicopter Services Limited	100%
Nigeravia S.A.	CHC Helicopter S.A.	9%
OSCO & CHL Arabian Co. Ltd.	CHC Helicopter S.A.	90%
Schreiner Airtax Argentina S.A.	CHC Helicopter S.A.	49%
Schreiner Airways Panama Operating S.A.	Heli-One (U.S.) Inc.	100%
Schreiner Airways Panama S.A.	Heli-One (U.S.) Inc.	100%
Servicio Aero Litoral Ltda.	CHC Helicopter S.A.	30%

In re: Heli-One Canada ULC
Case No. 16-31893
Schedule D, Part 1
Creditors Who Have Claims Secured by Property

Line	Creditor's Name	Owner Trustee	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date Incurred	Multiple creditors (Y/N)	Describe debtor's property that is subject to a lien	Describe the lien	Insider/related party (Y/N)	Codebtor (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim <small>Do not deduct the value of collateral</small>	Value of collateral that supports this claim
2.1	HSBC Bank plc		Corporate Trust & Loan Agency, Level 27	8 Canada Square			London		E14 5HQ	United Kingdom	1/23/2014	Y	Substantially all assets	First Priority Lien (pari passu with the lien securing the Secured Notes)	N	Y		X		\$327,500,000	Undetermined
2.2	The Bank of New York Mellon		Attention: International Corporate Trust	101 Barclay Street	Floor 4 East		New York	NY	10286		10/4/2010	Y	Substantially all assets	First Priority Lien (pari passu with the lien securing the Revolver)	N	Y		X		\$1,102,271,688	Undetermined
2.3	The Milestone Aviation Asset Holding Group No. 25 Ltd	Wells Fargo Bank Northwest, National Association	The Milestone Aviation Asset Holding Group No. 25 Ltd	William Kelly	Classon House, Dundrum Business Park	Dundrum Road	Dublin		14	Ireland	2/21/2014		Leased aircraft	Lien held by third party aircraft lessor	N	N		X		Undetermined	Undetermined
2.4	The Milestone Aviation Asset Holding Group No. 25 Ltd	Wells Fargo Bank Northwest, National Association	The Milestone Aviation Asset Holding Group No. 25 Ltd	William Kelly	Classon House, Dundrum Business Park	Dundrum Road	Dublin		14	Ireland	6/6/2014		Leased aircraft	Lien held by third party aircraft lessor	N	N		X		Undetermined	Undetermined
2.5	Unknown										3/31/2011	N								\$26,586,205	
2.6	Waypoint Asset Co 3 Limited	Wells Fargo Bank Northwest, National Association	Waypoint Asset Co 3 Limited	Todd Wolynski	8 Riverpoint	Bishops Quay	Limerick			Ireland	4/29/2013		Leased aircraft	Lien held by third party aircraft lessor	N	N		X		Undetermined	Undetermined
TOTAL:																				\$1,456,357,893	Undetermined

In re: Heli-One Canada ULC
Case No. 16-31893
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	Basis for claim	Contingent	Unliquidated	Disputed	Amount of claim
3.1	3RD PLANET CONNECTIONS LTD		PRIMORSE HOUSE NEW INN ST NETHERBURY		Bridport		DT6 5LR	United Kingdom	Trade Vendor				\$67.74
3.2	A.E. PETSCHER COMPANY		PO Box 910195		Dallas	TX	75391-0195		Trade Vendor				\$849.00
3.3	ABLE ENGINEERING & COMPONENT SERVICE		7706 E. Velocity Way		Mesa	AZ	85212		Trade Vendor				\$15,140.00
3.4	ACCESS GAS SERVICES INC.		#201-800 Carleton Court		Delta	BC	V3M 6Y6	Canada	Trade Vendor		X		Undetermined
3.5	ACKLANDS-GRAINGER INC.		PO BOX 2008		Vancouver	BC	V6B 3R1	Canada	Trade Vendor				\$21,284.84
3.6	ACR SYSTEMS INC.		201-15110 54A AVENUE		Surrey	BC	V3S 5X7	Canada	Trade Vendor				\$1,517.98
3.7	ACUREN GROUP INC (CANTECH GROUP INC)		12271 Horseshoe Way		Richmond	BC	V7A 4V4	Canada	Trade Vendor				\$2,062.16
3.8	ADECCO EMPLOYMENT SERVICES LIMITED		10 Bay Street, 3rd Floor	Suite 330	Toronto	ON	M5J 2R8	Canada	Trade Vendor		X		Undetermined
3.9	AEROBIZ CONSULTING SERVICES		2515 Platinum Lane		Coquitlam	BC	V3E 3L1	Canada	Trade Vendor				\$24,586.21
3.10	AERONAUTICAL SYSTEMS INC		#100 - 43671 Trade Center Place		Sterling	VA	20166		Trade Vendor				\$3,437.50
3.11	AEROSPACE BIZDEV INC		#603-315 3 STREET		Se Calgary	AB	T2G 0S3	Canada	Trade Vendor				\$5,490.46
3.12	AEROSPACE COATINGS INTERNATIONAL LLC		370 KNIGHT DRIVE		Oxford	AL	36203		Trade Vendor				\$40,570.00
3.13	AEROXCHANGE		PO BOX 975547		Dallas	TX	75397-5547		Trade Vendor				\$1,706.25
3.14	AIDAN JOYCE		Mulhussey, Maynooth	Co. Meath				Ireland	Trade Vendor		X		Undetermined
3.15	AIR COST CONTROL		7050 W STATE ROAD 84	SUITE 16	Fort Lauderdale	FL	33317		Trade Vendor				\$453.86
3.16	AIR LIQUIDE CANADA INC.		1250 RENE-LEVESQUE W	SUITE 1700	Montreal	QB	H3B 5E6	Canada	Trade Vendor				\$923.72
3.17	AIRBUS HELICOPTERS		AEROPORT INTERNATIONAL MARSEILLE PROVINCE		Marignane Cedex		13725	France	Trade Vendor			X	\$26,910.51
3.18	AIRCRAFT COMPONENT DESIGN INC		376 COLLEGE HIGHWAY		Southampton	MA	01073		Trade Vendor				\$1,383.80
3.19	AIRTECH ADVANCED MATERIALS GROUP		5700 SKYLAB ROAD		Huntington Beach	CA	92647		Trade Vendor				\$515.00
3.20	ALLOY SALES		103-7198 VANTAGE WAY		Delta	BC	V4G 1K7	Canada	Trade Vendor				\$964.22
3.21	AMEX BANK OF CANADA		2225 SHEPPARD AVE EAST SUITE 100		Toronto	ON	M2J 5C2	CANADA	Trade Vendor				\$78,534.24
3.22	AMRE SUPPLY		5020-75 STREET		Edmonton	AB	T6E 6P2	Canada	Trade Vendor				\$258.39
3.23	ANGLO-MOBILE AIR CONDITTONING SERVI		2774 O-HARA LANE		Surrey	BC	V4A 3E4	Canada	Trade Vendor				\$327.26
3.24	ANNEX CONSULTING GROUP INC		1300 - 1075 W. GEORGIA ST		Vancouver	BC	V6E 3C9	Canada	Trade Vendor				\$10,180.94
3.25	AON CONSULTING LTD	Finance Department	Briarcliff House Kingsmead	FARNBOROUGH	Hampshire		GU14 7TE	United Kingdom	Trade Vendor				\$19,758.75
3.26	APPAREO SYSTEMS LLC		1854 NDSU Research Circle		North Fargo	ND	58102		Trade Vendor				\$44,905.00
3.27	APPLE CANADA INC		PO BOX 4054	POSTAL STATION A	Toronto	ON	M5W 3A6	Canada	Trade Vendor				\$1,629.36
3.28	APTUS CORPORATION		1400 FASHION ISLAND BLVD.	STE. 100	San Mateo	CA	94404		Trade Vendor				\$10,000.00
3.29	ARROW AVIATION		318 Smede Hwy		Broussard	LA	70518		Trade Vendor				\$4,800.00
3.30	ASAP SEMICONDUCTOR		16600 HARBOR BLVD	SUITE C	Fountain Valley	CA	92708		Trade Vendor				\$3,780.00
3.31	ATEC INSTALLATIONS LTD.		5729 Kilmore Crescent East		Surrey	BC	V3S 7J6	Canada	Trade Vendor				\$6,844.31
3.32	ATOS INC		6375 SHAWSON DRIVE		Mississauga	ON	L5T 1S7	CANADA	Trade Vendor				\$39,352.95
3.33	AVALEX TECHNOLOGIES CORP		115A Gregory Square		Pensacola	FL	32502		Trade Vendor				\$37,264.00
3.34	AVANTI AEROSPACE & ENGINEERING		#4-8473 124th Street		Surrey	BC	V3W 9G4	Canada	Trade Vendor				\$22,718.85
3.35	AVERY WEIGH-TRONIX (PACIFIC)		9111 River Road		Richmond	BC	V6X 1Z1	Canada	Trade Vendor				\$3,245.80
3.36	AVIALL INC		P.O.BOX 671140		Dallas	TX	75267-1140		Trade Vendor				\$12,962.73
3.37	AVIALL-CANADA		#1 - 13511 Crestwood Place		Richmond	BC	V6V 2E9	Canada	Trade Vendor				\$32,402.26
3.38	AVM SOLUTIONS (KELOWNA) INC.		4-495 BANKS ROAD		Kelowna	BC	V1X 6A2	Canada	Trade Vendor				\$2,844.85
3.39	BADGER METER		Box 88223		Milwaukee	WI	53288-0223		Trade Vendor				\$560.00
3.40	BC COMFORT AIR CONDITIONING LIMITED		7405 Lowland Dr.		Burnaby	BC	V5J 5A8	Canada	Trade Vendor				\$7,955.10

