

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re:</b>	§	
	§	<b>Chapter 11</b>
	§	
<b>AIR METHODS CORPORATION,</b>	§	<b>Case No. 23-90886 (MI)</b>
<b><i>et al.,</i></b>	§	
	§	<b>(Jointly Administered)</b>
<b>Debtors.<sup>1</sup></b>	§	<b>Re: Docket No. 156</b>
	§	

**NOTICE OF FILING OF REVISED PROPOSED OMNIBUS  
PROCEDURES, NOTEHOLDER ELECTION PROCEDURES, AND RELATED FORMS**

**PLEASE TAKE NOTICE THAT,** on October 29, 2023, Air Methods Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Debtors**”), filed the *Motion of Debtors for Order (I) Approving Omnibus Procedures, Noteholder Election Procedures, and Related Forms, (II) Authorizing Debtors to Conduct Rights Offerings and Private Placement in Connection with Debtors’ Plan of Reorganization, (III) Authorizing Debtors’ Entry into and Performance Under the Purchase Commitment and Backstop Agreement, (IV) Approving Obligations Thereunder as Administrative Expense Claims, and (V) Granting Related Relief* (Docket No. 156) (the “**Motion**”).

**PLEASE TAKE FURTHER NOTICE THAT,** on October 29, 2023, together with the Motion, the Debtors filed: (i) a proposed set of omnibus procedures for holders of Claims

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Air Methods Corporation (5893), ASP AMC Holdings, Inc. (3873), ASP AMC Intermediate Holdings, Inc. (2677), Air Methods Telemedicine, LLC (2091), United Rotorcraft Solutions, LLC (2763), Mercy Air Service, Inc. (0626), LifeNet, Inc. (3381), Rocky Mountain Holdings, L.L.C. (3822), Air Methods Tours, Inc. (4178), Tri-State Care Flight, L.L.C. (5216), Advantage LLC (2762), Enchantment Aviation, Inc. (5198), Native Air Services, Inc. (8798), Native American Air Ambulance, Inc. (8800), AirMD, LLC (1368), Midwest Corporate Air Care, LLC (N/A). The Debtors’ mailing address is 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111.

in Class 3 (Allowed Prepetition Secured Loan Claims)<sup>2</sup> to govern the Rights Offerings and provide information regarding the opportunity to participate in the Equity Cash-Out Option and the requirements in connection with the DOT Procedures, which procedures were attached as Exhibit B to the Motion (the “**Omnibus Procedures**”); (ii) a corresponding election form for the Omnibus Procedures, which form was attached as Exhibit B-1 to the Motion (the “**Omnibus Election Form**”); (iii) a proposed set of election procedures for holders of Claims in Class 7 (Allowed Prepetition Unsecured Note Claims) to provide information regarding the opportunity to participate in the Equity Cash-Out Option and the requirements in connection with the DOT Procedures, which procedures were attached as Exhibit C to the Motion (the “**Noteholder Election Procedures**”); and (iv) a corresponding election form for the Noteholder Election Procedures, which form was attached as Exhibit C-1 to the Motion (the “**Noteholder Election Form**”).

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors hereby file (i) revised versions of the Omnibus Procedures, Omnibus Election Form, Noteholder Election Procedures, and Noteholder Election Form, which replace and supersede the prior-filed versions of such documents, and (ii) redlines of these revised versions, marked against the versions filed with the Motion, as follows:

- **Exhibit A**—Revised Omnibus Procedures
- **Exhibit A-1**—Redline of Omnibus Procedures
- **Exhibit B**—Revised Omnibus Election Form

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the *Joint Prepackaged Chapter 11 Plan of Air Methods Corporation and Its Affiliated Debtors*, dated October 24, 2023 (Docket No. 16) (including any exhibits and schedules thereto, and as may be amended, supplemented, or modified in accordance with its terms, the “**Plan**”).

- **Exhibit B-1**—Redline of Omnibus Election Form
- **Exhibit C**—Revised Noteholder Election Procedures
- **Exhibit C-1**—Redline of Noteholder Election Procedures
- **Exhibit D**—Revised Noteholder Election Form
- **Exhibit D-1**—Redline of Noteholder Election Form

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors hereby revise the proposed material dates set forth in the Motion relating to the Rights Offering Procedures, Election Procedures, and Equity Cash-Out Option, in each case subject to approval by the Court, as follows: (i) the Liquidity Test Date will take place on **November 17, 2023** (rather than November 28, 2023, as originally proposed); and (ii) holders of Allowed Prepetition Secured Loan Claims must submit all materials, including the Omnibus Election Form and Election Spreadsheet, to the Election Agent by the Election Deadline on December 6, 2023 **at 5:00 p.m. New York City Time** (rather than by 11:59 p.m. on December 6, 2023). A revised summary of the material dates, with changes in bold and italicized text, follows:

<b>Summary of Material Dates Relating to Rights Offerings Procedures, Election Procedures, and Equity Cash-Out Option</b>	
Rights Offering Record Date <sup>3</sup>	November 17, 2023
Liquidity Test Date	<b><i>November 17, 2023</i></b>
Hearing on Motion	November 21, 2023 <b><i>9:00 a.m. Prevailing Central Time</i></b>
Election Commencement Date <sup>4</sup>	November 22, 2023

<sup>3</sup> “***Rights Offering Record Date***” means the date fixed by the Debtors for the determination of the holders eligible to participate in the Rights Offerings.

<sup>4</sup> “***Election Commencement Date***” means the date of commencement of the Rights Offerings and the Equity Cash-Out Option on which eligible holders receive copies of the Omnibus Procedures, Omnibus Election Form, Noteholder Election Procedures, and Noteholder Election Form and may exercise their Subscription Rights, as applicable.

<b>Summary of Material Dates Relating to Rights Offerings Procedures, Election Procedures, and Equity Cash-Out Option</b>	
Election Deadline <sup>5</sup>	December 6, 2023 5:00 p.m. New York City Time
Deadline for Holders of Allowed Prepetition Secured Loan Claims to Submit <i>the Omnibus Election Form and Election Spreadsheet, Including the Citizenship Declaration</i>	December 6, 2023 <b>5:00 p.m. New York City Time</b>
Deadline for Holders of Prepetition Unsecured Note Claims to Submit Citizenship Declaration and Registration Form	December 7, 2023 11:59 p.m. New York City Time
Commitment Funding Notice	December 12, 2023
Commitment Party Funding Due	December 15, 2023 5:00 p.m. New York City Time

**PLEASE TAKE FURTHER NOTICE THAT** copies of the Motion and the revised Omnibus Procedures, Omnibus Election Form, Noteholder Election Procedures, and Noteholder Election Form are available by visiting the website maintained by the Debtors' claims and noticing agent, Epiq Corporate Restructuring, LLC ("**Epiq**"), at <https://dm.epiq11.com/case/airmethod>. A PACER login and password are required to access documents on the Court's website, and these can be obtained through the PACER Service Center at [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov).

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<sup>5</sup> "**Election Deadline**" means the deadline set forth in the Election Procedures by which eligible holders must exercise their Subscription Rights and/or elect the Equity Cash-Out Option.



Dated: November 13, 2023  
Houston, Texas

/s/ Gabriel A. Morgan  
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*Proposed Attorneys for Debtors  
and Debtors in Possession*

**Certificate of Service**

I hereby certify that on November 13, 2023, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' claims, noticing, and solicitation agent.

/s/ Gabriel A. Morgan  
Gabriel A. Morgan

**Exhibit A**

**Revised Omnibus Procedures**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**In re:**

**AIR METHODS CORPORATION,  
*et al.*,**

**Debtors.<sup>1</sup>**

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**Chapter 11**

**Case No. 23-90886 (MI)**

**(Jointly Administered)**

**OMNIBUS PROCEDURES  
FOR PREPETITION SECURED LOAN CLAIMS (CLASS 3)  
TO MAKE EQUITY CASH-OUT OPTION ELECTION, PROVIDE  
CITIZENSHIP DECLARATION, AND MAKE RIGHTS OFFERINGS ELECTIONS**

Air Methods Corporation and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors-in-possession (collectively, the “**Debtors**”), are seeking to implement a proposed restructuring pursuant to the *Joint Prepackaged Chapter 11 Plan of Air Methods Corporation and Its Affiliated Debtors*, which was filed on October 24, 2023 (Docket No. 16) (as may be further amended, supplemented, or otherwise modified in accordance with its terms, the “**Plan**”).<sup>2</sup> You are receiving these omnibus procedures (these “**Omnibus Procedures**”) and the corresponding Election Form for Prepetition Secured Loan Claims (Class 3) (the “**Election Form**”) because you are a holder of Prepetition Secured Loan Claims in Class 3 under the Plan. The Plan treatment for the Class 3 Prepetition Secured Loan Claims is as follows:

On or as soon as reasonably practicable after the Plan Effective Date, pursuant to the Restructuring Transactions, each holder of an Allowed Prepetition Secured Loan Claim shall receive from Reorganized AMC, in full and final satisfaction, settlement, release, and discharge of such Prepetition Secured Loan Claim, subject to the DOT Procedures, its Pro Rata share, calculated as of the Petition Date, of: (i) the Prepetition Secured Loan Claims Equity Distribution; (ii) the DRO Subscription Rights; and (iii) the ERO Subscription Rights; *provided* that each holder of an Allowed Prepetition Secured Loan Claim shall have the option to elect

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Air Methods Corporation (5893), ASP AMC Holdings, Inc. (3873), ASP AMC Intermediate Holdings, Inc. (2677), Air Methods Telemedicine, LLC (2091), United Rotorcraft Solutions, LLC (2763), Mercy Air Service, Inc. (0626), LifeNet, Inc. (3381), Rocky Mountain Holdings, L.L.C. (3822), Air Methods Tours, Inc. (4178), Tri-State Care Flight, L.L.C. (5216), Advantage LLC (2762), Enchantment Aviation, Inc. (5198), Native Air Services, Inc. (8798), Native American Air Ambulance, Inc. (8800), AirMD, LLC (1368), Midwest Corporate Air Care, LLC (N/A). The Debtors’ mailing address is 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan, and if not defined in the Plan, shall have the meanings ascribed to such terms in the Disclosure Statement (as defined in the Plan) or the Purchase Commitment and Backstop Agreement (as defined in the Plan).

to exercise the Equity Cash-Out Option in lieu of (A) receiving its Pro Rata share of the Prepetition Secured Loan Claims Equity Distribution<sup>3</sup> and (B) subscribing for the ERO, in accordance with the Plan.

These Omnibus Procedures are being provided to holders of Prepetition Secured Loan Claims (Class 3) with respect to the following summarized elections and required certifications (with more complete descriptions and instructions following this summary list):

- **Item 1 - Equity Cash-Out Option:** Pursuant to the Plan, in lieu of receiving New Interests under the Plan, (i) each holder of an Allowed Prepetition Secured Loan Claim, as of November 17, 2023 (the “**Rights Offerings Record Date**”), may irrevocably elect to receive cash in lieu of all or a portion of its distribution of New Interests on account of its Prepetition Secured Loan Claims Equity Distribution and (ii) each DRO Participant that funds DRO Term Loans pursuant to the 1145 DRO and/or the 4(a)(2) DRO (each as defined herein) may irrevocably elect to receive cash in lieu of all or a portion its distribution of New Interests on account of 1145 DRO Interests (as defined below) and/or 4(a)(2) DRO Interests (as defined below), as applicable (such option, the “**Equity Cash-Out Option**”), in accordance with the Plan and the Equity Cash-Out Option election procedures (the “**Equity Cash-Out Election Procedures**”) included in these Omnibus Procedures. The total amount of Cash available for the Equity Cash-Out Option is capped at the Adjusted Private Placement Amount<sup>4</sup> for all Entities (including holders of Allowed Prepetition Unsecured Note Claims and DRO Backstop Commitment Parties). The consummation of the Equity Cash-Out Option is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the Equity Cash-Out Election Procedures. Any holder of an Allowed Prepetition Secured Loan Claim that elects to subscribe for the 1145 ERO and/or the 4(a)(2) ERO (each as defined herein) may not elect the Equity Cash-Out Option, and any holder that elects the Equity Cash-Out Option may not elect to subscribe for the 1145 ERO and/or the 4(a)(2) ERO. Any holder of an Allowed Prepetition Secured Loan Claim that both elects to subscribe for the 1145 ERO and/or the 4(a)(2) ERO and elects the Equity Cash-Out Option shall be deemed to have elected only the Equity Cash-Out Option.
- **Item 2 - Citizenship Declaration:** In order for holders of Allowed Prepetition Secured Loan Claims or affiliate designees of holders to be certain that they will receive their entire Pro Rata share of the Allowed Prepetition Secured Loan Claims Equity Distribution in New Common Stock (or any New Common Stock in connection with the 1145 DRO, 4(a)(2) DRO, 1145 ERO and/or 4(a)(2) ERO, as applicable), holders (or their affiliate designees,

<sup>3</sup> **Prepetition Secured Loan Claims Equity Distribution** means 100% of the New Interests, subject to the DOT Procedures and dilution by: (i) DRO Interests; (ii) DRO Backstop Commitment Premium Shares; (iii) ERO Interests; (iv) ERO Backstop Commitment Premium Shares; (v) Private Placement Commitment Shares; (vi) Private Placement Premium Shares; (vii) the Prepetition Unsecured Note Claims Recovery Pool; (viii) New Common Stock issued upon the exercise of the New Warrants; and (ix) New Common Stock issued on account of the Management Incentive Plan.

