

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

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*In re:* :  
 : **Chapter 11**  
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**CHC GROUP LTD.** : **Case No. 16-31854 (BJH)**  
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 : **(Jointly Administered)**  
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**AMENDED SCHEDULES OF ASSETS AND LIABILITIES FOR  
CHC GROUP LTD. (CASE NO. 16-31854)**



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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF TEXAS

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**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.

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF TEXAS

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

**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.

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF TEXAS

---

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

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.

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF TEXAS

---

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

**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.

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF TEXAS

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

**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.

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF TEXAS

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

**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.

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS**

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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.



**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS**

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**SCHEDULE SPECIFIC NOTES**

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 incurrence 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.

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS**

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**SCHEDULE SPECIFIC NOTES**

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.

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS**

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**SCHEDULE SPECIFIC NOTES**

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 : CHC Group Ltd.  
 United States Bankruptcy Court for the: Northern District Of Texas  
 Case number (if known): 16-31854 (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
<p>2.1 <b>Priority creditor's name and mailing address</b></p> <p>N/A - Not Amended</p> <p>Creditor Name _____</p> <p>Creditor's Notice name _____</p> <p>Address _____</p> <p>_____</p> <p>_____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Country _____</p> <p><b>Date or dates debt was incurred</b></p> <p>_____</p> <p><b>Last 4 digits of account number</b> _____</p> <p><b>Specify Code subsection of PRIORITY unsecured claim:</b> 11 U.S.C. § 507(a) ( )</p>	<p><b>As of the petition filing date, the claim is:</b></p> <p><i>Check all that apply.</i></p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p> <p><b>Basis for the claim:</b></p> <p>_____</p> <p><b>Is the claim subject to offset?</b></p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p>	<p>\$ _____</p>	<p>\$ _____</p>

**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**

**As of the petition filing date, the claim is:**

\$ 57,524,027.63

See Schedule E/F, Part 2 Amendment

*Check all that apply.*

Creditor Name \_\_\_\_\_

Contingent

Creditor's Notice name \_\_\_\_\_

Unliquidated

Address \_\_\_\_\_

**Basis for the claim:**

\_\_\_\_\_

\_\_\_\_\_

City State ZIP Code

Country \_\_\_\_\_

**Date or dates debt was incurred**

**Is the claim subject to offset?**

No

\_\_\_\_\_

Yes

**Last 4 digits of account number**

\_\_\_\_\_

**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
N/A - Not Amended	Line	
Name	<input type="checkbox"/> Not Listed.Explain	
Notice Name		
Street		
City	State	ZIP Code
Country		

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

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

	<b>Total of claim amounts</b>
5a. Total claims from Part 1	5a. \$ 0.00
5b. Total claims from Part 2	5b. + \$ 57,524,027.63
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c. \$ 57,524,027.63





**In re: CHC Group Ltd.**  
**Case No. 16-31854**  
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	BROADRIDGE		PO Box 57461	Postal Station A	Toronto	ON	M5W 5M5	Canada	Trade Vendor				\$5,155.67
3.2	BURNESS PAULL		50 LOTHIAN ROAD FESTIVAL SQUARE		Edinburgh		EH3 9WJ	United Kingdom	Trade Vendor		X		Undetermined
3.3	CAHILL GORDON & REINDEL, LLP		Cahill, Gordon & Reindel LLP	80 Pine Street	New York	NY	10005-1702		Trade Vendor				\$3,667.00
3.4	CLYDE & CO		Beaufort House Chertsey Street		Guildford	Surrey	GU1 4HA	United Kingdom	Trade Vendor		X		Undetermined
3.5	COMPUTERSHARE CORPORATION SERVICE COMPANY		Accounts Receivable Dept	100 University Ave 11th Floor	Toronto	ON	M5J 2Y1	Canada	Trade Vendor				\$754.39
3.6	DLA PIPER (THAILAND) LIMITED		PO Box 13397		Philadelphia	PA	19101-3397		Trade Vendor				\$1,285.08
3.7	Errol Rudman & Rudman Partners LP	Neil Steiner, Andrew Levander	47th Floor Unit 4707 Empire Tower 195 South Sathor		Bangkok		10120	Thailand	Trade Vendor				\$11,429.62
3.8	GEORGESON INC		DEPT CH 16640	1095 Avenue of the Americas	New York	NY	10036-6797		Litigation		X	X	Undetermined
3.9	Intercompany net payable				Palatine	IL	60055-6640		Trade Vendor				\$8,362.32
3.10									Intercompany				\$57,348,593.61
3.11	John Krenicki Jr.		Centralis Cayman Limited, One Capital Place, 3rd Floor	Shedden Road, PO Box 1564	Grand Cayman			Cayman Islands, KY1-1110	Employee		X		Undetermined <sup>(1)</sup>
3.12	KING & WOOD MALLESONS		LEVEL 50 BOURKE PLACE 600 BOURKE ST		Melbourne	VIC	3000	Australia	Trade Vendor		X		Undetermined
3.13	MCAFFEE & TAFT		211 North Robinson, Suite 1000		Oklahoma City	OK	73102		Trade Vendor				\$4,753.62
3.14	Nathan K. Sleeper		Centralis Cayman Limited, One Capital Place, 3rd Floor	Shedden Road, PO Box 1564	Grand Cayman			Cayman Islands, KY1-1110	Employee		X		Undetermined <sup>(1)</sup>
3.15	NORTON WHITE		Level 11 56 Pitt Street		Sydney	NSW	2000	Australia	Trade Vendor				\$57,771.26
3.16	NYSE	New York Stock Exchange Inc.	Post Office Box 4530	Grand Central Station	New York	NY	10163		Trade Vendor				\$52,506.00
3.17	RAHMAT LIM & PARTNERS		Suite 33.01 Level 33, The Gardens North Tower	Lingkarang Syed Putra	Kuala Lumpur		59200	Malaysia	Trade Vendor				\$6,704.00
3.18	Robert C. Volpe		Centralis Cayman Limited, One Capital Place, 3rd Floor	Shedden Road, PO Box 1564	Grand Cayman			Cayman Islands, KY1-1110	Employee		X		Undetermined <sup>(1)</sup>
3.19	S2 FILINGS, LLC		PO BOX 5471		New York	NY	10185-5471		Trade Vendor				\$159.00
3.20	SAL & CALDEIRA ADVOGADOS, LDA		Av Julius Nyerere; n° 3412		Maputo			Mozambique	Trade Vendor				\$7,095.32
3.21	SIMPSON THACHER & BARTLETT LLP		City Point	One Ropemaker Street	London		EC2Y 9HU	United Kingdom	Trade Vendor		X		Undetermined
3.22	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
3.23	WALKERS SPV LIMITED		Walker House 87 Mary Street	George Town	Grand Cayman		KY1-9002	Cayman Islands	Trade Vendor				\$14,919.68
3.24	WIERSHOLM, MELLBYE & BECH		ADVOKATFIRMA AS POSTBOKS 1400		Vika	Oslo	0115	Norway	Trade Vendor				\$871.06
3.25	William L. Transier		Centralis Cayman Limited, One Capital Place, 3rd Floor	Shedden Road, PO Box 1564	Grand Cayman			Cayman Islands, KY1-1110	Employee		X		Undetermined <sup>(1)</sup>
<b>TOTAL:</b>													<b>\$57,524,027.63</b>

<sup>(1)</sup> New creditor added to schedule