In re: Heli-One Canada ULC
Case No. 16-31893
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	Basis for claim	Contingent	Unliquidated	Disputed	Amount of claim
3.41	BC HYDRO		PO Box 9501		Vancouver	BC	V6B 4N1	Canada	Trade Vendor		X		Undetermined
3.42	BC STAMP WORKS LTD		583 Richard Street		Vancouver	BC	V6B 2Z5	Canada	Trade Vendor				\$164.07
3.43	BELL HELICOPTER TEXTRON CANADA	CANADIAN SUPPLY CENTRE	BAY 101	58 AERO DRIVE N.E.	Calgary	AB	T2E 8Z9	Canada	Trade Vendor				\$10,050.64
3.44	BISPRO SERVICES		11 COLONEL BUTLER DRIVE		Markham	ON	L3P 6B5	CANADA	Trade Vendor				\$10,118.73
3.45	BLUE SKY INDUSTRIES, INC		595 MONTEREY PASS ROAD		Monterey Park	CA	91754-2416		Trade Vendor				\$1,977.10
3.46	BOEING US TRAINING & FLIGHT SERVICES		FLIGHT SERVICES LLC	PO. BOX 849899	Dallas	TX	75284-9899		Trade Vendor				\$4,300.00
3.47	BRANDED DISTRIBUTION		7542 134A STREET		Surrey	BC	V3W 7J1	Canada	Trade Vendor				\$1,130.92
3.48	BRISTOW TECHNICAL SERVICES LTD		REDHILL AERODROME REDHILL		Surrey		RH1 5JZ	United Kingdom	Trade Vendor				\$1,936.70
3.49	BROADRIDGE		PO Box 57461	Postal Station A	Toronto	ON	M5W 5M5	Canada	Trade Vendor				\$238.28
3.50	BROWN AVIATION TOOL SUPPLY CO		TOOL SUPPLY COMPANY	2536 S.E. 15TH STREET	Oklahoma City	OK	73129		Trade Vendor				\$619.45
3.51	BT CANADA INC		80 Bloor Street West	Suite#1502	Toronto	ON	M5S 2V1	Canada	Trade Vendor				\$5,750.72
3.52	CADORATH AEROSPACE, INC		2070 LOGAN AVENUE		Winnipeg	MB	R2R 0H9	Canada	Trade Vendor				\$2,446.50
3.53	CADORATH PLATING CO		2150 LOGAN AVENUE		Winnipeg	MB	R2R 0J2	Canada	Trade Vendor				\$2,155.39
3.54	CALCO AEROSPACE		200 E. Felix Street		Fort Worth	TX	76115		Trade Vendor				\$2,000.00
3.55	CANADIAN AIRPARTS		4193 104TH STREET		Delta	BC	V4K 3N3	Canada	Trade Vendor				\$14,641.20
3.56	CANADIAN BODY SHOP SUPPLIES LTD		3780 William Street		Burnaby	BC	V5C 3H7	Canada	Trade Vendor				\$171.55
3.57	CANADIAN LINEN AND UNIFORM SERVICE		BOX 51082	RPO TYNDALL	Winnipeg	MB	R2X 3C6	Canada	Trade Vendor				\$779.09
3.58	CANADIAN SOCIETY OF CUSTOM BROKERS		55 Murray St		Ottawa	ON	K1N 5M3	Canada	Trade Vendor				\$716.41
3.59	CASCADE AEROSPACE INC.		1337 TOWNLINE ROAD		Abbotsford	BC	V2T 6E1	Canada	Trade Vendor				\$465.87
3.60	CERIDIAN CANADA LTD		125 Garry Street		Winnipeg	MB	R3C 3P2	Canada	Trade Vendor				\$117.95
3.61	CIVICA UK LTD		1 SOVEREIGN COURT SOUTH	PORTWAY ROUND, SPINNEY	Northampton		NN3 8RH	United Kingdom	Trade Vendor				\$11,730.30
3.62	CLASSIC PRINTING SERVICES LTD		1450 ADANAC ST		Vancouver	BC	V5L 2C3	Canada	Trade Vendor				\$39.20
3.63	COGIT SYSTEMS INC		906 IVORY RIDGE LN		Houston	TX	77094		Trade Vendor				\$9,800.00
3.64	COLLABORATIVE SOLUTIONS, LLC		11400 COMMERCE PARK DRIVE	SUITE 500B	Reston	VA	20191		Trade Vendor				\$8,195.00
3.65	CONCEPT FINISHES LTD		#105 11211 Bridgeport Road		Richmond	BC	V6X 1T3	Canada	Trade Vendor				\$809.00
3.66	CONTROL SALES & SERVICE INC		426 N.KEALY AVE		Lewisville	TX	75057		Trade Vendor				\$5,600.00
3.67	CORIX CONTROL SOLUTIONS LIMITED		Unit 115	1551 Broadway Street	Port Coquitlam	BC	V3C 6N9	Canada	Trade Vendor				\$130.96
3.68	CORPORATION SERVICE COMPANY		PO Box 13397		Philadelphia	PA	19101-3397		Trade Vendor				\$416.00
3.69	CRYSTAL TECHNICAL SERVICES INC		501 - 3292 PRODUCTION WAY		Burnaby	BC	V5A 4R4	CANADA	Trade Vendor				\$3,746.51
3.70	CULLIGAN		1415 MORRIE AVE		Cheyenne	WY	82001		Trade Vendor				\$307.39
3.71	DAEMAR INC		1635 Lakes Parkway	Suite F	Lawrenceville	GA	30043		Trade Vendor				\$1,207.77
3.72	DELAVAN INC (DYNATECH)		PO BOX 840576		Dallas	TX	75284-0576		Trade Vendor				\$321.60
3.73	DELL SOFTWARE, CANADA		PO BOX 15252	STATION A	Toronto	ON	M5W 1C1	Canada	Trade Vendor				\$148.73
3.74	DELTA SUNSHINE TAXI(1972) LTD.		203-12837-76 Avenue		Surrey	BC	V3W 2V3	Canada	Trade Vendor				\$424.83
3.75	DENTONS CANADA LLP		20TH FLOOR 250 HOWE STREET		Vancouver	BC	V6C 3R8	Canada	Trade Vendor		X		Undetermined
3.76	DHL EXPRESS (CANADA), LTD		18 PARKSHORE DRIVE		Brampton	ON	L6T 5M1	Canada	Trade Vendor				\$634.16
3.77	DOUBLE R RENTALS		4836 Elliott Street		Delta	BC	V4K 2X8	Canada	Trade Vendor				\$388.47
3.78	DQ2 SOLUTIONS LIMITED		71 FRECKER DRIVE		St. Johns	NL	A1E 5X3	Canada	Trade Vendor				\$1,397.98
3.79	DT UNISON ENTERPRISES LTD		4460 NO.4 ROAD		Richmond	BC	V6X 2M3	CANADA	Trade Vendor				\$13,295.47
3.80	DYNACOM COMMUNICATIONS		14575 Kingston Place		Surrey	BC	V3S 5E6	Canada	Trade Vendor				\$11,616.62