<sup>4</sup> **Adjusted Private Placement Amount** is equal to the cash proceeds of the Private Placement (as defined in and in accordance with the Purchase Commitment and Backstop Agreement), reduced on a dollar for dollar basis by the amount of the ERO.

as applicable) must certify their status as U.S. Citizens in accordance with the citizenship declaration procedures (the “**Citizenship Declaration Procedures**”) included in these Omnibus Procedures. If a holder of an Allowed Prepetition Secured Loan Claim is a Non-U.S. Citizen or does not so certify, then there may be a delay in such holder’s receipt of a distribution and/or it may receive DOT Warrants in lieu of New Common Stock, in whole or in part, subject to the DOT Procedures and the Purchase Commitment and Backstop Agreement.

- Item 3 - 1145 DRO<sup>5</sup> Election: The Plan provides for the Debtors to conduct the 1145 DRO pursuant to which each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date is being issued a subscription right (each, a “**DRO Subscription Right**”) to fund its pro rata share of the DRO Term Loans. Each holder that exercises its DRO Subscription Right in respect of the 1145 DRO will also receive its pro rata share of the New Interests issued pursuant to the 1145 DRO, which, together with the 4(a)(2) DRO Interests (as defined below), have an aggregate number equal to 40.0% of the aggregate number of the New Interests outstanding as of the Plan Effective Date, subject to dilution by (a) New Common Stock issued on account of the Management Incentive Plan, (b) New Common Stock issued upon the exercise of the New Warrants, and (c) ERO Interests (the “**1145 DRO Interests**”). Because only a portion of the DRO Interests (as defined below) qualify for issuance in reliance on the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code (“**Section 1145**”), DRO Term Loans in an aggregate amount equal to \$[●] may be purchased in the 1145 DRO (the “**1145 DRO Term Loans**”), and holders will receive the corresponding amount of DRO Interests (as defined below). All New Interests issued pursuant to the 1145 DRO (other than the DRO Backstop Shares,<sup>6</sup> but including the DRO Backstop Commitment Premium Shares<sup>7</sup>), will be issued in reliance on the exemption from registration under the Securities Act provided by Section 1145. The DRO Backstop Shares will be issued solely to 4(a)(2) Eligible Holders (as defined below) in reliance on the exemption provided by Section 4(a)(2) of the Securities Act (“**Section 4(a)(2)**”) and/or Regulation D promulgated thereunder (“**Regulation D**”), or another available exemption, as applicable. The consummation of the 1145 DRO is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the Rights Offerings Procedures.

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<sup>5</sup> **1145 DRO** means the portion of the DRO to be conducted in reliance upon the exemption from registration under the Securities Act provided in section 1145 of the Bankruptcy Code, in accordance with the Rights Offerings Procedures included in these Omnibus Procedures.

<sup>6</sup> **DRO Backstop Shares** means the New Interests issued to each DRO Backstop Commitment Party upon the purchase of Unsubscribed DRO Term Loans pursuant to the DRO Backstop Commitment, and subject to the DOT Procedures.

<sup>7</sup> **DRO Backstop Commitment Premium Shares** means the New Interests issued to each DRO Backstop Commitment Party in payment of the DRO Backstop Commitment Premium, and subject to the DOT Procedures.

- Item 4 - 4(a)(2) DRO<sup>8</sup> Election: The Plan provides for the Debtors to conduct the 4(a)(2) DRO pursuant to which each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date that is a “Qualified Institutional Buyer” (as defined in Rule 144A of the Securities Act) or an institutional “accredited investor” (within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act) and that is acquiring 4(a)(2) DRO Interests (or 4(a)(2) ERO Interests, as applicable) for its own account (each a “**4(a)(2) Eligible Holder**” and collectively, the “**4(a)(2) Eligible Holders**”) is being issued a DRO Subscription Right to fund its pro rata share of the DRO Term Loans. Each 4(a)(2) Eligible Holder that exercises its DRO Subscription Right in respect of the 4(a)(2) DRO will also receive its pro rata share of the New Interests issued pursuant to the 4(a)(2) DRO, which, together with the 1145 DRO Interests, have an aggregate number equal to 40.0% of the aggregate number of the New Interests outstanding as of the Plan Effective Date, subject to dilution by any (a) New Common Stock issued on account of the Management Incentive Plan, (b) New Common Stock issued upon the exercise of the New Warrants, and (c) ERO Interests (the “**4(a)(2) DRO Interests**” and, together with the 1145 DRO Interests, the “**DRO Interests**”). Because only a portion of the DRO Interests qualify for issuance in reliance on the exemption from registration under the Securities Act provided by Section 1145, the remaining portion of the DRO Interests will be issued in reliance on the exemption from registration provided by Section 4(a)(2) and/or Regulation D, or another available exemption, as applicable. Accordingly, DRO Term Loans in an aggregate amount equal to \$[●] may be purchased in the 4(a)(2) DRO (the “**4(a)(2) DRO Term Loans**”), and participants in the 4(a)(2) DRO will receive the corresponding amount of DRO Interests. The 4(a)(2) DRO Interests will be issued in reliance on the exemption by Section 4(a)(2) and/or Regulation D, or another available exemption, as applicable. **As described in the Rights Offerings Procedures included in these Omnibus Procedures, only 4(a)(2) Eligible Holders are entitled to participate in the 4(a)(2) DRO and no solicitation is being made by the Debtors to any holders other than 4(a)(2) Eligible Holders.** The consummation of the 4(a)(2) DRO is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the Rights Offerings Procedures.
- Item 5 - 1145 ERO<sup>9</sup> Election: The Plan provides for the Debtors to conduct or cause to be conducted the 1145 ERO pursuant to which each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date is being issued a subscription right (each, a “**ERO Subscription Right**” and, together with the DRO Subscription Rights, the “**Subscription Rights**”) to fund its pro rata share of the ERO. Each holder that exercises its ERO Subscription Right in respect of the 1145 ERO will receive its pro rata share of the New Interests issued pursuant to the 1145 ERO, subject to dilution by (a) New Common Stock issued on account of the Management Incentive Plan and (b) New

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<sup>8</sup> **4(a)(2) DRO** means the portion of the DRO to be conducted in reliance upon the exemption from registration under the Securities Act provided in section 4(a)(2) of the Securities Act and/or Regulation D thereunder, in accordance with the Rights Offerings Procedures included in these Omnibus Procedures.

<sup>9</sup> **1145 ERO** means the portion of the ERO to be conducted in reliance upon the exemption from registration under the Securities Act provided in section 1145 of the Bankruptcy Code, in accordance with the Rights Offerings Procedures included in these Omnibus Procedures.



Common Stock issued upon the exercise of the New Warrants (the “**1145 ERO Interests**”). Because only a portion of the ERO Interests (as defined below) qualify for issuance in reliance on the exemption from registration under the Securities Act provided by Section 1145, ERO Interests in an aggregate amount equal to \$[●] may be purchased in the 1145 ERO. All New Interests issued pursuant to the 1145 ERO (other than the ERO Backstop Shares, but including the ERO Backstop Commitment Premium Shares), will be issued in reliance on the exemption from registration under the Securities Act provided by Section 1145. The ERO Backstop Shares will be issued solely to 4(a)(2) Eligible Holders in reliance on the exemption provided by Section 4(a)(2) and/or Regulation D promulgated thereunder, or another available exemption, as applicable. The consummation of the 1145 ERO is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the Rights Offerings Procedures.

- Item 6 - 4(a)(2) ERO<sup>10</sup> Election: The Plan provides for the Debtors to conduct or cause to be conducted the 4(a)(2) ERO pursuant to which each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date that is a 4(a)(2) Eligible Holder is being issued an ERO Subscription Right to fund its pro rata share of the ERO. Each 4(a)(2) Eligible Holder that exercises its ERO Subscription Right in respect of the 4(a)(2) ERO will receive its pro rata share of the New Interests issued pursuant to the 4(a)(2) ERO (the “**4(a)(2) ERO Interests**” and, together with the 1145 ERO Interests, the “**ERO Interests**” and, the ERO Interests together with the DRO Interests, the “**Rights Offerings Interests**”). Because only a portion of the ERO Interests qualify for issuance in reliance on the exemption from registration under the Securities Act provided by Section 1145, the remaining portion of the ERO Interests will be issued in reliance on the exemption from registration provided by Section 4(a)(2) and/or Regulation D, or another available exemption, as applicable. Accordingly, ERO Interests in an aggregate amount equal to \$[●] may be purchased in the 4(a)(2) ERO. The 4(a)(2) ERO Interests will be issued in reliance on the exemption by Section 4(a)(2) and/or Regulation D, or another available exemption, as applicable. **As described in the Rights Offerings Procedures included in these Omnibus Procedures, only 4(a)(2) Eligible Holders are entitled to participate in the 4(a)(2) ERO and no solicitation is being made by the Debtors to any holders other than 4(a)(2) Eligible Holders.** The consummation of the 4(a)(2) ERO is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the Rights Offerings Procedures.
- Item 7 – Election Document Instructions: Instructions for completing the Election Documents (as defined below) are included in Item 7 of these Omnibus Procedures.

Each of the 1145 DRO, 4(a)(2) DRO, 1145 ERO and 4(a)(2) ERO (each, a “**Rights Offering**” and, collectively, the “**Rights Offerings**”) are separate rights offerings and are being made only to those holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings

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<sup>10</sup> **4(a)(2) ERO** means the portion of the ERO to be conducted in reliance upon the exemption from registration under the Securities Act provided in section 4(a)(2) of the Securities Act and/or Regulation D thereunder, in accordance with the Rights Offerings Procedures included in these Omnibus Procedures.



Record Date that are eligible to participate in such rights offerings as described in the applicable Rights Offerings Procedures included in these Omnibus Procedures. Certain procedures that are applicable to each Rights Offering have been combined in the Rights Offerings Procedures solely for convenience of the holders. Holders of Allowed Prepetition Secured Loan Claims must also comply with any additional requirements applicable to a specific rights offering as described in Items 3, 4, 5 and 6 of these Omnibus Procedures.