In re: Heli-One Canada ULC
Case No. 16-31893
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	Basis for claim	Contingent	Unliquidated	Disputed	Amount of claim
3.81	E.B. PEERLESS LTD		Unit 130-6651 Elmbridge Way		Richmond	BC	V7C 5C2	Canada	Trade Vendor				\$1,856.40
3.82	EDUCE DESIGN		3527 W. 22ND AVE		Vancouver	BC	V6S 1J4	CANADA	Trade Vendor				\$1,154.67
3.83	ELECTRO ENTERPRISES INCORPORATED		3601 N I-35 Service Road		Oklahoma City	OK	73111		Trade Vendor				\$35.43
3.84	ELECTROMATIC EQUIPMENT CO, INC		600 OAKLAND AVE		Cedarhurst	NY	11516		Trade Vendor				\$100.00
3.85	ENCORE METALS		7470 Vantage Way		Delta	BC	V4G 1H1	Canada	Trade Vendor				\$1,266.09
3.86	EVRY NORGE AS		POSTBOKS 4040 VIKA		Mo I Rana		8606	Norway	Trade Vendor				\$9,911.77
3.87	EX-CHANGE PARTS AB		HOLLANDERGATAN 22		Stockholm		113 59	SWEDEN	Trade Vendor				\$195.00
3.88	FARRIS, VAUGHAN, WILLS & MURPHY LLP		700 West Georgia St	25th Floor	Vancouver	BC	V7Y 1B3	Canada	Trade Vendor				\$2,850.15
3.89	FEDERAL EXPRESS CANADA LTD		P.O. Box 4626 Toronto Station A		Toronto	ON	M5W 5B4	Canada	Trade Vendor		X		Undetermined
3.90	FINMECCANICA S.P.A. HELICOPTERS DIV.		PIAZZA MONTE GRAPPA 4		Rome		195	Italy	Trade Vendor		X		Undetermined
3.91	FISHER & PHILLIPS LLP		1801 California Street, Suite 2700		Denver	CO	80202		Trade Vendor		X		Undetermined
3.92	FIVE STAR NDT		5628 SPRINTER LANE BONITA BONITA		San Diego	CA	91902		Trade Vendor				\$300.00
3.93	FLASHPOINT FUELS LTD		1740 Woodvale Ave		Coquitlam	BC	V3J 3H4	Canada	Trade Vendor				\$1,094.41
3.94	FLORIDA AERONAUTICS INC		Powerline Business	Park 4100 N. Powerline Rd, Suite A4	Pompano Beach	FL	33073		Trade Vendor				\$2,723.95
3.95	FLYNN CANADA LTD		19175 22nd Ave		Surrey	BC	V3S 3S6	Canada	Trade Vendor				\$3,542.19
3.96	FORTIS BC		P.O. Box 6666	Stn. Terminal	Vancouver	BC	V6B 6M9	Canada	Trade Vendor				\$4,224.44
3.97	FRAGOMEN, DEL REY, BERNSEN&LOEWY LLP		75 REMITTANCE DRIVE	SUITE #6072	Chicago	IL	60675-6072		Trade Vendor				\$10,700.00
3.98	G.E.M.S.		20930 46TH AVE		Langley	BC	V3A 3J3	Canada	Trade Vendor				\$1,569.78
3.99	GENERAL FASTENERS LTD.		1481 Lindsey Place		Delta	BC	V3M 6V1	Canada	Trade Vendor				\$649.33
3.100	GLOBAL AVIATION HELICOPTER LLC		8700 FREEPORT PKWY	SUITE 210	Irving	TX	75063		Trade Vendor				\$1,000.00
3.101	GOODRICH LIGHTING SYSTEMS, INC		BERTRAM STRASSE 8	Att MRS.BOXBERGER	Lippstadt		59554	Germany	Trade Vendor				\$2,433.00
3.102	GRAND & TOY		4560 Tillicum Street		Burnaby	BC	V5J 5L4	Canada	Trade Vendor				\$30.84
3.103	GRAPHIC IMPRESSIONS LTD		#125-21600 Westminster Hwy		Richmond	BC	V6V 0A2	Canada	Trade Vendor				\$7,398.97
3.104	GRAPHICALLY SPEAKING SERVICES INC		Suite #604	750 West Pender St	Vancouver	BC	V6C 2T7	Canada	Trade Vendor				\$35.14
3.105	HAZZARD SCREENPRINTING LTD		6877 PALM AVENUE		Burnaby	BC	V6J 4M1	Canada	Trade Vendor				\$225.71
3.106	HELICOPTER ACCESSORY SERVICES LTD.		6258 202ND STREET		Langley	BC	V2Y 1N2	Canada	Trade Vendor				\$7,914.90
3.107	HOME DEPOT CREDIT SERVICES		Box 4609	STN A	Toronto	ON	M5W 4Z5	Canada	Trade Vendor				\$747.35
3.108	HOPE AERO PROP & COMPONENTS INC.		7605 BATH ROAD		Mississauga	ON		CANADA	Trade Vendor				\$425.25
3.109	HOWELL INSTRUMENT INC		8945 SOUTH FREEWAY		Fort Worth	TX	76140-4911		Trade Vendor				\$1,300.00
3.110	H-S TOOL & PARTS INC.		140-2560 SIMPSON ROAD		Richmond	BC	V6X 2P9	CANADA	Trade Vendor				\$15,823.50
3.111	HYSECO FLUID SYSTEMS LTD		145 West 2nd Avenue		Vancouver	BC	V5Y 1B8	Canada	Trade Vendor				\$408.03
3.112	I.T. BLUEPRINT SOLUTIONS CONSULTING		20997 86A AVE		Langley	BC	V1M 2L3	Canada	Trade Vendor				\$5,666.49
3.113	IBM CANADA		PO BOX 34030		Vancouver	BC	V6J 4M1	Canada	Trade Vendor				\$54,922.54
3.114	IDEAL GEAR & MACHINE WORKS,INC		6415 River Rd		Delta	BC	V4K 5B9	Canada	Trade Vendor				\$1,747.71
3.115	IMAGE CAPTURE MEDIA		204 - 1610 WEST 12TH AVE		Vancouver	BC	V6J 2E4	Canada	Trade Vendor				\$3,076.09
3.116	INFINITE SYSTEMS		23937 Dorrington Est. Ln		Conroe	TX	77385		Trade Vendor				\$72.55
3.117	INFOR (CANADA) LTD	C/O T27535	PO BOX 4275	POSTAL STATION A	Toronto	ON	M5W 5V8	Canada	Trade Vendor				\$112.50
3.118	INTECH SUPPLIES LTD		140 - 8851 Beckwith Road		Richmond	BC	V6X 1V4	Canada	Trade Vendor				\$3,604.82

In re: Heli-One Canada ULC
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Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	Basis for claim	Contingent	Unliquidated	Disputed	Amount of claim
3.119	INTEGRITECH CONSULTING INC		301 WESTERN DRIVE		North Aurora	IL	60542		Trade Vendor				\$33,460.00
3.120	Intercompany net payable								Intercompany				\$131,595,652.15
3.121	INTERFACE AIR REPAIR, INC		2470 CORAL STREET		Vista	CA	92081		Trade Vendor				\$3,500.00
3.122	INTERTURBINE AVIATION LOGISTICS		88269 EXPEDITE WAY		Chicago	IL	60695-0001		Trade Vendor				\$357.59
3.123	INVENTORY LOCATOR SERVICE (ILS)		8001 Centerview Parkway	Suite 400	Memphis	TN	38018		Trade Vendor				\$146.59
3.124	ION SECURED NETWORKS		Bankers Hall West 1000	3rd Street SW	Calgary	AB	T2P 5C5	Canada	Trade Vendor				\$3,533.56
3.125	IRON MOUNTAIN		PO Box 3527	Station A	Toronto	ON	M5W 3G4	Canada	Trade Vendor				\$1,220.65
3.126	IZZDONE CONSULTING LDA-PÓLO TECNOLÓG		ESTRADA DO PAÇO DO LUMIAR LOTE 1		Lisboa		PT 1600546	Portugal	Trade Vendor				\$720.00
3.127	JACK R. HULS & CO. CUSTOM BROKERS		61 - 12th Street	P.O. Box 1599	Blaine	WA	98231		Trade Vendor				\$130.39
3.128	Jaskarn Gill		5938 132 St		Surrey	BC	V3X 1N1	Canada	Litigation		X	X	Undetermined
3.129	JEPPESSEN SANDERSON		PO Box 840864		Dallas	TX	75284-0864		Trade Vendor				\$270.89
3.130	K.W. LOCK & SAFE LTD.		5580-44th Avenue		Delta	BC	V4K 1E1	Canada	Trade Vendor				\$1,275.47
3.131	KALLISTA ELECTRONICS LTD.		Naldred Farm Offices Bord Hill Lane		West Sussex		RH16 1XR	United Kingdom	Trade Vendor				\$2,086.13
3.132	KB CONSULTING		3023 161 Street		Surrey	BC	V3S 0Z8	Canada	Trade Vendor				\$209.18
3.133	KING & SPALDING LLP		PO Box 116133		Atlanta	GA	30368-6133		Trade Vendor				\$16,172.50
3.134	KLX INC (B/E AEROSPACE CONSUMEABLE)		10000 N.W. 15th Terrace Miami		Miami	FL	33172		Trade Vendor				\$3,557.98
3.135	KPMG LAW ADVOKATFIRMA AS		POSTBOKS 7000		Oslo		0306	Norway	Trade Vendor				\$4,544.74
3.136	KPMG LLP (ONTARIO, CANADA)		PO Box 4348 Station A		Toronto	ON	M5W 7A6	Canada	Trade Vendor				\$12,199.15
3.137	LABINAL INC		2300 MERRILL CREEK PARKWAY	SUITE 100	Everett	WA	98203		Trade Vendor				\$58,683.18
3.138	LADNER HARBOUR MACHINE SHOP		4878 Elliott Street		Delta	BC	V4K 2X8	Canada	Trade Vendor				\$1,639.87
3.139	LARYEA, LARYEA & COMPANY P.C		No. 5 Mankralo Close, East Cantonments	P.O. Box TF175, Trade Fair Centre	Accra			Ghana	Trade Vendor				\$23,645.00
3.140	Laura Irwin	c/o Rubin Thomlinson, Adrian Ishak	20 Adelaide St. East	Suite 1104	Toronto	ON	M5C 2T6	Canada	Litigation		X	X	Undetermined
3.141	LEANSWIFT SOLUTIONS INC		1980 N. ATLANTIC AVE	STE 1008	Melbourne	FL	32931		Trade Vendor				\$370.00
3.142	LEAR ROMEC CRANE		PO Box 405360		Atlanta	GA	30384-5360		Trade Vendor				\$22,298.32
3.143	LEVELTON CONSULTANTS LTD.		#150-12791 Clarke Place		Richmond	BC	V6V 2H9	Canada	Trade Vendor				\$1,677.62
3.144	LK SHIELDS SOLICITORS		40 Upper Mount Street		Dublin 2			Ireland	Trade Vendor				\$3,189.42
3.145	LUMINATOR HOLDING L.P.		25969 NETWORK PLACE		Chicago	IL	60673-1259		Trade Vendor				\$4,204.90
3.146	LYRECO (CANADA) INC		40 WEST BEAVER CREEK RD		Richmond Hill	ON	L4B 1G5	CANADA	Trade Vendor				\$3,589.05
3.147	M.GREG BENISTON		1802 - 1000 BEACH AVE		Vancouver	BC	V6E 4M2	Canada	Trade Vendor				\$6,956.29
3.148	MAHLER INDUSTRIES		1324 KETCH COURT		Coquitlam	BC	V3K 6W1	Canada	Trade Vendor				\$2,186.69
3.149	MANUS ABRASIVE SYSTEMS INC.		1040-78 th Ave.		Edmonton	AL	T6P 1L7	Canada	Trade Vendor				\$1,925.80
3.150	MATHA JANTHORN CO LTD		779 SOI RAJCHADA 18	RAJCHADAPISEK RD, HUEY KWANG	Bangkok		10310	Thailand	Trade Vendor				\$9,521.59
3.151	MAXXAM ANALYTICS INTERNATIONAL CORP.		4606 CANADA WAY		Burnaby	BC	V5G 1K5	Canada	Trade Vendor				\$234.75
3.152	MCMMASTER-CARR SUPPLY COMPANY		PO Box 7690		Chicago	IL	60680		Trade Vendor				\$6.54
3.153	MEDIQUEST TECHNOLOGIES INC.		1401 Bewicke Avenue		North Vancouver	BC	V7M 3C7	Canada	Trade Vendor				\$920.39
3.154	MERCURY VENDING SERVICES LTD		19045 60B AVE		Surrey	BC	V3S 8C9	Canada	Trade Vendor				\$4,069.17
3.155	MILESTONE AVIATION GROUP		BLOCK 4, THE HARCOURT CENTRE	HARCOURT ROAD	Dublin 2			IRELAND	Lease		X		Undetermined

In re: Heli-One Canada ULC
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Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	Basis for claim	Contingent	Unliquidated	Disputed	Amount of claim
3.156	MOOG, INC		159 8th AVENUE	NW	West Fargo	ND	58078		Trade Vendor				\$4,550.00
3.157	MTS ALLSTREAM INC		7550 Birchmount Road		Markham	ON	L3R 6C6	Canada	Trade Vendor				\$16.54
3.158	MULTI-PLAST INDUSTRIES (1987)		150-12571 Bridgeport road		Richmond	BC	V6V 1J4	Canada	Trade Vendor				\$215.14
3.159	NAVAIR TECHNOLOGIES		6375 Dixie Road Unit 7		Mississauga	ON	L5T 2E7	Canada	Trade Vendor				\$89.02
3.160	NEWARK CORPORATION		6375 DIXIE ROAD SUITE 202		Mississauga	ON	L5T 2E7	Canada	Trade Vendor				\$85.51
3.161	NULINE CRATES INC.		2031 Paramount Crescent		Abbotsford	BC	V2T 6A5	Canada	Trade Vendor				\$449.03
3.162	OCEAN PARK FORD		UNIT 2F	3050 KING GEORGE BOULEVARD	Surrey	BC	V4P 1A2	Canada	Trade Vendor				\$50.41
3.163	Office of the Superintendent of Financial Institutions		255 Albert Street		Ottawa	ON	K1A 0H2	Canada	Pensions		X		Undetermined
3.164	OPEIU	President's Office	Office and Professional Employees International Union	80 Eighth Avenue, 20th Floor	New York	NY	10011		Litigation		X	X	Undetermined
3.165	OPTIMA AERO INC		2365 Rue de l'Aéroport	St-Mathieu-de-Beloil	Quebec,		J3G 0C9	Canada	Trade Vendor				\$1,045.80
3.166	P&WC COMPONENT REPAIRS		3101 Hammon Road		Wichita Falls	TX	76310		Trade Vendor				\$6,855.00
3.167	PACIFIC AVIONICS & INSTRUMENTS		4200 Cowley Crescent		Richmond	BC	V7B 1B8	CANADA	Trade Vendor				\$1,472.40
3.168	PACIFIC RESINS & COATINGS LTD		#151 - 5489 Byrne Road		Burnaby	BC	V5J 3J1	Canada	Trade Vendor				\$1,373.98
3.169	PANALPINA INC		6350 Cantay Road		Mississauga	ON	L5R 4E2	Canada	Trade Vendor				\$61,406.93
3.170	PARKER HANNIFIN CANADA,VELCON FILTRA		241 Shearson Crescent		Cambridge	ON	N1T 1J5	CANADA	Trade Vendor				\$2,980.90
3.171	PATLON AIRCRAFT & INDUSTRIES LTD.		8130 Fifth Line		Halton Hills	ON	L7G 0B8	Canada	Trade Vendor				\$1,757.77
3.172	PITNEY BOWES LEASING		PO BOX 190		Orangeville	ON	L9W 2Z6	Canada	Trade Vendor				\$945.42
3.173	PLC ELECTRONICS CALBRATION DIVISION		9 - 3871 NORTH FRASER WAY		Burnaby	BC	V5J 5G6	Canada	Trade Vendor				\$1,837.95
3.174	PRATT & WHITNEY CANADA CORPORATION		ATTENTION TREASURY (01B05)	1000 MARIE VICTORIN	Longueuil	QB	J4G 1A1	Canada	Trade Vendor				\$109,425.46
3.175	PRATT & WHITNEY COMPONENT SOLUTIONS,		4905 STARIHA DRIVE		Muskegon	MI	49441		Trade Vendor				\$2,280.00
3.176	PRAXAIR DISTRIBUTION		Div of Praxair Canada Inc.	PO Box 2531, Station M	Calgary	AB	T2P 0S6	Canada	Trade Vendor				\$1,605.60
3.177	PRECISION FUEL COMPONENTS LLC		3220 100th Street	SW, Bldg E	Everett	WA	98204		Trade Vendor				\$14,219.00
3.178	PREMIER SECURITY INC		603 - 1055 WEST BROADWAY		Vancouver	BC	V6H 1E2	CANADA	Trade Vendor				\$6,024.39
3.179	PRIME INDUSTRIES, INC.		406 DIVIDEND DRIVE		Peachtree	GA	30269		Trade Vendor				\$57.38
3.180	PROGRESSIVE MESSENGER LTD		#102 - 9900 RIVER DRIVE		Richmond	BC	V6X 3S3	Canada	Trade Vendor				\$4,303.41
3.181	PROTOOL INDUSTRIAL SALES & SERVICE		#11960 Hammersmith Way 160		Richmond	BC	V7A 5C9	Canada	Trade Vendor				\$1,864.70
3.182	R.B ANNIS INSTRUMENTS INC		117 W. FRANKLIN STREET		Greencastle	IN	46135		Trade Vendor				\$128.00
3.183	R.J. WALDRON & CO. (1987) LTD.		110 - 5920 No. 2 Road		Richmond	BC	V7C 4R9	Canada	Trade Vendor				\$558.55
3.184	RECEIVER GENERAL FOR CANADA		1166 West Pender Street		Vancouver	BC	V6E 3H8	Canada	Trade Vendor				\$1.83
3.185	REED BUSINESS INFORMATION LIMITED		Customer Accounts Department	Wellesley Road	Sutton	Surrey	SM2 5NP	United Kingdom	Trade Vendor				\$2,609.85
3.186	REED BUSINESS INFORMATION LTD		THE FLIGHT GROUP QUADRANT HOUSE	THE QUADRANT, SUTTON	Surrey		SM2 5AS	United Kingdom	Trade Vendor				\$55,722.61
3.187	RELIABLE MOBILE HEARING TESTING LTD		Surrey Central Business Park	#2007-7445 132nd Street	Surrey	BC	V3W 1J8	Canada	Trade Vendor				\$20.41
3.188	REVOLUTION EQUIPMENT INC		19500 56 Ave		Surrey	BC	V3S 6K4	Canada	Trade Vendor				\$669.38
3.189	REVOLUTION RESOURCE RECOVERY		19500 - 56th Avenue		Surrey	BC	V3S 6K4	Canada	Trade Vendor				\$2,526.88
3.190	RICHARDSON HELICOPTER SERVICES		1605 FAIRHAVEN DR		Mansfield	TX	76063		Trade Vendor				\$9,000.00
3.191	ROBERT HALF		PO Box 70207	Station A	Toronto	CA	M5W 2X5	Canada	Trade Vendor		X		Undetermined
3.192	ROGERS WIRELESS		PO Box 8878	STN Terminal	Vancouver	BC	V6B 0H6	Canada	Trade Vendor				\$2,280.14