**All holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date are being asked to complete the information required by Item 1 (Equity Cash-Out Option) and Item 2 (Citizenship Declaration) even if such holders do not elect to participate in any of the Rights Offerings. As explained in Item 2 below, any holder of an Allowed Prepetition Secured Loan Claim that does not validly and timely furnish the citizenship declaration (a “Citizenship Declaration”) in the form provided as Exhibit B to the Election Form (together with any other required documentation) will be considered a Non-U.S. Citizen for purposes of the DOT Procedures.**

**Item 1 – Equity Cash-Out Election Procedures:**

In accordance with the Plan, in lieu of receiving New Interests under the Plan, each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date is entitled to irrevocably elect to receive all or a portion of (i) its distribution of New Interests on account of the Prepetition Secured Loan Claims Equity Distribution and/or (ii) its DRO Interests, as applicable, in Cash, consistent with the terms and conditions of the Plan and these Equity Cash-Out Election Procedures. The total amount of Cash available for the Equity Cash-Out Option is capped at the Adjusted Private Placement Amount for all Entities entitled to participate in the Equity Cash-Out Option (including holders of Allowed Prepetition Unsecured Note Claims and DRO Backstop Commitment Parties). Holders of Allowed Prepetition Secured Loan Claims that participate in the Equity Cash-Out Option will receive cash on account of their Cashed-Out Equity Interests<sup>11</sup> in an amount equal to 90% of the value of such Cashed-Out Equity Interests. The consummation of the Equity Cash-Out Option is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and these Equity Cash-Out Election Procedures.

**To receive your share of the Equity Cash-Out Amount, you must validly and timely submit an election to receive Cash in lieu of receiving New Interests under the Plan and/or in respect of DRO Interests by December 6, 2023 at 5:00 p.m. New York City Time, in accordance with these Equity Cash-Out Election Procedures, as outlined further below. Even if you do not intend to elect the Equity Cash-Out Option, you must make an Election and submit the Election Form and Election Spreadsheet in accordance with the instructions below.**

Each holder entitled to participate in the Equity Cash-Out Option pursuant to the Plan that validly and timely submits such an election shall receive its pro rata share of the Equity Cash-Out Amount<sup>12</sup> based on the proportion of New Interests under the Plan that such holder elects not to receive relative to the aggregate number of all holders' elections thereof. If after giving effect to each of the validly and timely received elections, the aggregate value of the Cashed-Out Equity Interests is such that the Cash payable on account thereof would exceed the Adjusted Private Placement Amount, each electing holder's election shall be deemed to be reduced ratably across all electing holders entitled to participate in the Equity Cash-Out Option, and such holders shall receive New Interests in lieu of Cash, in an amount corresponding to such reduction. In accordance with the Plan, any holder that elects to subscribe for the ERO may not elect the Equity Cash-Out Option.

<sup>11</sup> ***Cashed-Out Equity Interests*** means the New Interests that a Prepetition Secured Party or Prepetition Unsecured Noteholder, as applicable, elects to exchange for Cash pursuant to the terms of the Equity Cash Out Option.

<sup>12</sup> ***Equity Cash-Out Amount*** means an amount of Cash per Cashed-Out Equity Interest, in an aggregate amount up to the Adjusted Private Placement Amount.

### **Required Election Options**

In order for a holder of an Allowed Prepetition Secured Loan Claim to receive its pro rata share of the Prepetition Secured Loan Claims Equity Distribution in New Common Stock and/or Cash in lieu thereof, such holder must make one of the following election options (each, an “**Election**”) in accordance with these Omnibus Procedures:

**Option 1.** U.S. Citizen Cash-Out Election to the extent Cash is available.

**Option 2.** U.S. Citizen New Common Stock Election.

**Option 3.** Non-U.S. Citizen Cash-Out Election to the extent Cash is available.

**Option 4.** Non-U.S. Citizen New Interests Election, including New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and DOT Warrants.

*U.S. Citizens:* Holders of Allowed Prepetition Secured Loan Claims that are U.S. Citizens must elect Option 1 or Option 2 by submitting the Election Form, Election Spreadsheet, and Citizenship Declaration included as **Exhibit B** to the Election Form. Subject to review of the Citizenship Declaration by the Debtors, holders of Allowed Prepetition Secured Loan Claims that are U.S. Citizens and validly and timely submit the Citizenship Declaration will receive their Cash and/or New Common Stock in accordance with the Plan.

*Non-U.S. Citizens:* Holders of Allowed Prepetition Secured Loan Claims that are Non-U.S. Citizens must elect Option 3 or Option 4 by submitting the Election Form, Election Spreadsheet, and Citizenship Declaration included as **Exhibit B** to the Election Form. Subject to review of the Citizenship Declaration by the Debtors, holders of Allowed Prepetition Secured Loan Claims that are Non-U.S. Citizens and validly and timely submit the Citizenship Declaration will receive their Cash and/or New Interests in accordance with the Plan.

**As explained in Item 2 (Citizenship Declaration Procedures) below, any holder of an Allowed Prepetition Secured Loan Claim that does not validly and timely furnish the Citizenship Declaration will be considered a Non-U.S. Citizen for purposes of the DOT Procedures. Any holder that does not validly and timely submit the Election Form and Election Spreadsheet will be deemed to have *not* elected the Equity Cash-Out Option.**

### **Election Procedures and Deadlines**

All holders of Allowed Prepetition Secured Loan Claims must make an Election before the election expiration deadline, which is **December 6, 2023 at 5:00 p.m. New York City Time** (the “**Election Deadline**”).

The Citizenship Declaration, Election Form, and Election Spreadsheet must be submitted by the Election Deadline in accordance with the directions in the Election Form.

The Equity Cash-Out Option is only available to holders that submit their Election Documents (as defined herein) by the Election Deadline and in accordance with the procedures detailed herein.

**Item 2 – Citizenship Declaration Procedures:****DOT Procedures / Foreign Ownership**

Federal laws and regulations, including rules and regulations promulgated by the U.S. Department of Transportation (“DOT”) and the Federal Aviation Administration (“FAA”) and their practices enforcing, administering, and interpreting such laws, statutes, rules, and regulations relating to the ownership and operation of air carriers, place limitations on the ownership by persons that are not U.S. citizens of companies, such as the Debtors, that are air carriers. In accordance with these laws and regulations, the Plan provides that persons that do not qualify as a “citizen of the United States,” as the term is defined in Section 40102(a)(15) of Title 49 of the United States Code and any successor statutes thereto, together with the rules and regulations promulgated thereunder by the DOT and FAA and their practices enforcing, administering, and interpreting such laws, statutes, rules, and regulations, in each case as amended or supplemented from time to time, relating to the ownership of an air carrier and the operation of aircraft registered in the United States (a “**Non-U.S. Citizen**”), shall receive DOT Warrants in lieu of New Common Stock allocated in accordance with the terms of the Purchase Commitment and Backstop Agreement and the Plan. The Debtors and the Reorganized Parent could lose their eligibility to own a U.S. air carrier and operate aircraft registered in the United States if Non-U.S. Citizens were to own or control, directly or indirectly, in the aggregate, in excess of (i) 24.9% (or such other maximum percentage as applicable legislation hereafter provides) of all outstanding New Common Stock, and (ii) to the extent not prohibited by the DOT Rules Compliance, 49.0% of all outstanding New Common Stock; *provided*, that regardless of any conversion of DOT Warrants, in no event shall Non-U.S. Citizens that are not citizens of a country that is party to a “Open Skies” agreement with the United States (which countries are listed at <https://www.transportation.gov/policy/aviation-policy/open-skies-agreements-being-applied>) be entitled to own in the aggregate more than 24.9% of the New Common Stock (clauses (i) and (ii), as applicable, the “**Cap Amount**”).

In all cases, a holder of an Allowed Prepetition Secured Loan Claim (or its affiliate designee(s) on behalf of such holder) that (i) does not elect the Equity Cash-Out Option, (ii) provides a Citizenship Declaration and any other documentation as the Debtors deem advisable to fulfill the purpose or implement the provisions of the Reorganized Parent’s Certificate of Incorporation in order to maintain DOT Rules Compliance (the “**Requisite Documentation**”), and (iii) is determined by the Debtors in their reasonable discretion to be a U.S. Citizen shall receive New Common Stock as set forth in the Plan.

If a holder of an Allowed Prepetition Secured Loan Claim (and/or its affiliate designee(s)) does not validly and timely furnish the Citizenship Declaration (together with any other Requisite Documentation) to the Debtors in accordance with these Omnibus Procedures, or if the Citizenship Declaration has been rejected by the Debtors, in their reasonable discretion and within a reasonable period of time after submission, such holder will be considered a Non-U.S. Citizen for purposes of the DOT Procedures; *provided, however*, that a failure to deliver a Citizenship Declaration shall not in and of itself prevent such party from receiving New Common Stock (to the extent that there is capacity for purposes of DOT Rules Compliance for Non-U.S. Citizens to receive New Common Stock in accordance with the provisions of the Purchase Commitment and Backstop Agreement) or DOT Warrants such party is otherwise entitled to under the Plan. In no event shall the total

number of shares of New Common Stock held by all Persons that are Non-U.S. Citizens exceed the Cap Amount.

**Any holder that wishes to designate one or more affiliates to receive its New Interests must provide the required information where indicated in the Election Spreadsheet (as defined below) with such designee's information and provide the Election Form, Election Spreadsheet, and Citizenship Declaration in accordance with these Omnibus Procedures on behalf of such designee.**

**Deadline**

The Citizenship Declaration must be submitted by **December 6, 2023 at 5:00 p.m. New York City Time** in accordance with the instructions set forth in the Election Form.

**Items 3, 4, 5 and 6 – Rights Offerings Procedures:*****General Procedures Applicable to all Rights Offerings***

You should read these rights offerings procedures (the “**Rights Offerings Procedures**”) in their entirety; key provisions applicable to each of the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and the 4(a)(2) ERO are highlighted below.

***Key Provisions applicable to all Rights Offerings:***

- To exercise your Subscription Rights in connection with the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and/or the 4(a)(2) ERO, you must (i) deliver the Election Form and accompanying spreadsheet (the “**Election Spreadsheet**” and, together with the Election Form, the “**Election Documents**”) and applicable supporting documentation (including the Requisite Documentation) and, (ii) subject to the following paragraph, **PAY** your Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price, and/or Aggregate 4(a)(2) ERO Purchase Price (each as defined herein), as applicable, in connection with such exercise in accordance with the procedures described below. There will be no over-subscription privilege in connection with any of the Rights Offerings.
- Pursuant to and in accordance with the Purchase Commitment and Backstop Agreement, the DRO Backstop Commitment Parties and ERO Backstop Commitment Parties (together, the “**Backstop Commitment Parties**”) (each in their capacities as holders of Allowed Prepetition Secured Loan Claims) must exercise all of their Subscription Rights for the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and the 4(a)(2) ERO in full on or before the Election Deadline and will pay their respective Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price, and/or Aggregate 4(a)(2) ERO Purchase Price, as applicable, in accordance with the Purchase Commitment and Backstop Agreement.
- Holders of Allowed Prepetition Secured Loan Claims are not required to exercise any of their Subscription Rights (unless they are party to, and in accordance with, the Purchase Commitment and Backstop Agreement), but they may if they wish to do so and follow the required procedures.
- Additional information regarding the Rights Offerings is provided in this document and in the Election Documents, which will be delivered to you by Epiq Corporate Restructuring, LLC (the “**Election Agent**”) via email. Holders of Allowed Prepetition Secured Loan Claims should carefully review these Rights Offerings Procedures and Election Documents in their entirety.

**The Subscription Rights distributed and issued pursuant to the Plan and these Rights Offerings Procedures, and the New Interests distributed and issued in connection with the exercise of such rights (including the DRO Backstop Shares and ERO Backstop Shares), are being issued and distributed pursuant to the Rights Offerings without registration under the Securities Act.**

**Neither the distribution of the Subscription Rights nor the offer and sale of any of the New Interests issued and distributed following the Rights Offerings pursuant to the Plan and these Rights Offerings Procedures, have been nor will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.**

The Subscription Rights corresponding to the Allowed Prepetition Secured Loan Claims will trade together with, and be evidenced by, the underlying Allowed Prepetition Secured Loan Claims until the Election Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Prepetition Secured Loans. Holders of Allowed Prepetition Secured Loan Claims are permitted to designate one or more affiliates to receive the DRO Term Loans and Rights Offerings Interests, as applicable, without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate(s) (including any controlled investment affiliates), subject to compliance with applicable securities laws.

**Any holder that wishes to designate one or more affiliates to receive its New Interests must provide the required information where indicated in the Election Spreadsheet with such designee's information and provide the Citizenship Declaration and Election Form in accordance with these Omnibus Procedures on behalf of such designee.**

The exercise of the Subscription Rights, once made, cannot be revoked after the Election Deadline, unless the Rights Offerings are terminated.