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Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	Basis for claim	Contingent	Unliquidated	Disputed	Amount of claim
3.193	ROTAIR INDUSTRIES		964 CRESCENT AVENUE		Bridgeport	CT	6607		Trade Vendor				\$7,281.00
3.194	Royal Trust Corporation of Canada		155 Wellington St. West, 20th Floor		Toronto	ON	M5V 3K7	Canada	Pensions		X		Undetermined
3.195	SAXON AEROSPACE INC.		PO BOX 93001, Willowbrook	PO 135-19705, Fraser Hwy	Langley	BC	V3A 8H2	Canada	Trade Vendor		X		Undetermined
3.196	SCHENKER OF CANADA LTD (BAX GLOBAL)		3A - 1030 WEST GEORGIA STREET		Vancouver	BC	V6E 2Y3	Canada	Trade Vendor				\$2,881.98
3.197	SERMATECH POWER SOLUTIONS		C/O M2177 CASE POSTALE	11559 SUCCURSALE CENTRE-VILLE	Montreal	QC	H3C 5N7	Canada	Trade Vendor				\$2,065.85
3.198	SHADIN CO.,INC		6831 OXFORD STREET	55426	St. Louis Park	MN			Trade Vendor				\$250.00
3.199	SIFCO		2926 Momentum Place		Chicago	IL	60689-5329		Trade Vendor				\$1,907.00
3.200	SIKORSKY COMMERCIAL INC. (HSI)		PO BOX 111068		Trumbull	CT	06611-0868		Trade Vendor		X		Undetermined
3.201	SIKORSKY HELITECH - AUSTRALIA		PO BOX 1374		Eagle Farm	QLD	4009	Australia	Trade Vendor				\$16,658.31
3.202	SKY-HI SCAFFOLDING LTD		3195 Production Way		Burnaby	BC	V5A 3H2	Canada	Trade Vendor				\$2,309.17
3.203	SNAP ON INDUSTRIAL		195A HARRYWALKER PARKWAY		Newmarket	ON	L3Y 7B3	Canada	Trade Vendor				\$6,238.17
3.204	SOUTHEAST AEROSPACE, INC.		1399 General Aviation Drive		Melbourne	FL	32935		Trade Vendor				\$6,720.00
3.205	START PAC (ROTORCRAFT ENTERPRISES)		4357 West Sunset Road		Las Vegas	NV	89118		Trade Vendor				\$1,495.00
3.206	STERLING BACK CHECK CANADA CORP		19433 96 AVE	SUITE 200	Surrey	BC	V4N 4C4	CANADA	Trade Vendor				\$1,003.37
3.207	STERLING COURIER		175-28 148TH STREET		Jamaica	NY	11434		Trade Vendor				\$22,364.35
3.208	SUNPROJECT OF CANADA INC		3530 Boul. des Entreprises		Terrebonne	QC	J6X 4J8	Canada	Trade Vendor				\$3,898.53
3.209	SURF TECH INDUSTRIES		2621 MURRAY STREET		Port Moody	BC	V3H 1X1	CANADA	Trade Vendor				\$48.57
3.210	SWISS AVIATION SOFTWARE		PO BOX 4002 NWST 381108 CH		Basel			Switzerland	Trade Vendor				\$1,925.00
3.211	SYSCO VANCOUVER		1346 Kingsway Ave		Port Coquitlam	BC	V3C 6G4	Canada	Trade Vendor				\$151.55
3.212	TAG AEROSPACE INC.		Suite 115	7350 - 72nd Street	Delta	BC	V4G 1H9	Canada	Trade Vendor				\$2,221.49
3.213	TARGET SPECIALTY ADVERTISING		#2119 - 11871 Horseshoe Way		Richmond	BC	V7A 5H5	Canada	Trade Vendor				\$362.66
3.214	TASS INC		12016 115TH AVE	N-E SUITE 100	Kirkland	WA	98034		Trade Vendor				\$3,354.45
3.215	TBII (TIMKEN BEARING INSPECTION INC)		4422 Coporate Center Drive		Los Alamitos	CA	90720-2539		Trade Vendor				\$77,700.00
3.216	TECHNICUT INDUSTRIAL SUPPLY INC.		Unit #1	9535 190th Street	Surrey	BC	V4N 3S1	Canada	Trade Vendor				\$154.38
3.217	TELEDYNE CONTROLS USA	ATT:JEROME OWENS	12333 WEST OLYMPIC BLVD.		West Los Angeles	CA	90064		Trade Vendor				\$67,000.00
3.218	TELUS	ATTN PAYMENT PROCESSING	PO BOX 2210	STATION TERMINAL	Vancouver	BC	V6B 8P3	Canada	Trade Vendor				\$1,305.56
3.219	TEMPLATES 4 BUSINESS INC		302 - 1155 WEST PENDER STREET		Vancouver	BC	V6E 2P4	CANADA	Trade Vendor				\$8,536.93
3.220	The Bank of New York Mellon as Indenture Trustee		International Corporate Trust	101 Barclay Street, Floor 4 East	New York	NY	10286		Senior Unsecured Notes		X		Undetermined
3.221	THOMAS SKINNER & SON LIMITED		13880 VULCAN WAY		Richmond	BC	V6V 1K6	Canada	Trade Vendor				\$2,075.50
3.222	TRACE INC		151 West Street	Suite 300	Annapolis	MD	21401		Trade Vendor		X		Undetermined
3.223	TRANS CANADA LABELS		105-1628 Fosters Way	Annacis Island	Delta	BC	V3M 6S6	Canada	Trade Vendor				\$1,853.69
3.224	TRANSPERFECT TRANSLATIONS INC		777 HORNBY STREET	SUITE 1960	Vancouver	BC	V6Z 1S4	Canada	Trade Vendor				\$6,171.01
3.225	TRANZACT TECHNOLOGIES INC		360 W. Butterfield Road	Suite 400	Elmhurst	IL	60126		Trade Vendor				\$28,514.59
3.226	TROTEC LASER CANADA		#705 - 20381 62nd Avenue		Langley	BC	V3A 5E6	Canada	Trade Vendor				\$706.03
3.227	TROY LIFE & FIRE SAFETY LTD		1042 2nd Avenue East		Owen Sound	ON	N4K 2H7	Canada	Trade Vendor				\$4,661.90
3.228	ULINE		BOX 3500 RPO STREETVILLE		Mississauga	ON	L5M 0S8	Canada	Trade Vendor				\$1,495.29
3.229	ULINE CANADA		60 HEREFORD STREET		Brampton	ON	L6Y 0N3	CANADA	Trade Vendor				\$115.08
3.230	UNIFIRST CANADA LTD.		9189 196 A Street		Langley	BC	V1M 3B5	Canada	Trade Vendor				\$7,312.58
3.231	UNISOURCE CANADA INC		Box 8234	LBX V8234 ST TRM	Vancouver	BC	V6B 6N3	Canada	Trade Vendor				\$3,866.54

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Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	Basis for claim	Contingent	Unliquidated	Disputed	Amount of claim
3.232	UNITED RENTALS OF CANADA, INC.		1269 Topsail Road	P.O. Box 939	Mount Pearl	NL	A1N 3C9	Canada	Trade Vendor				\$870.56
3.233	URBAN LANDSCAPERS LTD		13327 58 B AVE		Surrey	BC	V3X 2N7	Canada	Trade Vendor				\$206.61
3.234	VANCOUVER INTL AIRPORT AUTHORITY	Vancouver International Airport	P.O. Box 23750	A.P.O.	Richmond	BC	V7B 1Y7	Canada	Trade Vendor				\$2,765.26
3.235	VECTOR AEROSPACE-HELICOPTER		4551 AGAR DRIVE		Richmond	BC	V7B 1A4	CANADA	Trade Vendor				\$20,475.00
3.236	WAYPOINT ASSET COMPANY (IRELAND) LTD		25/28 NORTH WALL QUAY		Dublin 1			Ireland	Lease		X		Undetermined
3.237	WENCOR LLC (SPRINGVILLE)		1625 NORTH 1100		West Springville	UT	84663		Trade Vendor				\$90.00
3.238	WESCAN CALIBRATION SERVICES		#9 - 12240 HORSESHOE WAY		Richmond	BC	V7A 4X9	Canada	Trade Vendor				\$2,855.94
3.239	WESCO AIRCRAFT		PO BOX 842302		Boston	MA	02284-2302		Trade Vendor				\$934.50
3.240	WEST UNIFIED COMMUNICATIONS SERVICES		P.O. Box 9559	Station M	Calgary	AB	T2P 5L8	Canada	Trade Vendor				\$14,754.57
3.241	WESTERN GASCO		#4 - 18925 94th Avenue		Surrey	BC	V4N 4X5	Canada	Trade Vendor				\$733.83
3.242	WESTERN SAFETY PRODUCTS		2920 MURRAY STREET		Port Moody	BC	V3H 1X2	Canada	Trade Vendor				\$100.42
3.243	WESTHOLME GRAPHICS, INC.		4360 Agar Drive		Richmond	BC	V7B 1A3	Canada	Trade Vendor				\$4,893.06
3.244	WIBAND COMMUNICATIONS CORP		187 COMMERCE DRIVE		Winnipeg	MB	R3P 1A2	CANADA	Trade Vendor				\$161.23
3.245	WILLIAMS MACHINERY		1881 United Blvd		Coquitlam	BC	V3K 0B6	Canada	Trade Vendor				\$400.70
										TOTAL:			\$133,233,729.75