On October 24, 2023, the Debtors filed the Plan and, on October 28, 2023, the Debtors filed the *Revised Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Air Methods Corporation and Its Affiliated Debtors* (Docket No. 154) (as may be amended from time to time in accordance with its terms, the “**Disclosure Statement**”). The Court approved the Disclosure Statement for solicitation on a conditional basis on October 27, 2023. The Disclosure Statement was distributed in connection with the Debtors' solicitation of votes to accept or reject the Plan and included important information, including risk factors, that should be carefully read and considered by each holder prior to making a decision to participate in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and/or the 4(a)(2) ERO. Electronic copies of the Disclosure Statement are available on the Debtors' restructuring website at <https://dm.epiq11.com/case/airmethods>.

**The 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and the 4(a)(2) ERO are being conducted by the Debtors in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the Plan, or an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the Plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.**

**The distribution or communication of these Rights Offerings Procedures and the issuance of the Rights Offerings Interests in certain jurisdictions may be restricted by applicable law. No action has been taken or will be taken to permit the distribution or communication of these Rights Offerings Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these Rights Offerings Procedures may not be distributed or**



communicated, and the Rights Offerings Interests may not be subscribed for, or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription, or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval, or authorization therefor, except for any notice filings required under U.S. federal and applicable state securities laws. Further, the Rights Offerings Interests offered hereby have not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense.

Each certificate evidencing such Rights Offerings Interests, and each certificate issued in exchange for or upon the transfer, sale, or assignment of any such securities, shall be stamped or otherwise imprinted with a legend (the “Transfer Restrictions Legend”) in substantially the following form:

**“THE SECURITIES EVIDENCED HEREBY ARE SUBJECT TO VARIOUS CONDITIONS INCLUDING CERTAIN RESTRICTIONS ON ANY OFFER, SALE, DISPOSITION, TRANSFER AND VOTING AS SET FORTH IN THE STOCKHOLDERS AGREEMENT, DATED AS OF [\_\_\_\_\_] [\_\_\_], 20[\_\_\_] (THE “STOCKHOLDERS AGREEMENT”), BY AND AMONG [REORGANIZED PARENT] (THE “CORPORATION”), AND THE [STOCKHOLDERS] PARTY THERETO FROM TIME TO TIME, AND THE CERTIFICATE OF INCORPORATION AND BYLAWS OF THE CORPORATION, EACH AS MAY BE AMENDED AND MODIFIED FROM TIME TO TIME. NO REGISTRATION OR TRANSFER OF SUCH SECURITIES WILL BE MADE ON THE BOOKS AND RECORDS OF THE CORPORATION OR ITS TRANSFER AGENT UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH. THE CORPORATION WILL FURNISH WITHOUT CHARGE TO EACH HOLDER OF RECORD OF SUCH SECURITIES A COPY OF THE STOCKHOLDERS AGREEMENT, CERTIFICATE OF INCORPORATION AND BYLAWS, CONTAINING THE ABOVE REFERENCED RESTRICTIONS ON TRANSFERS AND VOTING OF SECURITIES, UPON WRITTEN REQUEST TO THE CORPORATION AT ITS PRINCIPAL PLACE OF BUSINESS.”**

In addition, each certificate evidencing the 4(a)(2) DRO Interests and the 4(a)(2) ERO Interests, and each certificate issued in exchange for or upon the transfer, sale, or assignment of any such securities, shall be stamped or otherwise imprinted with a legend (the “Securities Law Legend” and, together with the Transfer Restrictions Legend, the “Legends”) in substantially the following form:

**THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.**

**To the extent any Rights Offerings Interests are uncertificated, such securities shall be subject to restrictive notations substantially similar to the Legends, as applicable, in the books and records of the transfer agent or other appropriate records maintained by the transfer agent and the term “Legends” shall include such restrictive notation.**

Holders of Allowed Prepetition Secured Loan Claims should note the following times relating to the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and the 4(a)(2) ERO:

<b>Date</b>	<b>Calendar Date</b>	<b>Event</b>
<u>“Rights Offerings Record Date”</u>	November 17, 2023	The date fixed by the Company for the determination of the holders eligible to participate in the Rights Offerings. <b>Only 4(a)(2) Eligible Holders will be entitled to participate in the 4(a)(2) DRO and/or the 4(a)(2) ERO.</b>
<u>“Liquidity Test Date”</u>	November 17, 2023	The date on which the Company shall calculate the aggregate amount of each of the DRO, ERO and Adjusted Private Placement Amount.
<u>“Election Commencement Date”</u>	November 22, 2023	Commencement of the Rights Offerings and the first date on which holders of Allowed Prepetition Secured Loan Claims receive copies of these Rights Offerings Procedures and the Election Documents and may exercise Subscription Rights.
<u>“Election Deadline”</u>	5:00 p.m. New York City Time on December 6, 2023	<p>The deadline for holders of Allowed Prepetition Secured Loan Claims to exercise Subscription Rights.</p> <p><i>For All Holders Participating in the Rights Offerings</i></p> <p>Holders of Allowed Prepetition Secured Loan Claims (or their affiliate designees, if any) must deliver their Election Form, Election Spreadsheet, and Citizenship Declaration with (i) an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and (ii) applicable supporting documentation (including the Requisite Documentation and, in the case of the 4(a)(2) DRO and the 4(a)(2) ERO, the Accredited Investor Questionnaire) in password protected attachments to the Election Agent via email at Registration@epiqglobal.com (please reference “Air Methods” in the subject line).</p>

Date	Calendar Date	Event
		<p data-bbox="738 275 1289 310"><i>For All Non-Backstop Commitment Parties</i></p> <p data-bbox="738 338 1430 764">Each holder of an Allowed Prepetition Secured Loan Claim that is not a Backstop Commitment Party and that elects to participate in the Rights Offerings must deliver (or arrange for its affiliate designee, if any) a wire transfer of its applicable Aggregate Purchase Price<sup>13</sup> no later than the Election Deadline. <b>After Subscription Rights are exercised with respect to any Allowed Prepetition Secured Loan Claims, any purported trading, assignment, or transfer of such Allowed Prepetition Secured Loan Claims shall be deemed null and void.</b></p> <p data-bbox="738 812 1252 848"><i>For Backstop Commitment Parties Only</i></p> <p data-bbox="738 875 1430 1104">Holders of Allowed Prepetition Secured Loan Claims that are Backstop Commitment Parties shall not be required to pay their respective applicable Aggregate Purchase Price until the Subscription Escrow Funding Date in accordance with the terms of the Purchase Commitment and Backstop Agreement.<sup>14</sup></p>

The Backstop Commitment Parties have already been designated and are known to the Debtors (subject to transfers permitted pursuant to Section 2.7 of the Purchase Commitment and Backstop Agreement).

Special Note for Backstop Commitment Parties. Backstop Commitment Parties are not required to make payment of their applicable Aggregate Purchase Price upon exercise of their Subscription Rights on or before the Election Deadline, and instead must provide their payment on or before the Subscription Escrow Funding Date in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement. Any Backstop Commitment Party that is a Specified Funding Party shall deliver and provide their payment in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement.

<sup>13</sup> **Aggregate Purchase Price** means, collectively, each holder's Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price, and/or Aggregate 4(a)(2) ERO Purchase Price, as applicable.

<sup>14</sup> For the avoidance of doubt, Specified Funding Parties under the Purchase Commitment and Backstop Agreement shall provide their payment in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement.

**The rights and obligations of the Backstop Commitment Parties in the Rights Offerings shall be governed by the Purchase Commitment and Backstop Agreement. To the extent the rights and obligations set forth therein differ from the rights and obligations summarized in these Rights Offerings Procedures or any Election Documents, the Purchase Commitment and Backstop Agreement shall control.**

**No interest is payable on any advance funding of the applicable Aggregate Purchase Price. If any Rights Offering is terminated for any reason, the applicable Aggregate Purchase Price previously received on account of such Rights Offering by the Election Agent will be returned to holders as provided herein. No interest will be paid on any returned Aggregate Purchase Price.**

**To participate in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and/or the 4(a)(2) ERO, a holder of an Allowed Prepetition Secured Loan Claim must complete all of the steps outlined in these Rights Offerings Procedures on or before to the Election Deadline. If a holder does not complete all of the steps outlined herein on or before the Election Deadline, such holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offerings; *provided* that the Backstop Commitment Parties (in their capacities as holders of Allowed Prepetition Secured Loan Claims) shall not be required to pay their respective applicable Aggregate Purchase Price until the Subscription Escrow Funding Date in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement; *provided further* that any DRO Backstop Commitment Party that is a Specified Funding Party shall deliver and pay their respective Aggregate Purchase Price in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement. None of the Debtors, the Election Agent, or the Backstop Commitment Parties will have any liability for any such failure.**

**SUBJECT TO THE TERMS AND CONDITIONS OF THESE RIGHTS OFFERINGS PROCEDURES (AND THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT IN THE CASE OF ANY BACKSTOP COMMITMENT PARTY), ALL SUBSCRIPTIONS SET FORTH IN THE ELECTION FORM ARE IRREVOCABLE, UNLESS THE RIGHTS OFFERINGS ARE TERMINATED.**

**1. Subscription Period**

The Rights Offerings will commence on the Election Commencement Date and will expire at the Election Deadline. Each holder of an Allowed Prepetition Secured Loan Claim (other than Backstop Commitment Parties) intending to exercise its Subscription Rights in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and/or the 4(a)(2) ERO must affirmatively elect to exercise its Subscription Rights in the manner set forth in the Election Documents on or before the Election Deadline and must pay for any exercised Subscription Rights on or before the applicable deadline. Backstop Commitment Parties are not required to pay their applicable Aggregate Purchase Price on or before the Election Deadline.

Subject to the terms and conditions set forth herein, and except with respect to the Backstop Commitment Parties (as otherwise described herein), any exercise (including payment) of the Subscription Rights after the Election Deadline will not be allowed and any purported exercise

(including payment) received by the Election Agent after the Election Deadline will not be honored, regardless of when the documents relating to such exercise were sent.

The Election Deadline may be extended by the Debtors with the consent of the Requisite DRO Backstop Parties and/or Requisite ERO Backstop Parties (each as defined in the Purchase Commitment and Backstop Agreement), or as required by law.

As more fully described below, in order for a holder of an Allowed Prepetition Secured Loan Claim to exercise its Subscription Rights, on or before the Election Deadline (unless otherwise noted), if it is not a Backstop Commitment Party, each of the Election Documents and such holder's applicable Aggregate Purchase Price must be received (by wire transfer of immediately available funds) by the Election Agent. Backstop Commitment Parties are not required to pay their applicable Aggregate Purchase Price on or before the Election Deadline.

## 2. Delivery of Election Documents

Each holder of an Allowed Prepetition Secured Loan Claim may exercise all or any portion of such holder's Subscription Rights, subject to the terms and conditions contained herein. In order to facilitate the exercise of the Subscription Rights, beginning on the Election Commencement Date, the Election Form, the Election Spreadsheet, the Requisite Documentation (if any) and these Rights Offerings Procedures will be sent to each Entity that is a holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date, including appropriate instructions for the proper completion, due execution, and timely delivery of the Election Documents and the payment of such holder's applicable Aggregate Purchase Price.

Notwithstanding anything to the contrary in these Rights Offerings Procedures, pursuant to the Purchase Commitment and Backstop Agreement, holders of Allowed Prepetition Secured Loan Claims that are Backstop Commitment Parties must exercise their Subscription Rights.

## 3. Exercise of Subscription Rights

A holder of an Allowed Prepetition Secured Loan Claim (or its affiliate designee, if any) electing to participate in the Rights Offerings must:

- (a) duly complete, date and execute the Election Spreadsheet, the Election Form (including accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable and, in the case of the 4(a)(2) DRO and/or the 4(a)(2) ERO, the Accredited Investor Questionnaire), and the Requisite Documentation (if any) in accordance with these Rights Offerings Procedures, and (b) deliver the Election Documents to the Election Agent such that the Election Documents are actually received by the Election Agent on or before the Election Deadline via email with password-protected attachments to the Election Agent at [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (please reference "Air Methods" in the subject line);

- Holders of Allowed Prepetition Secured Loan Claims that wish to designate one or more affiliates to receive their DRO Term Loans and/or Rights Offerings Interests, as applicable, must provide the required information where indicated in Election Spreadsheet with such designee's information and provide the Requisite Documentation (if any) on behalf of such designee(s);
- if the holder of an Allowed Prepetition Secured Loan Claim is not a Backstop Commitment Party, coordinate payment of its applicable Aggregate Purchase Price prior to the Election Deadline by wire transfer ONLY of immediately available funds to the Election Agent as indicated in the Election Documents;
- if the holder of an Allowed Prepetition Secured Loan Claim is a Backstop Commitment Party (other than as set forth below with respect to a Specified Funding Party, as defined in the Purchase Commitment and Backstop Agreement), make payment of its applicable Aggregate Purchase Price to the DRO Subscription Escrow Account and/or the ERO Subscription Escrow Account (together, the "**Subscription Escrow Accounts**"), as applicable, on or before the Subscription Escrow Funding Date in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement; and
- if the holder of an Allowed Prepetition Secured Loan Claim is a Backstop Commitment Party that is a Specified Funding Party, make payment of its applicable Aggregate Purchase Price to the Company Specified Funding Account in accordance with the Purchase Commitment and Backstop Agreement.

The Debtors reserve the right to request reasonable additional documentation and diligence from holders electing to participate in the Rights Offerings in their reasonable discretion to ensure that such holders satisfy the foregoing requirements. Any dispute about whether a holder of an Allowed Prepetition Secured Loan Claim satisfies such requirements shall be finally resolved by the Bankruptcy Court unless otherwise consensually resolved by such holder and the Debtors prior to such hearing.

**EMAIL WITH PASSWORD-PROTECTED ATTACHMENTS IS THE ONLY VALID METHOD OF SUBMISSION AND NO OTHER METHODS WILL BE ACCEPTED. Delivery of the Election Documents in any way other than as set out above will not constitute a valid exercise of Subscription Rights. Delivery of the Election Documents to any person other than the Election Agent does not constitute delivery to the Election Agent.**

In the event that the funds received by the Election Agent from any holder of an Allowed Prepetition Secured Loan Claim (other than a Backstop Commitment Party) do not correspond to the applicable Aggregate Purchase Price payable from such holder, the submission will be deemed



invalid until such irregularities are resolved pursuant to the procedures described in Section 7 hereof.

The cash deposited with the Election Agent in accordance with these Rights Offerings Procedures will be deposited and held by the Election Agent in a segregated account for the applicable Rights Offering. The Election Agent may not use such cash for any other purpose and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Election Agent hereunder shall not be deemed part of the Debtors' chapter 11 estates.

**ALL BACKSTOP COMMITMENT PARTIES MUST MAKE ALL PAYMENTS TO THE APPLICABLE SUBSCRIPTION ESCROW ACCOUNT IN ACCORDANCE WITH THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT (OR AS OTHERWISE PERMITTED UNDER SECTION 2.5 OF THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT).**

#### 4. Revocation; Transfers of Subscription Rights

The Subscription Rights corresponding to the Allowed Prepetition Secured Loan Claims will trade together with, and be evidenced by, the underlying Allowed Prepetition Secured Loan Claims, until the Election Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Prepetition Secured Loans. Holders of Allowed Prepetition Secured Loan Claims are permitted to designate one or more affiliates to receive the DRO Term Loans and/or Rights Offerings Interests, as applicable, without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate(s) (including any controlled investment affiliates), subject to compliance with applicable securities laws. Once a holder of an Allowed Prepetition Secured Loan Claim has properly exercised its Subscription Rights, subject to the terms and conditions contained in these Rights Offerings Procedures (and the Purchase Commitment and Backstop Agreement in the case of any Backstop Commitment Party), such exercise will be irrevocable unless the Rights Offerings are terminated. Following the exercise of Subscription Rights on account of Allowed Prepetition Secured Loan Claims, such Allowed Prepetition Secured Loan Claims may not be transferred. Any attempted transfer of such Allowed Prepetition Secured Loan Claims by a holder following the exercise of such Subscription Rights will be cancelled, and deemed null and void and having no effect and will not be recognized for any purpose.

#### 5. Termination/Return of Payment

Unless the Plan Effective Date has occurred, the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and the 4(a)(2) ERO (a) will be deemed automatically terminated without any action of any party upon the earliest of (i) the withdrawal of the Plan by the Debtors pursuant to its terms or the entry of an order by the Bankruptcy Court denying confirmation of the Plan, (ii) termination of either the Purchase Commitment and Backstop Agreement or the RSA with respect to the Debtors, the Requisite Commitment Parties, or Consenting Creditors (as applicable) in accordance with its terms (other than any automatic termination event arising out of Section 6.01 of the RSA) and (iii) the Outside Date (as defined in Purchase Commitment and Backstop Agreement, as may be extended pursuant to the terms thereof) or (b) may be terminated by mutual agreement of the Debtors and the Requisite Commitment Parties. In the event the Rights Offerings are terminated,

any payments received pursuant to these Rights Offerings Procedures will be returned, without interest, to the applicable holder or relevant payee as soon as reasonably practicable, but in any event within six (6) Business Days after the date of termination and upon receipt by the Election Agent of the final refund instructions from the Debtors (or such earlier date set forth in the Purchase Commitment and Backstop Agreement or the agreement governing the applicable Subscription Escrow Account).

#### 6. Minimum Denominations

All allocations of the Rights Offerings Interests will be calculated and rounded down to the nearest whole security and no fractional securities will be issued. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded amounts.

#### 7. Validity of Exercise of Subscription Rights

All questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights will be determined in good faith by the Debtors and, if necessary, subject to a final and binding determination by the Bankruptcy Court. Subject to the foregoing, the Debtors may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any Subscription Rights. Subscription Rights will be deemed not to have been exercised or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith. In addition, the Election Agent shall have no obligation to notify parties of or cure any defects to the forms returned in exercising the Subscription Rights.

**As noted above, before exercising any Subscription Rights, holders of Allowed Prepetition Secured Loan Claims should carefully read the Disclosure Statement and the Plan in their entirety for information relating to the Debtors and the risk factors to be considered in deciding whether to participate in the Rights Offerings.**

All calculations, including, to the extent applicable, the calculation of (a) the value of any holder's Allowed Prepetition Secured Loan Claims for the purposes of the Rights Offerings and (b) any holder's DRO Term Loans and/or Rights Offerings Interests, as applicable, shall be made in good faith by the Debtors and in accordance with any claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

#### 8. Modification of Procedures

The Debtors reserve the right to modify these Rights Offerings Procedures, or adopt additional procedures consistent with these Rights Offerings Procedures, to effectuate the Rights Offerings and to issue the DRO Term Loans and the Rights Offerings Interests, as applicable; *provided, however*, that the Debtors shall provide prompt written notice (the “**Modification Notice**”) to the holders of Allowed Prepetition Secured Loan Claims of any material modification to these Rights Offerings Procedures made after the Election Commencement Date by: (i) posting the Modification Notice on the Election Agent's website at <https://dm.epiq11.com/AirMethods>; (ii) filing a copy of the Modification Notice on the docket of the Debtors' Chapter 11 Cases; and



(iii) providing a copy of the Modification Notice to counsel to the Ad Hoc Group, with email notice being sufficient. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith is necessary and appropriate to effectuate and implement the Rights Offerings and the issuance of the DRO Term Loans and Rights Offerings Interests, as applicable.

The Debtors reserve the right to request reasonable additional documentation and diligence from any participant in the Rights Offerings to confirm that such participant is a holder of an Allowed Prepetition Secured Loan Claim (or such holder's affiliate designee).

9. Inquiries and Transmittal of Documents; Election Agent

Questions relating to the Rights Offerings should be directed to the Election Agent by emailing [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (please reference "Air Methods" in the subject line). Please note that the Election Agent is only able to respond to procedural questions regarding the Rights Offerings, and cannot provide any information beyond that included in these Rights Offerings Procedures and the Election Documents.

10. Failure to Exercise Subscription Rights

Unexercised Subscription Rights will be cancelled and forever and irrevocably relinquished at the Election Deadline. If, on or before the Election Deadline, the Election Agent for any reason does not receive from a holder of an Allowed Prepetition Secured Loan Claim (a) a duly completed, dated, and executed Election Spreadsheet, and Election Form (including accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable and, in the case of the 4(a)(2) DRO and/or the 4(a)(2) ERO, the Accredited Investor Questionnaire) and (b) in the case of a non-Backstop Commitment Party, payment of its applicable Aggregate Purchase Price, such holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offerings.

Subject to the terms and conditions set forth herein and in the Purchase Commitment and Backstop Agreement, any attempt to exercise Subscription Rights after the Election Deadline shall be null and void and the Debtors shall not be obligated to honor any such purported exercise received by the Election Agent after the Election Deadline regardless of when the documents relating thereto were sent.

**The method of delivery of the applicable Election Documents, and/or any other required documents is at each holder's option and sole risk. In all cases, you should allow sufficient time to ensure timely delivery of the applicable Election Documents, or other required documents prior to the Election Deadline. Each holder of Allowed Prepetition Secured Loan Claims (other than any Backstop Commitment Party) must coordinate timely payment of its applicable Aggregate Purchase Price prior to the Election Deadline as indicated in the Election Documents.**

11. Purchase Commitment and Backstop Agreement

In the event of any conflict between these Rights Offerings Procedures and the terms of the Purchase Commitment and Backstop Agreement, the terms of the Purchase Commitment and Backstop Agreement will control.

### ***Additional Procedures Applicable to the 1145 DRO***

#### ***Key Provisions applicable to the 1145 DRO:***

- Pursuant to the Plan and these Rights Offerings Procedures, each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date will be allocated DRO Subscription Rights to subscribe for and fund 1145 DRO Term Loans in an amount equal to its pro rata share of the principal amount of 1145 DRO Term Loans (with respect to each holder, its “**Maximum 1145 DRO Subscription Amount**”), at a purchase price of \$1.00 per \$1.00 of Principal Amount of 1145 DRO Term Loans (the “**1145 DRO Purchase Price**”). You cannot subscribe for only the 1145 DRO Term Loans or only the 1145 DRO Interests, and you cannot increase or decrease the number of 1145 DRO Interests or the principal amount of the 1145 DRO Term Loans in lieu of the other pursuant to your DRO Subscription Rights. **Only holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date are entitled to participate in the 1145 DRO and no solicitation is being made by the Debtors to any other holders.**
- Each holder’s aggregate 1145 DRO Purchase Price of its Maximum 1145 DRO Subscription Amount is referred to herein as such holder’s “**Aggregate 1145 DRO Purchase Price.**”

#### ***The 1145 DRO***

Pursuant to and subject to the terms hereof, holders of Allowed Prepetition Secured Loan Claims are being given notice of their rights to subscribe for up to their pro rata share of the 1145 DRO Term Loans, in which case they will receive their pro rata share of the 1145 DRO Interests. Pursuant to the Plan, each holder of an Allowed Prepetition Secured Loan Claim (other than a DRO Backstop Commitment Party) will have the right, but not the obligation, to participate in the 1145 DRO in respect of their DRO Subscription Rights for the 1145 DRO Term Loans and the receipt of the 1145 DRO Interests; *provided, however*, that holders of Allowed Prepetition Secured Loan Claims that are DRO Backstop Commitment Parties must exercise their DRO Subscription Rights pursuant to the Purchase Commitment and Backstop Agreement. In the event of any conflict between these Rights Offerings Procedures and the terms of the Purchase Commitment and Backstop Agreement or any Election Form, the terms of the Purchase Commitment and Backstop Agreement shall control.

#### ***Allocation of 1145 DRO Term Loans and 1145 DRO Interests***

Subject to the terms and conditions set forth in the Plan, the Purchase Commitment and Backstop Agreement, these Rights Offerings Procedures, and the Election Documents:

- (a) The Debtors shall conduct a rights offering for the offer and sale of 1145 DRO Term Loans and 1145 DRO Interests to holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date for an aggregate purchase price of up to \$[●].
- (b) Each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date is entitled to participate in the 1145 DRO to subscribe for up to its

Maximum 1145 DRO Subscription Amount (the amount such holder subscribes for, the “**1145 DRO Subscription Amount**”).