In re: Heli-One Canada ULC
Case No. 16-31893
Schedule G
Executory Contracts and Unexpired Leases

Line	Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining
2.1	100417 P.E.I. INC.		94 Euston Street	Box 910		Charlottetown	PEI	C1A 7L9	Caada	Services Agreement	3/31/2016
2.2	62414 - Oerlikon Metco		1101 PROSPECT AVE			WESTBURY	NY	11590		Supply Agreement	3/16/2016
2.3	ABLE AEROSPACE INC.		7706 E. VELOCITY WAY			MESA	AZ	85212		Development Agreements	7/31/2018
2.4	Adaptive Insights Inc.		595 BURRARD ST SUITE 260	3 BENTALL CENTRE		VANCOUVER	BC	V7X 1L3	Canada	Software License Agreement	10/31/2016
2.5	ADP BRASIL LTDA		Rua Pedro Vicente 205/221 Armenia			SAO PAULO		1109010	Brazil	ADP Brazil Expert Connection	3/3/2016
2.6	AERONAUTICAL SYSTEMS INC		#100 - 43671 Trade Center Place			Sterling	VA	20166		Services Agreement	10/10/2016
2.7	AGUSTA S.P.A.	Attn Accounts Department	Via O Agusta 520			21017 Sahrate (VA)			ITALY	Service Center Agreement	12/31/2018
2.8	AGUSTA WESTLAND		Via G Agusta	520-21017 Cascina	Costa di Samarate (VA)				Italy	Repair and overhaul Agreement	12/31/2018
2.9	AgustaWestland SpA		Via G Agusta	520-21017 Cascina	Costa di Samarate (VA)				Italy	Aircraft Purchase Amendment	8/12/2015
2.10	AIRCRAFT COMPONENT DESIGN INC		376 COLLEGE HIGHWAY			SOUTHAMPTON, MA 01073				Development Agreements	12/1/2017
2.11	ALPHA AVIATION INC.		7800 Alpha Way			Delta	BC	V4K 0A7	Canada	Lease Agreement - Real-estate	12/31/2016
2.12	ALPHA AVIATION INC.		7800 Alpha Way			Delta	BC	V4K 0A7	Canada	Lease Agreement - Real-estate	2/28/2017
2.13	AON REED STENHOUSE INC		12TH FLOOR 401 W. GEORGIA STREET			VANCOUVER	BC V6B 5A1		Canada	Insurance	4/30/2015
2.14	ART Gabon		BP 569			Port-Gentil			Gabon	Agent Agreement	9/30/2015
2.15	AVINCO LTD		Attn Peter Dahm	5 Marine Terrace	Dun Laoghaire	CO DUBLIN			IRELAND	Agent Agreement (Fleet)	12/31/2015
2.16	Avion Pacific (China) Ltd.	11/F TOWER 2 SUITE 3905	FAR EAST FINANCE CENTRE 16 HARCOURT ROAD	ADMIRALTY HK 16 HK		Hong Kong		China		Aircraft Sale	12/31/2015
2.17	BT CANADA INC		80 Bloor Street West	Suite#1502		Toronto	ON T	M5S 2V1	Canada	Master Agreement	6/30/2017
2.18	BT CANADA INC		80 Bloor Street West	Suite#1502		Toronto	ON T	M5S 2V1	Canada	Statement of Work (SOW)	3/31/2018
2.19	Carcoon America, LLC		11226 PHILLIPS PARKWAY DRIVE	EAST SUITE 1		JACKSONVILLE	FL	32256		Non-Disclosure Agreement	3/16/2017
2.20	Chromalloy Gas Turbine LLC		PO BOX 676531			DALLAS	TEXAS	75267-6531		Chromalloy Engine (PT6) Repair Agreement	3/30/2018
2.21	Cielo, Inc.		GRAYS INN HOUSE			127 CLERKENWELL ROAD	LONDON	EC1R 5DB	United Kingdom	Services Agreement	6/30/2016
2.22	Cincinnati Bell Technology Solutions Inc.		1507 SOLUTIONS CENTER			CHICAGO	IL	60677-1005		Master Agreement	5/31/2018
2.23	DELOITTE & TOUCHE	11 Lansdowne Road	Claremont	7708	Docex 5				South Africa	Supply Agreement	12/31/2016
2.24	Diligent Corporation		510 Opperman Drive	PO Box 64833		St. Paul	MN	55164-1803		Software License Agreement	9/14/2016
2.25	Educe Design and Innovation Inc.		3527 W. 22ND AVE			VANCOUVER	BC	V6S 1J4	CANADA	Services Agreement	6/30/2015
2.26	ERICKSON AIR-CRANE INCORPORATED		3100 WILLOW SPRINGS ROAD			CENTRAL POINT	OR	97502		Non-Disclosure Agreement	4/30/2015
2.27	EUROCOPTER		270 AVENUE DU BOIS DE LA PIE		ZONE PARIS NORD II				France	HUMS Support Agreement	12/31/2017
2.28	Frankenstein Code TV Production Limited		2400 Boundary Road	#810		Burnaby	BC	V5M 3Z3	Canada	Services Agreement	1/9/2016
2.29	GE AVIATION (CINCINNATI OH)		One Neumann Way	Room 310		Cincinnati	OH	45215-6301		GE T58 TAA Agreement	4/30/2023
2.30	GE AVIATION (CINCINNATI OH)		One Neumann Way	Room 310		Cincinnati	OH	45215-6301		Non-Disclosure Agreement	2/18/2017

In re: Heli-One Canada ULC
Case No. 16-31893
Schedule G
Executory Contracts and Unexpired Leases

Line	Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining
2.31	GOODRICH ACTUATION SYSTEMS		106, RUE FOURNY	FR-78530 BUC CEDEX					FRANCE	Supply Agreement	8/12/2018
2.32	GOODRICH CORPORATION		104 Otis Street			Rome	NY	13441		Services Agreement	12/31/2018
2.33	HANSEN INDUSTRIES LTD 45458		2871 OLAFSEN AVE			RICHMOND	BC	V6X 2R4	CANADA	Supply Agreement	10/30/2015
2.34	Hartwell Corporation		900 RICHFIELD ROAD			PLACENTIA	CA	92870		Non-Disclosure Agreement	1/7/2021
2.35	HEICO PARTS GROUP		3000 TAFT STREET	HOLLYWOOD, FL						PMA Development and Supply Agreement	7/26/2017
2.36	HONEYWELL INTERNATIONAL INC.		1944, E SKY HARBOR CIRCLE				PHOENIX			HUMS Support Agreement	5/31/2015
2.37	HONEYWELL INTERNATIONAL INC.		1944, E SKY HARBOR CIRCLE				PHOENIX			HUMS Support Agreement	5/31/2017
2.38	HRD AERO SYSTEMS INC		25555 AVENUE STANDFORD			VALENCIA	CA	91355		Non-Disclosure Agreement	3/30/2017
2.39	HSBC		Ste. 200 - 885 West Georgia Street			Vancouver	BC	V6C 3G1	Canada	Treasury - Credit Agreement	9/30/2015
2.40	ICAO		999 UNIVERSITY STREET			MONTREAL	QUEBEC	H3C 5H7	Canada	Services Agreement	12/31/2016
2.41	JACTRON		Northdown Business Park Ashford Road			Lenham	Kent	ME17 2DL	United Kingdom	Services Agreement	12/31/2015
2.42	JAS Forwarding (USA), Inc		DEPT 3570	PO BOX 123570		DALLAS	TX	75312-3570		Services Agreement	5/1/2019
2.43	JAS Forwarding USA		DEPT 3570	PO BOX 123570		DALLAS	TX	75312-3570		Services Agreement	3/21/2017
2.44	Jones Lang LaSalle Real Estate Services, Inc.		PO BOX Q1589			SYDNEY	NSW	1230	Australia	Services Agreement	6/30/2016
2.45	KALLISTA ELECTRONICS LTD.		Naldred Farm Offices Bord Hill Lane Haywards Heath			West Sussex	RH16 1XR		United Kingdom	Supply Agreement	11/24/2018
2.46	KLX Inc. (fka B/E Aerospace Consumables) 52228		10000 N.W. 15th Terrace			Miami	FL	33172		Supply Agreement	2/19/2019
2.47	KPMG LLP (VANCOUVER CANADA)		777 Dunsmuir Street			Vancouver	BC	V7Y 1K3	Canada	Statement of Work (SOW)	5/15/2015
2.48	L3 WESCAM		649 NORTH SERVICE ROAD			W.BURLINGTON	ONTARIO	L7P 5B9	Canada	Supply Agreement	2/1/2016
2.49	Longboat Key Opportunities, LLC		1050 Lonboat Club Road			Longboat Key	FL	34228		Agent Agreement (Fleet)	8/10/2015
2.50	MEGGITT AVIONICS UK		7 Whittle Avenue	Segensworth East		FAREHAM	Hants	PO15 5SH	United Kingdom	HUMS Support Agreement Aircraft 920216	3/1/2016
2.51	Milestone Aviation Group		Minerva House	2nd Floor	Simmons Court Road	Dublin		4	Ireland	Aircraft 920229	5/1/2022
2.52	Milestone Aviation Group		Minerva House	2nd Floor	Simmons Court Road	Dublin		4	Ireland		6/6/2022
2.53	OPTIMA AERO INC		2365 Rue de l'Aéroport	St-Mathieu-de-Beloeil	Quebec, J3G 0C9				Canada	Supply Agreement	12/31/2018
2.54	Panalpina Gabon		BP 876			ZONE OPRAG PORT GENTIL			Gabon	Agent Agreement	8/1/2016
2.55	PARKER HANNIFIN CORP (NY)		300 Marcus Blvd			Smithtown	NY	11787		Supply Agreement	1/3/2019
2.56	PEERLESS AEROSPACE FASTENER CORP		141 EXECUTIVE BLVD			FARMINGDALE	NY	11735		Supply Agreement	2/19/2019
2.57	PF Collins Customs Brokerage		P.O. Box 5514			St. Johns	NF	A1C 5W4	Canada	Agent Agreement	11/15/2016
2.58	PRATT & WHITNEY CANADA LTD		CALGARY SERVICE CENTER	1351 AVIATION PARK NE		CALGARY	AB	T2E 7E8	Canada	Frame Contract for PT6 Engines - Services and Parts	12/31/2014
2.59	Progressive Messenger Ltd.		#102 - 9900 RIVER DRIVE			RICHMOND	BC	V6X 3S3	Canada	Services Agreement	1/17/2018