(c) Each DRO Backstop Commitment Party has committed to purchase (on a several and not joint basis) its DRO Backstop Commitment Percentage of the Unsubscribed 1145 DRO Term Loans and DRO Backstop Shares.

No holder of an Allowed Prepetition Secured Loan Claim shall be entitled to participate in the 1145 DRO unless it (i) properly executes and delivers its executed Election Documents and (ii) unless such holder is a DRO Backstop Commitment Party, pays such holder’s Aggregate 1145 DRO Purchase Price for the DRO Term Loans for which it subscribes, and such Aggregate 1145 DRO Purchase Price is received by the Election Agent on or before the Election Deadline.

**Holders of Allowed Prepetition Secured Loan Claims are permitted to designate one or more affiliates to receive the 1145 DRO Term Loans and/or 1145 DRO Interests, as applicable, without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate(s) (including any controlled investment affiliates), subject to compliance with applicable securities laws.**

1. 1145 DRO

There will be no over-subscription privilege in the DRO. None of the Unsubscribed 1145 DRO Term Loans (if any) will be offered to other holders except the DRO Backstop Commitment Parties that have agreed to purchase the Unsubscribed 1145 DRO Term Loans in accordance with the Purchase Commitment and Backstop Agreement.

Any holder of an Allowed Prepetition Secured Loan Claim that exercises its DRO Subscription Rights and is deemed to be an “underwriter” under section 1145(b) of the Bankruptcy Code, including affiliates of Reorganized Parent, will be subject to restrictions under the Securities Act and other applicable laws on its ability to resell its 1145 DRO Interests.

2. Settlement of the 1145 DRO and Distribution of the 1145 DRO Term Loans and 1145 DRO Interests

The settlement of the 1145 DRO is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offerings Procedures and the occurrence of the Plan Effective Date.

The Debtors intend that the 1145 DRO Term Loans (including the Unsubscribed 1145 DRO Term Loans) funded pursuant to the 1145 DRO will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans. The Debtors intend that the 1145 DRO Interests will be issued in book-entry form on the books and records of the transfer agent directly to each applicable holder of an Allowed Prepetition Secured Loan Claim or its affiliate designee and such holder or its affiliate designee will be the holder of record.

**Any holders of Allowed Prepetition Secured Loan Claims that wish to designate one or more affiliates to receive their 1145 DRO Term Loans and/or 1145 DRO Interests, as applicable, must provide the required information where indicated in the Election**

**Spreadsheet with such designee's information and provide the Citizenship Declaration and Election Form in accordance with these Omnibus Procedures on behalf of such designee(s).**

The 1145 DRO Interests (including the DRO Backstop Shares and the DRO Backstop Commitment Premium Shares) will bear the Transfer Restrictions Legend indicating that the securities are subject to transfer restrictions set forth in the Shareholders' Agreement. The DRO Backstop Shares will also bear the Securities Law Legend.

### ***Additional Procedures Applicable to the 4(a)(2) DRO***

#### ***Key Provisions applicable to the 4(a)(2) DRO:***

- Pursuant to the Plan and these Rights Offerings Procedures, each 4(a)(2) Eligible Holder will be allocated DRO Subscription Rights to subscribe for and fund 4(a)(2) DRO Term Loans in an amount equal to its pro rata share of the principal amount of 4(a)(2) DRO Term Loans (with respect to each 4(a)(2) Eligible Holder, its “**Maximum 4(a)(2) DRO Subscription Amount**”), at a purchase price of \$1.00 per \$1.00 of principal amount of 4(a)(2) DRO Term Loans (the “**4(a)(2) DRO Purchase Price**”). You cannot subscribe for only the 4(a)(2) DRO Term Loans or only the 4(a)(2) DRO Interests, and you cannot increase or decrease the number of 4(a)(2) DRO Interests or the principal amount of the 4(a)(2) DRO Term Loans in lieu of the other pursuant to your DRO Subscription Rights. **Only 4(a)(2) Eligible Holders are entitled to participate in the 4(a)(2) DRO and no solicitation is being made by the Debtors to any holders other than 4(a)(2) Eligible Holders.**
- Each 4(a)(2) Eligible Holder’s aggregate 4(a)(2) DRO Purchase Price of its Maximum 4(a)(2) DRO Subscription Amount is referred to herein as such 4(a)(2) Eligible Holder’s “**Aggregate 4(a)(2) DRO Purchase Price.**” Each 4(a)(2) Eligible Holder’s Aggregate 4(a)(2) DRO Purchase Price together with such 4(a)(2) Eligible Holder’s Aggregate 1145 DRO Purchase Price is referred to herein as such 4(a)(2) Eligible Holder’s “**Aggregate DRO Purchase Price.**”

#### ***The 4(a)(2) DRO***

Pursuant to and subject to the terms hereof, 4(a)(2) Eligible Holders are being given notice of their rights to subscribe for up to their pro rata share of the 4(a)(2) DRO Term Loans, in which case they will receive their pro rata share of the 4(a)(2) DRO Interests. Pursuant to the Plan, each 4(a)(2) Eligible Holder (other than a DRO Backstop Commitment Party) will have the right, but not the obligation, to participate in the 4(a)(2) DRO in respect of their DRO Subscription Rights for the 4(a)(2) DRO Term Loans and the receipt of the 4(a)(2) DRO Interests; *provided*, however, that 4(a)(2) Eligible Holders that are DRO Backstop Commitment Parties must exercise their DRO Subscription Rights pursuant to the Purchase Commitment and Backstop Agreement. In the event of any conflict between these Rights Offerings Procedures and the terms of the Purchase Commitment and Backstop Agreement or any Election Form, the terms of the Purchase Commitment and Backstop Agreement shall control.

#### ***Allocation of 4(a)(2) DRO Term Loans and 4(a)(2) DRO Interests***

Subject to the terms and conditions set forth in the Plan, the Purchase Commitment and Backstop Agreement, these Rights Offerings Procedures, and the Election Documents:

- (a) The Debtors shall conduct a rights offering for the offer and sale of 4(a)(2) DRO Term Loans and 4(a)(2) DRO Interests to 4(a)(2) Eligible Holders for an aggregate purchase price of up to \$[●].

(b) Each 4(a)(2) Eligible Holder is entitled to participate in the 4(a)(2) DRO to subscribe for up to its Maximum 4(a)(2) DRO Subscription Amount (the amount such 4(a)(2) Eligible Holder subscribes for, the “**4(a)(2) DRO Subscription Amount**”).

(c) Each DRO Backstop Commitment Party has committed to purchase (on a several and not joint basis) its DRO Backstop Commitment Percentage of the Unsubscribed 4(a)(2) DRO Term Loans.

No 4(a)(2) Eligible Holder shall be entitled to participate in the 4(a)(2) DRO unless it (i) properly executes and delivers its executed Election Documents (including the Accredited Investor Questionnaire), and (ii) unless such 4(a)(2) Eligible Holder is a DRO Backstop Commitment Party, pays such 4(a)(2) Eligible Holder’s Aggregate 4(a)(2) DRO Purchase Price for the DRO Term Loans for which it subscribes, and such Aggregate 4(a)(2) DRO Purchase Price is received by the Election Agent on or before the Election Deadline.

**4(a)(2) Eligible Holders are permitted to designate one or more affiliates to receive the 4(a)(2) DRO Term Loans and/or 4(a)(2) DRO Interests, as applicable, without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate(s) (including any controlled investment affiliates), subject to compliance with applicable securities laws.**

1. 4(a)(2) DRO

There will be no over-subscription privilege in the DRO. None of the Unsubscribed 4(a)(2) DRO Term Loans (if any) will be offered to other 4(a)(2) Eligible Holders except the DRO Backstop Commitment Parties that have agreed to purchase the Unsubscribed 4(a)(2) DRO Term Loans in accordance with the Purchase Commitment and Backstop Agreement.

**ONLY HOLDERS OF ALLOWED PREPETITION SECURED LOAN CLAIMS AS OF THE RIGHTS OFFERINGS RECORD DATE THAT ARE EITHER (A) A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) AN INSTITUTIONAL “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) ARE ELIGIBLE TO PARTICIPATE IN THE 4(A)(2) DRO.**

2. Settlement of the 4(a)(2) DRO and Distribution of the 4(a)(2) DRO Term Loans and 4(a)(2) DRO Interests

The settlement of the 4(a)(2) DRO is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offerings Procedures and the occurrence of the Plan Effective Date.

The Debtors intend that the 4(a)(2) DRO Term Loans (including the Unsubscribed 4(a)(2) DRO Term Loans) funded pursuant to the 4(a)(2) DRO will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans. The Debtors intend that the 4(a)(2) DRO Interests will be issued in book-entry form on the books and records of the transfer agent directly to each applicable 4(a)(2) Eligible Holder or its affiliate designee and such 4(a)(2) Eligible Holder or its affiliate designee will be the holder of record.

**Any 4(a)(2) Eligible Holders that wish to designate one or more affiliates to receive their 4(a)(2) DRO Term Loans and/or 4(a)(2) DRO Interests, as applicable, must provide the required information where indicated in the Election Spreadsheet with such designee's information and provide the Citizenship Declaration and Election Form in accordance with these Omnibus Procedures on behalf of such designee(s).**

The 4(a)(2) DRO Interests (including the DRO Backstop Shares and the DRO Backstop Commitment Premium Shares) will bear the Securities Law Legend and the Transfer Restrictions Legend. **Any 4(a)(2) Eligible Holder that receives 4(a)(2) DRO Interests will receive "restricted securities" (within the meaning of Rule 144 under the Securities Act). Each certificate evidencing 4(a)(2) DRO Interests, and each certificate issued in exchange for or upon the transfer, sale, or assignment of any such securities, shall be stamped or otherwise imprinted with the Securities Law Legend.**

**To the extent any 4(a)(2) DRO Interests are uncertificated, such securities shall be subject to restrictive notations substantially similar to the Legends in the books and records of the transfer agent or other appropriate records maintained by the transfer agent.**



### ***Additional Procedures Applicable to the 1145 ERO***

#### ***Key Provisions applicable to the 1145 ERO:***

- Pursuant to the Plan and these Rights Offerings Procedures, each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date will be allocated ERO Subscription Rights to purchase its pro rata share of 1145 ERO Interests (with respect to each holder, its “**Maximum 1145 ERO Subscription Amount**”), for an aggregate purchase price of \$[●] (the “**1145 ERO Purchase Price**”). **Only holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date are entitled to participate in the 1145 ERO and no solicitation is being made by the Debtors to any holders other than holders.**
- Each holder’s aggregate 1145 ERO Purchase Price of its Maximum 1145 ERO Subscription Amount is referred to herein as such holder’s “**Aggregate 1145 ERO Purchase Price.**”

#### ***The 1145 ERO***

Pursuant to and subject to the terms hereof, holders of Allowed Prepetition Secured Loan Claims are being given notice of their subscription rights to purchase their pro rata share of 1145 ERO Interests. Pursuant to the Plan, each holder of an Allowed Prepetition Secured Loan Claim (other than a ERO Backstop Commitment Party) will have the right, but not the obligation, to participate in the 1145 ERO in respect of their ERO Subscription Rights for the 1145 ERO Interests; *provided*, however, that holders of Allowed Prepetition Secured Loan Claims that are ERO Backstop Commitment Parties must exercise their ERO Subscription Rights pursuant to the Purchase Commitment and Backstop Agreement. In the event of any conflict between these Rights Offerings Procedures and the terms of the Purchase Commitment and Backstop Agreement or any Election Form, the terms of the Purchase Commitment and Backstop Agreement shall control.

#### ***Allocation of 1145 ERO Interests***

Subject to the terms and conditions set forth in the Plan, the Purchase Commitment and Backstop Agreement, these Rights Offerings Procedures, and the Election Documents:

(a) The Debtors shall conduct or cause to be conducted a rights offering for the offer and sale of 1145 ERO Interests to holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date for an aggregate purchase price of up to \$[●].

(b) Each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date is entitled to participate in the 1145 ERO to subscribe for up to its Maximum 1145 ERO Subscription Amount (the amount such holder subscribes for, the “**1145 ERO Subscription Amount**”).

(c) Each ERO Backstop Commitment Party has committed to purchase (on a several and not joint basis) its ERO Backstop Commitment Percentage of the Unsubscribed 1145 ERO Interests.

No holder of an Allowed Prepetition Secured Loan Claim shall be entitled to participate in the 1145 ERO unless it (i) properly executes and delivers its executed Election Documents and (ii) unless such holder is a ERO Backstop Commitment Party, pays such holder's subscribed for portion of the Aggregate 1145 ERO Purchase Price for the 1145 ERO Interests for which it subscribes, and such Aggregate 1145 ERO Purchase Price is received by the Election Agent on or before the Election Deadline.

**Holders of Allowed Prepetition Secured Loan Claims are permitted to designate one or more affiliates to receive the 1145 ERO Interests without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate(s) (including any controlled investment affiliates), subject to compliance with applicable securities laws.**

1. 1145 ERO

There will be no over-subscription privilege in the ERO. None of the Unsubscribed 1145 ERO Interests (if any) will be offered to other holders except the ERO Backstop Commitment Parties that have agreed to purchase the Unsubscribed 1145 ERO Interests in accordance with the Purchase Commitment and Backstop Agreement.

Any holder of an Allowed Prepetition Secured Loan Claim that exercises its ERO Subscription Rights and is deemed to be an "underwriter" under section 1145(b) of the Bankruptcy Code, including affiliates of Reorganized Parent, will be subject to restrictions under the Securities Act and other applicable laws on its ability to resell its 1145 ERO Interests.

2. Settlement of the 1145 ERO and Distribution of the 1145 ERO Interests

The settlement of the 1145 ERO is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offerings Procedures and the occurrence of the Plan Effective Date.

The Debtors intend that the 1145 ERO Interests will be issued in book-entry form on the books and records of the transfer agent directly to each applicable holder of an Allowed Prepetition Secured Loan Claim or its affiliate designee and such holder or its affiliate designee will be the holder of record.

**Any holders of Allowed Prepetition Secured Loan Claims that wish to designate one or more affiliates to receive their 1145 ERO Interests must provide the required information where indicated in the Election Spreadsheet with such designee's information and provide the Citizenship Declaration and Election Form in accordance with these Omnibus Procedures on behalf of such designee(s).**

The 1145 ERO Interests (including the ERO Backstop Shares and the ERO Backstop Commitment Premium Shares) will bear the Transfer Restrictions Legend indicating that the securities are subject to transfer restrictions set forth in the Shareholders' Agreement. The ERO Backstop Shares will also bear the Securities Law Legend.

### ***Additional Procedures Applicable to the 4(a)(2) ERO***

#### ***Key Provisions applicable to the 4(a)(2) ERO:***

- Pursuant to the Plan and these Rights Offerings Procedures, each 4(a)(2) Eligible Holder will be allocated ERO Subscription Rights to purchase its pro rata share of 4(a)(2) ERO Interests (with respect to each 4(a)(2) Eligible Holder, its “**Maximum 4(a)(2) ERO Subscription Amount**”), for an aggregate purchase price of \$[●] (the “**4(a)(2) ERO Purchase Price**”). **Only 4(a)(2) Eligible Holders are entitled to participate in the 4(a)(2) ERO and no solicitation is being made by the Debtors to any holders other than 4(a)(2) Eligible Holders.**
- Each 4(a)(2) Eligible Holder’s aggregate 4(a)(2) ERO Purchase Price of its Maximum 4(a)(2) ERO Subscription Amount is referred to herein as such 4(a)(2) Eligible Holder’s “**Aggregate 4(a)(2) ERO Purchase Price.**” Each 4(a)(2) Eligible Holder’s Aggregate 4(a)(2) ERO Purchase Price together with such 4(a)(2) Eligible Holder’s Aggregate 1145 ERO Purchase Price is referred to herein as such 4(a)(2) Eligible Holder’s “**Aggregate ERO Purchase Price.**”

#### ***The 4(a)(2) ERO***

Pursuant to and subject to the terms hereof, 4(a)(2) Eligible Holders are being given notice of their subscription rights to purchase their pro rata share of 4(a)(2) ERO Interests. Pursuant to the Plan, each 4(a)(2) Eligible Holder (other than a ERO Backstop Commitment Party) will have the right, but not the obligation, to participate in the 4(a)(2) ERO in respect of their ERO Subscription Rights for the 4(a)(2) ERO Interests; *provided, however*, that 4(a)(2) Eligible Holders that are ERO Backstop Commitment Parties must exercise their ERO Subscription Rights pursuant to the Purchase Commitment and Backstop Agreement. In the event of any conflict between these Rights Offerings Procedures and the terms of the Purchase Commitment and Backstop Agreement or any Election Form, the terms of the Purchase Commitment and Backstop Agreement shall control.

#### ***Allocation of 4(a)(2) ERO Interests***

Subject to the terms and conditions set forth in the Plan, the Purchase Commitment and Backstop Agreement, these Rights Offerings Procedures, and the Election Documents:

(a) The Debtors shall conduct or cause to be conducted a rights offering for the offer and sale of 4(a)(2) ERO Interests to 4(a)(2) Eligible Holders for an aggregate purchase price of up to \$[●].

(b) Each 4(a)(2) Eligible Holder is entitled to participate in the 4(a)(2) ERO to subscribe for up to its Maximum 4(a)(2) ERO Subscription Amount (the amount such 4(a)(2) Eligible Holder subscribes for, the “**4(a)(2) ERO Subscription Amount**”).

(c) Each ERO Backstop Commitment Party has committed to purchase (on a several and not joint basis) its ERO Backstop Commitment Percentage of the Unsubscribed 4(a)(2) ERO Interests.

No 4(a)(2) Eligible Holder shall be entitled to participate in the 4(a)(2) ERO unless it (i) properly executes and delivers its executed Election Documents (including the Accredited Investor Questionnaire), and (ii) unless such 4(a)(2) Eligible Holder is a DRO Backstop Commitment Party, pays such 4(a)(2) Eligible Holder's Aggregate 4(a)(2) ERO Purchase Price for the 4(a)(2) ERO Interests for which it subscribes, and such Aggregate 4(a)(2) ERO Purchase Price is received by the Election Agent on or before the Election Deadline.

**4(a)(2) Eligible Holders are permitted to designate one or more affiliates to receive the 4(a)(2) ERO Interests without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate(s) (including any controlled investment affiliates), subject to compliance with applicable securities laws.**

1. 4(a)(2) ERO

There will be no over-subscription privilege in the ERO. Any of the Unsubscribed 4(a)(2) ERO Interests will not be offered to other 4(a)(2) Eligible Holders except the ERO Backstop Commitment Parties that have agreed to purchase the Unsubscribed 4(a)(2) ERO Interests in accordance with the Purchase Commitment and Backstop Agreement.

**ONLY HOLDERS OF ALLOWED PREPETITION SECURED LOAN CLAIMS AS OF THE RIGHTS OFFERINGS RECORD DATE THAT ARE EITHER (A) A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) ARE ELIGIBLE TO PARTICIPATE IN THE 4(A)(2) ERO.**

2. Settlement of the 4(a)(2) ERO and Distribution of the 4(a)(2) ERO Interests

The settlement of the 4(a)(2) ERO is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offerings Procedures and the occurrence of the Plan Effective Date.

The Debtors intend that the 4(a)(2) ERO Interests will be issued in book-entry form on the books and records of the transfer agent directly to each applicable 4(a)(2) Eligible Holder or its affiliate designee and such 4(a)(2) Eligible Holder or its affiliate designee will be the holder of record.

**Any 4(a)(2) Eligible Holders that wish to designate one or more affiliates to receive their 4(a)(2) ERO Interests must provide the required information where indicated in the Election Spreadsheet with such designee's information and provide the Citizenship Declaration and Election Form in accordance with these Omnibus Procedures on behalf of such designee(s).**

The 4(a)(2) ERO Interests (including the ERO Backstop Shares and the ERO Backstop Commitment Premium Shares) will bear the Securities Law Legend and the Transfer Restrictions Legend.

**Any 4(a)(2) Eligible Holder that receives 4(a)(2) ERO Interests will receive “restricted securities” (within the meaning of Rule 144 under the Securities Act). Each certificate evidencing 4(a)(2) ERO Interests, and each certificate issued in exchange for or upon the transfer, sale, or assignment of any such securities, shall be stamped or otherwise imprinted with the Securities Law Legend.**

**To the extent any 4(a)(2) ERO Interests are uncertificated, such securities shall be subject to restrictive notations substantially similar to the Legends in the books and records of the transfer agent or other appropriate records maintained by the transfer agent.**

**Item 7 – Instructions for Completing the Election Documents:**

1. The Election Form and the accompanying Election Spreadsheet contain participation and election options with respect to the Equity Cash-Out Option, DRO Subscription Rights, and ERO Subscription Rights.
2. The Election Form and Election Spreadsheet must be properly completed, executed, and delivered in accordance with the return instructions set forth in Item 10 below (the “**Return Instructions**”) so that both the Election Form and the Election Spreadsheet are actually received by the Election Agent on or before the Election Deadline, **December 6, 2023 at 5:00 p.m. New York City Time.**
3. If you elect to participate in the 4(a)(2) DRO and/or the 4(a)(2) ERO, you must complete the Accredited Investor Questionnaire included in your Election Form and certify that you are acquiring the 4(a)(2) Rights Offering Securities<sup>15</sup> for your own account.
4. Any Election Form and Election Spreadsheet received by the Election Agent after the Election Deadline will not be accepted with respect to participation in the Equity Cash-Out Option, the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and/or the 4(a)(2) ERO unless the Debtors otherwise determine. No Election Form may be withdrawn or modified after the Election Deadline without the Debtors’ prior consent.
5. Delivery of an Election Form and Election Spreadsheet reflecting your elections and participations to the Election Agent will be deemed to have occurred only when the Election Agent actually receives your submission in accordance with the Return Instructions set forth below. Please confirm receipt of your email.
6. If you deliver multiple Election Forms and/or Election Spreadsheets to the Election Agent, ONLY the last properly executed Election Form and Election Spreadsheet timely received will be deemed to reflect your intent and will supersede and revoke any prior Election Form(s) and Election Spreadsheet(s).
7. The Election Form does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of a Claim, in the Chapter 11 Cases.
8. You should not rely on any information, representations, or inducements made to obtain a participation in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and/or the 4(a)(2) ERO that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
9. SIGN AND DATE your Election Form. Any unsigned Election Form will not be valid; however, for the avoidance of doubt, the scanned signature on an E-Election Form will be deemed legally valid and effective.

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<sup>15</sup> ***4(a)(2) Rights Offering Securities*** means, collectively, the New Interests issued pursuant to the 4(a)(2) DRO (including the DRO Backstop Shares) and the 4(a)(2) ERO (including the ERO Backstop Shares).

10. Return Instructions: your completed, dated, and executed Election Spreadsheet, Election Form (including accompanying Citizenship Declaration and IRS Form W-9 or appropriate IRS Form W-8, as applicable), and the Requisite Documentation, if any, should be returned promptly to the Election Agent on or before the Election Deadline via email with password-protected attachments to Registration@epiqglobal.com (please reference “Air Methods” in the subject line and attach the Election Documents to the email).