In re: Heli-One Canada ULC
Case No. 16-31893
Schedule G
Executory Contracts and Unexpired Leases

Line	Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining
2.60	Richardson Helicopter Services LLC		1605 FAIRHAVEN DR			MANSFIELD	TX	76063		Services Agreement	7/12/2016
2.61	Ryan ULC		6775 FINANCIAL DRIVE	SUITE 102		MISSISSAUGA	ON	L5N 0A4	Canada	Services Agreement	7/31/2016
2.62	Salesforce.com		C/O 913321	PO BOX 4090	STN A	TORONTO	ON	M5W 0E9	Canada	Software License Agreement	3/31/2016
2.63	SIKORSKY AIRCRAFT CORPORATION		6900 MAIN STREET			Stratford	CT	06615-9129		Services Agreement	9/8/2017
2.64	SIKORSKY AIRCRAFT CORPORATION		6900 MAIN STREET			Stratford	CT	06615-9129		Services Agreement	4/29/2019
2.65	SIKORSKY AIRCRAFT CORPORATION - 40174		6900 MAIN STREET			Stratford	CT	06615-9129		Services Agreement	9/8/2018
2.66	SIKORSKY AIRCRAFT CORPORATION - 40174		6900 Main Street	P.O. Box 9729, Mail Stop B205A		Stratford	CT	06615		Services Agreement	9/8/2018
2.67	SIKORSKY AIRCRAFT CORPORATION - 40174		6900 Main Street	P.O. Box 9729, Mail Stop B205A		Stratford	CT	06615		Services Agreement	9/5/2018
2.68	SIKORSKY AIRCRAFT CORPORATION - 40174		6900 Main Street	P.O. Box 9729, Mail Stop B205A		Stratford	CT	06615		Services Agreement	9/6/2018
2.69	SIKORSKY AIRCRAFT CORPORATION - 40174		6900 Main Street	P.O. Box 9729, Mail Stop B205A		Stratford	CT	06615		Services Agreement	9/6/2018
2.70	Sikorsky International Operations Inc.		6900 Main Street			Stratford	CT	06497-9129		OEM other	1/1/2016
2.71	SNL Financial LC		1718 ARGYLE STREET	SUITE 300	HALIFAX	NOVA SCOTIA		B3J 3N6	CANADA	Services Agreement	12/29/2016
2.72	TLC SA Transportation and Logistics Consulting		BP 2160			PORT GENTIL			Gabon	Agent Agreement	11/15/2016
2.73	TLC SA Transportation and Logistics Consulting		BP 2160			PORT GENTIL			Gabon	Agent Agreement	9/1/2016
2.74	TURBOMECA USA		2709 Forum Drive			Grand Prairie	TX	45052-7099		H1 US - TM CREX for Arriel Engines	12/31/2017
2.75	VANCOUVER INTL AIRPORT AUTHORITY		Vancouver International Airport	P.O. Box 23750	A.P.O.	Richmond	BC	V7B 1Y7	Canada	Lease Agreement - Real-estate	9/30/2038
2.76	VANCOUVER INTL AIRPORT AUTHORITY		Vancouver International Airport	P.O. Box 23750	A.P.O.	Richmond	BC	V7B 1Y7	Canada	Lease Agreement - Real-estate	9/30/2018
2.77	Waypoint Leasing		8 Riverpoint	Bishops Quay		Limerick		V94 WC6A	Ireland	Aircraft 920022	4/29/2021
2.78	WILLIS CORROON AEROSPACE OF CANADA		1095 West Pender Street			Vancouver, BC			Canada	Insurance	7/2/2016
2.79	FLIR Systems Inc.		27700 SW Parkway Avenue			Wilsonville	OR	97070		Services Agreement	7/31/2024

Schedule H
Codebtors

Name of codebtor	Address 1	Address 2	City	State	Country	Zip	Name of creditor	D	E/F	G	Description
6922767 Holdings Sa r.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	HSBC Bank plc	X			Revolver
6922767 Holdings Sa r.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	Morgan Stanley Senior Lending, Inc.	X			ABL Revolver Facility
6922767 Holdings Sa r.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon	X			Senior Secured Notes
6922767 Holdings Sa r.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon		X		Senior Unsecured Notes
Capital Aviation Services B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		HSBC Bank plc	X			Revolver
Capital Aviation Services B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		The Bank of New York Mellon	X			Senior Secured Notes
Capital Aviation Services B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Cayman ABL Borrower Ltd.	One Capital Place, 3rd Floor	Shedden Road	Grand Cayman		Cayman Islands	KY1-1110	Morgan Stanley Senior Lending, Inc.	X			ABL Revolver Facility
CHC Cayman ABL Holdings Ltd.	One Capital Place, 3rd Floor	Shedden Road	Grand Cayman		Cayman Islands	KY1-1110	Morgan Stanley Senior Lending, Inc.	X			ABL Revolver Facility
CHC Den Helder B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		HSBC Bank plc	X			Revolver
CHC Den Helder B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		The Bank of New York Mellon	X			Senior Secured Notes
CHC Den Helder B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Global Operations (2008) ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	HSBC Bank plc	X			Revolver
CHC Global Operations (2008) ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	The Bank of New York Mellon	X			Senior Secured Notes
CHC Global Operations (2008) ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Global Operations Canada (2008) ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	HSBC Bank plc	X			Revolver
CHC Global Operations Canada (2008) ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	The Bank of New York Mellon	X			Senior Secured Notes
CHC Global Operations Canada (2008) ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Global Operations International ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	HSBC Bank plc	X			Revolver
CHC Global Operations International ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	The Bank of New York Mellon	X			Senior Secured Notes
CHC Global Operations International ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Group Ltd.	One Capital Place, 3rd Floor	Shedden Road	Grand Cayman		Cayman Islands	KY1-1110	HSBC Bank plc	X			Revolver
CHC Group Ltd.	One Capital Place, 3rd Floor	Shedden Road	Grand Cayman		Cayman Islands	KY1-1110	The Bank of New York Mellon	X			Senior Secured Notes
CHC Group Ltd.	One Capital Place, 3rd Floor	Shedden Road	Grand Cayman		Cayman Islands	KY1-1110	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Helicopter (1) S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon	X			Senior Secured Notes
CHC Helicopter (1) S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Helicopter (2) S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon	X			Senior Secured Notes
CHC Helicopter (2) S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Helicopter (3) S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon	X			Senior Secured Notes
CHC Helicopter (3) S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Helicopter (4) S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon	X			Senior Secured Notes
CHC Helicopter (4) S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Helicopter (5) S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon	X			Senior Secured Notes
CHC Helicopter (5) S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Helicopter Australia Pty Ltd	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	HSBC Bank plc	X			Revolver
CHC Helicopter Australia Pty Ltd	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	The Bank of New York Mellon	X			Senior Secured Notes
CHC Helicopter Australia Pty Ltd	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Helicopter Holding S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	HSBC Bank plc	X			Revolver
CHC Helicopter Holding S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	Morgan Stanley Senior Lending, Inc.	X			ABL Revolver Facility
CHC Helicopter Holding S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon	X			Senior Secured Notes
CHC Helicopter Holding S.ar.l.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Helicopter S.A.	8-10 Avenue de la Gare				Luxembourg	L-1610	HSBC Bank plc	X			Revolver
CHC Helicopter S.A.	8-10 Avenue de la Gare				Luxembourg	L-1610	Morgan Stanley Senior Lending, Inc.	X			ABL Revolver Facility
CHC Helicopter S.A.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon	X			Senior Secured Notes
CHC Helicopter S.A.	8-10 Avenue de la Gare				Luxembourg	L-1610	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Helicopters (Barbados) Limited	Deighton House	Dayrell's Road at Deighton	St. Michael		Barbados	BB14030	HSBC Bank plc	X			Revolver
CHC Helicopters (Barbados) Limited	Deighton House	Dayrell's Road at Deighton	St. Michael		Barbados	BB14030	The Bank of New York Mellon	X			Senior Secured Notes
CHC Helicopters (Barbados) Limited	Deighton House	Dayrell's Road at Deighton	St. Michael		Barbados	BB14030	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Helicopters (Barbados) SRL	Deighton House	Dayrell's Road at Deighton	St. Michael		Barbados	BB14030	HSBC Bank plc	X			Revolver
CHC Helicopters (Barbados) SRL	Deighton House	Dayrell's Road at Deighton	St. Michael		Barbados	BB14030	The Bank of New York Mellon	X			Senior Secured Notes
CHC Helicopters (Barbados) SRL	Deighton House	Dayrell's Road at Deighton	St. Michael		Barbados	BB14030	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Holding (UK) Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	HSBC Bank plc	X			Revolver
CHC Holding (UK) Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	The Bank of New York Mellon	X			Senior Secured Notes
CHC Holding (UK) Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Holding NL B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		HSBC Bank plc	X			Revolver
CHC Holding NL B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		The Bank of New York Mellon	X			Senior Secured Notes
CHC Holding NL B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Hoofddorp B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		HSBC Bank plc	X			Revolver
CHC Hoofddorp B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		The Bank of New York Mellon	X			Senior Secured Notes
CHC Hoofddorp B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Leasing (Ireland) Limited	The Boat House	Bishop Street	Dublin		Ireland	8	HSBC Bank plc	X			Revolver
CHC Leasing (Ireland) Limited	The Boat House	Bishop Street	Dublin		Ireland	8	The Bank of New York Mellon	X			Senior Secured Notes
CHC Leasing (Ireland) Limited	The Boat House	Bishop Street	Dublin		Ireland	8	The Bank of New York Mellon		X		Senior Unsecured Notes

Schedule H
Codebtors

Name of codebtor	Address 1	Address 2	City	State	Country	Zip	Name of creditor	D	E/F	G	Description
CHC Netherlands B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		HSBC Bank plc	X			Revolver
CHC Netherlands B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		The Bank of New York Mellon	X			Senior Secured Notes
CHC Netherlands B.V.	Luchthavenweg 18	17866 PP	Den Helder		Netherlands		The Bank of New York Mellon		X		Senior Unsecured Notes
CHC Norway Acquisition Co AS	4055 Sola	1124 Sola			Norway		HSBC Bank plc	X			Revolver
CHC Norway Acquisition Co AS	4055 Sola	1124 Sola			Norway		The Bank of New York Mellon	X			Senior Secured Notes
CHC Norway Acquisition Co AS	4055 Sola	1124 Sola			Norway		The Bank of New York Mellon		X		Senior Unsecured Notes
Heli-One (Netherlands) B.V.	Fokkerweg 300	1438 AN	Oude Meer		Netherlands		HSBC Bank plc	X			Revolver
Heli-One (Netherlands) B.V.	Fokkerweg 300	1438 AN	Oude Meer		Netherlands		The Bank of New York Mellon	X			Senior Secured Notes
Heli-One (Netherlands) B.V.	Fokkerweg 300	1438 AN	Oude Meer		Netherlands		The Bank of New York Mellon		X		Senior Unsecured Notes
Heli-One (Norway) AS	4055 Sola	1124 Sola			Norway		HSBC Bank plc	X			Revolver
Heli-One (Norway) AS	4055 Sola	1124 Sola			Norway		The Bank of New York Mellon	X			Senior Secured Notes
Heli-One (Norway) AS	4055 Sola	1124 Sola			Norway		The Bank of New York Mellon		X		Senior Unsecured Notes
Heli-One (U.S.) Inc.	600 East Las Colinas Boulevard, Suite 1000		Irving	Texas	USA	75039	HSBC Bank plc	X			Revolver
Heli-One (U.S.) Inc.	600 East Las Colinas Boulevard, Suite 1000		Irving	Texas	USA	75039	The Bank of New York Mellon	X			Senior Secured Notes
Heli-One (U.S.) Inc.	600 East Las Colinas Boulevard, Suite 1000		Irving	Texas	USA	75039	The Bank of New York Mellon		X		Senior Unsecured Notes
Heli-One (UK) Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	HSBC Bank plc	X			Revolver
Heli-One (UK) Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	The Bank of New York Mellon	X			Senior Secured Notes
Heli-One (UK) Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	The Bank of New York Mellon		X		Senior Unsecured Notes
Heli-One Canada ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	HSBC Bank plc	X			Revolver
Heli-One Canada ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	The Bank of New York Mellon	X			Senior Secured Notes
Heli-One Canada ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	The Bank of New York Mellon		X		Senior Unsecured Notes
Heli-One Holdings (UK) Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	HSBC Bank plc	X			Revolver
Heli-One Holdings (UK) Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	The Bank of New York Mellon	X			Senior Secured Notes
Heli-One Holdings (UK) Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	The Bank of New York Mellon		X		Senior Unsecured Notes
Heli-One Leasing (Norway) AS	4055 Sola	1124 Sola			Norway		HSBC Bank plc	X			Revolver
Heli-One Leasing (Norway) AS	4055 Sola	1124 Sola			Norway		The Bank of New York Mellon	X			Senior Secured Notes
Heli-One Leasing (Norway) AS	4055 Sola	1124 Sola			Norway		The Bank of New York Mellon		X		Senior Unsecured Notes
Heli-One Leasing ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	HSBC Bank plc	X			Revolver
Heli-One Leasing ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	The Bank of New York Mellon	X			Senior Secured Notes
Heli-One Leasing ULC	4740 Agar Drive		Richmond	B.C.	Canada	V7B 1A3	The Bank of New York Mellon		X		Senior Unsecured Notes
Heli-One USA Inc.	600 East Las Colinas Boulevard, Suite 1000		Irving	Texas	USA	75039	HSBC Bank plc	X			Revolver
Heli-One USA Inc.	600 East Las Colinas Boulevard, Suite 1000		Irving	Texas	USA	75039	The Bank of New York Mellon	X			Senior Secured Notes
Heli-One USA Inc.	600 East Las Colinas Boulevard, Suite 1000		Irving	Texas	USA	75039	The Bank of New York Mellon		X		Senior Unsecured Notes
Heliworld Leasing Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	HSBC Bank plc	X			Revolver
Heliworld Leasing Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	The Bank of New York Mellon	X			Senior Secured Notes
Heliworld Leasing Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	The Bank of New York Mellon		X		Senior Unsecured Notes
Integra Leasing AS	4055 Sola	1124 Sola			Norway		HSBC Bank plc	X			Revolver
Integra Leasing AS	4055 Sola	1124 Sola			Norway		The Bank of New York Mellon	X			Senior Secured Notes
Integra Leasing AS	4055 Sola	1124 Sola			Norway		The Bank of New York Mellon		X		Senior Unsecured Notes
Lloyd Bass Strait Helicopters Pty. Ltd.	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	HSBC Bank plc	X			Revolver
Lloyd Bass Strait Helicopters Pty. Ltd.	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	The Bank of New York Mellon	X			Senior Secured Notes
Lloyd Bass Strait Helicopters Pty. Ltd.	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	The Bank of New York Mellon		X		Senior Unsecured Notes
Lloyd Helicopter Services Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	HSBC Bank plc	X			Revolver
Lloyd Helicopter Services Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	The Bank of New York Mellon	X			Senior Secured Notes
Lloyd Helicopter Services Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	The Bank of New York Mellon		X		Senior Unsecured Notes
Lloyd Helicopter Services Pty. Ltd.	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	HSBC Bank plc	X			Revolver
Lloyd Helicopter Services Pty. Ltd.	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	The Bank of New York Mellon	X			Senior Secured Notes
Lloyd Helicopter Services Pty. Ltd.	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	The Bank of New York Mellon		X		Senior Unsecured Notes
Lloyd Helicopters International Pty. Ltd.	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	HSBC Bank plc	X			Revolver
Lloyd Helicopters International Pty. Ltd.	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	The Bank of New York Mellon	X			Senior Secured Notes
Lloyd Helicopters International Pty. Ltd.	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	The Bank of New York Mellon		X		Senior Unsecured Notes
Lloyd Helicopters Pty. Ltd.	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	HSBC Bank plc	X			Revolver
Lloyd Helicopters Pty. Ltd.	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	The Bank of New York Mellon	X			Senior Secured Notes
Lloyd Helicopters Pty. Ltd.	CHC Helicopter Services, IBM Building	Level 4, 1060 Hay Street	West Perth	WA	Australia	6005	The Bank of New York Mellon		X		Senior Unsecured Notes
Management Aviation Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	HSBC Bank plc	X			Revolver
Management Aviation Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	The Bank of New York Mellon	X			Senior Secured Notes
Management Aviation Limited	CHC House, Howe Moss Drive	Kirkhill Industrial Estate	Dyce	Aberdeen	U.K.	AB21 OGL	The Bank of New York Mellon		X		Senior Unsecured Notes