**IF YOU HAVE ANY QUESTIONS REGARDING THIS ELECTION FORM, THESE INSTRUCTIONS, THE EQUITY CASH-OUT ELECTION PROCEDURES, THE CITIZENSHIP DECLARATION PROCEDURES OR THE RIGHTS OFFERINGS PROCEDURES, PLEASE CONTACT THE ELECTION AGENT AT REGISTRATION@EPIQGLOBAL.COM (PLEASE REFERENCE “AIR METHODS” IN THE SUBJECT LINE).**



**Exhibit A-1**

**Redline of Omnibus Procedures**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:

AIR METHODS CORPORATION,  
*et al.*,

Debtors.<sup>1</sup>

§  
§  
§  
§  
§  
§  
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§

Chapter 11

Case No. ~~23~~-23-90886 (MI)

(Jointly Administered)

OMNIBUS PROCEDURES  
-FOR PREPETITION SECURED LOAN CLAIMS (CLASS 3)  
**RE: EQUITY CASH-OUT ELECTION**  
TO MAKE EQUITY CASH-OUT OPTION ELECTION, PROVIDE  
CITIZENSHIP DECLARATION, AND MAKE RIGHTS OFFERINGS ELECTIONS

Air Methods Corporation and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors-in-possession (collectively, the “**Debtors**”), are seeking to implement a proposed restructuring pursuant to the *Joint Prepackaged Chapter 11 Plan of Air Methods Corporation and Its Affiliated Debtors*, which was filed on October 24, 2023 (Docket No. 16) (as may be further amended, supplemented, or otherwise modified in accordance with its terms, the “**Plan**”).<sup>2</sup> You are receiving these omnibus procedures (these “**Omnibus Procedures**”) and the corresponding Election Form for Prepetition Secured Loan Claims (Class 3) (the “**Election Form**”) because you are a holder of Prepetition Secured Loan Claims in Class 3 under the Plan. The Plan treatment for the Class 3 Prepetition Secured Loan Claims is as follows:

On or as soon as reasonably practicable after the Plan Effective Date, pursuant to the Restructuring Transactions, each holder of an Allowed Prepetition Secured Loan Claim shall receive from Reorganized AMC, in full and final satisfaction, settlement, release, and discharge of such Prepetition Secured Loan Claim, subject to the DOT Procedures, its Pro Rata share, calculated as of the Petition Date, of: (i) the Prepetition Secured Loan Claims Equity Distribution; (ii) the DRO Subscription Rights; and (iii) the ERO Subscription Rights; provided that each

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Air Methods Corporation (5893), ASP AMC Holdings, Inc. (3873), ASP AMC Intermediate Holdings, Inc. (2677), Air Methods Telemedicine, LLC (2091), United Rotorcraft Solutions, LLC (2763), Mercy Air Service, Inc. (0626), LifeNet, Inc. (3381), Rocky Mountain Holdings, L.L.C. (3822), Air Methods Tours, Inc. (4178), Tri-State Care Flight, L.L.C. (5216), Advantage LLC (2762), Enchantment Aviation, Inc. (5198), Native Air Services, Inc. (8798), Native American Air Ambulance, Inc. (8800), AirMD, LLC (1368), Midwest Corporate Air Care, LLC (N/A). The Debtors’ mailing address is 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan, and if not defined in the Plan, shall have the meanings ascribed to such terms in the Disclosure Statement (as defined in the Plan) or the Purchase Commitment and Backstop Agreement (as defined in the Plan).

holder of an Allowed Prepetition Secured Loan Claim shall have the option to elect to exercise the Equity Cash-Out Option in lieu of (A) receiving its Pro Rata share of the Prepetition Secured Loan Claims Equity Distribution<sup>3</sup> and (B) subscribing for the ERO, in accordance with the Plan.

These Omnibus Procedures are being provided to ~~Eligible H~~olders of Prepetition Secured Loan Claims (Class 3) with respect to the following summarized elections and required certifications (with more complete descriptions and instructions following this summary list):

- Item 1 - Equity Cash-Out Election Option: Pursuant to the Plan, in lieu of receiving New Interests under the Plan, (i) each ~~Eligible H~~older ~~as of the Rights Offering Record Date~~ of an Allowed Prepetition Secured Loan Claim, as of November 17, 2023 (the “Rights Offerings Record Date”), may irrevocably elect to receive cash in lieu of all or a portion of its distribution of New Interests on account of its Prepetition Secured Loan Claims Equity Distribution<sup>3</sup> and (ii) each DRO Participant that funds DRO Term Loans pursuant to the 1145 DRO and/or the 4(a)(2) DRO (each as defined herein) may irrevocably elect to receive cash in lieu of all or a portion its distribution of New Interests on account of 1145 DRO Interests (as defined below) and/or 4(a)(2) DRO Interests (as defined below), as applicable (such option, the “**Equity Cash-Out Option**”), in accordance with the Plan and the Equity ~~Cash-Out~~Cash-Out Option election procedures (the “**Equity Cash-Out Election Procedures**”) included in these Omnibus Procedures. The total amount of Cash available for the Equity Cash-Out Option is capped at the Adjusted Private Placement Amount<sup>4</sup> for all Entities (including ~~Eligible H~~holders of Allowed Prepetition Unsecured Note Claims and DRO Backstop Commitment Parties) ~~entitled to participate in the Equity Cash-Out Option.~~ The consummation of the Equity Cash-Out Option is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the Equity Cash-Out Election Procedures. Any ~~Eligible H~~holder of an Allowed Prepetition Secured Loan Claim that elects to subscribe for the 1145 ERO and/or the 4(a)(2) ERO (each as defined herein) may not elect the Equity Cash-Out Option, and any holder that elects the Equity Cash-Out Option may not elect to subscribe for the 1145 ERO and/or the 4(a)(2) ERO.

<sup>3</sup> Prepetition Secured Loan Claims Equity Distribution means 100% of the New Interests, subject to the DOT Procedures and dilution by: (i) DRO Interests; (ii) DRO Backstop Commitment Premium Shares; (iii) ERO Interests; (iv) ERO Backstop Commitment Premium Shares; (v) Private Placement Commitment Shares; (vi) Private Placement Premium Shares; (vii) the Prepetition Unsecured Note Claims Recovery Pool; (viii) New Common Stock issued upon the exercise of the New Warrants; and (ix) New Common Stock issued on account of the Management Incentive Plan.

<sup>3</sup> Prepetition Secured Loan Claims Equity Distribution means 100% of the New Interests, subject to the DOT Procedures and dilution by: (i) DRO Interests; (ii) DRO Backstop Commitment Premium Shares; (iii) ERO Interests; (iv) ERO Backstop Commitment Premium Shares; (v) Private Placement Commitment Shares; (vi) Private Placement Premium Shares; (vii) the Prepetition Unsecured Note Claims Recovery Pool; (viii) New Common Stock issued upon the exercise of the New Warrants; and (ix) New Common Stock issued on account of the Management Incentive Plan.

<sup>4</sup> Adjusted Private Placement Amount is equal to the cash proceeds of the Private Placement (as defined in and in accordance with the Purchase Commitment and Backstop Agreement), reduced on a dollar for dollar basis by the amount of the ERO.

Any holder of an Allowed Prepetition Secured Loan Claim that both elects to subscribe for the 1145 ERO and/or the 4(a)(2) ERO and elects the Equity Cash-Out Option shall be deemed to have elected only the Equity Cash-Out Option.

- Item 2 - Citizenship Declaration: In order for ~~Eligible H~~holders of Allowed Prepetition Secured Loan Claims or affiliate designees of ~~Eligible H~~holders to be certain that they will receive their entire Pro Rata share of the Allowed Prepetition Secured Loan Claims Equity Distribution in New Common Stock (or any New Common Stock in connection with the 1145 DRO, 4(a)(2) DRO, 1145 ERO and/or 4(a)(2) ERO, as applicable), ~~Eligible H~~holders (or their affiliate designees, as applicable) must certify their status as U.S. Citizens ~~(as defined in Item 2 of these Omnibus Procedures)~~ in accordance with the citizenship declaration procedures (the “**Citizenship Declaration Procedures**”) included in these Omnibus Procedures. If ~~an Eligible Holder is a non-U~~a holder of an Allowed Prepetition Secured Loan Claim is a Non-U.S. Citizen or does not so certify, then ~~there may be a delay in such holder’s receipt of a distribution and/or~~ it may receive DOT Warrants in lieu of New Common Stock, in whole or in part, subject to the DOT Procedures and the Purchase Commitment and Backstop Agreement.
- Item 3 - 1145 DRO<sup>45</sup> Election: The Plan provides for the Debtors to conduct the 1145 DRO pursuant to which each ~~Eligible H~~holder ~~as of the Rights Offering Record Date~~ of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date is being issued a subscription right (each, a “**DRO Subscription Right**”) to fund its ~~P~~ro ~~R~~ata share of the DRO Term Loans. Each ~~Eligible H~~holder that exercises its DRO Subscription Right in respect of the 1145 DRO will also receive its ~~P~~ro ~~R~~ata share of the New Interests issued pursuant to the 1145 DRO, which, together with the 4(a)(2) DRO Interests (as defined below), have an aggregate number equal to 40.0% of the aggregate number of the New Interests outstanding as of the Plan Effective Date, subject to dilution by ~~any~~ (a) New Common Stock issued on account of the Management Incentive Plan, (b) New Common Stock issued upon the exercise of the New Warrants, and (c) ERO Interests (the “**1145 DRO Interests**”). Because only a portion of the DRO Interests (as defined below) qualify for issuance in reliance on the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code (“**Section 1145**”), DRO Term Loans in an aggregate amount equal to \$[●] may be purchased in the 1145 DRO (the “1145 DRO Term Loans”), and holders will receive the corresponding amount of DRO Interests (as defined below). All New Interests issued pursuant to the 1145 DRO (other than the DRO Backstop Shares,<sup>6</sup> but including the DRO Backstop Commitment Premium Shares<sup>7</sup>), will be issued in reliance on the exemption

<sup>45</sup> **1145 DRO** means the portion of the DRO to be conducted in reliance upon the exemption from registration under the Securities Act provided in section 1145 of the Bankruptcy Code, in accordance with the Rights Offerings Procedures included in these Omnibus Procedures.

<sup>6</sup> **DRO Backstop Shares** means the New Interests issued to each DRO Backstop Commitment Party upon the purchase of Unsubscribed DRO Term Loans pursuant to the DRO Backstop Commitment, and subject to the DOT Procedures.

<sup>7</sup> **DRO Backstop Commitment Premium Shares** means the New Interests issued to each DRO Backstop Commitment Party in payment of the DRO Backstop Commitment Premium, and subject to the DOT Procedures.

from registration under the Securities Act provided by Section 1145. The DRO Backstop Shares will be issued solely to 4(a)(2) Eligible Holders (as defined below) in reliance on the exemption provided by Section 4(a)(2) of the Securities Act (“**Section 4(a)(2)**”) and/or Regulation D promulgated thereunder (“**Regulation D**”), or another available exemption, as applicable. The consummation of the 1145 DRO is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the Rights Offerings Procedures.

- **Item 4 - 4(a)(2) DRO<sup>58</sup> Election:** The Plan provides for the Debtors to conduct the 4(a)(2) DRO pursuant to which each ~~Eligible Holder as of the Rights Offering Record Date~~ of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date that is a “Qualified Institutional Buyer” (as defined in Rule 144A of the Securities Act) or an institutional “accredited investor” (within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act) and that is acquiring (4(a)(2) DRO Interests (or 4(a)(2) ERO Interests, as applicable) for its own account (each a “**4(a)(2) Eligible Holder**” and collectively, the “**4(a)(2) Eligible Holders**”) is being issued a DRO Subscription Right to fund its ~~Pro Rata~~ share of the DRO Term Loans. Each 4(a)(2) Eligible Holder that exercises its DRO Subscription Right in respect of the 4(a)(2) DRO will also receive its ~~Pro Rata~~ share of the New Interests issued pursuant to the 4(a)(2) DRO, which, together with the 1145 DRO Interests, have an aggregate number equal to 40.0% of the aggregate number of the New Interests outstanding as of the Plan Effective Date, subject to dilution by any (a) New Common Stock issued on account of the Management Incentive Plan, (b) New Common Stock issued upon the exercise of the New Warrants, and (c) ERO Interests (the “**4(a)(2) DRO Interests**” and, together with the 1145 DRO Interests, the “**DRO Interests**”). Because only a portion of the DRO Interests qualify for issuance in reliance on the exemption from registration under the Securities Act provided by Section 1145, the remaining portion of the DRO Interests will be issued in reliance on the exemption from registration provided by Section 4(a)(2) and/or Regulation D, or another available exemption, as applicable. Accordingly, DRO Term Loans in an aggregate amount equal to \$[●] may be purchased in the 4(a)(2) DRO (the “4(a)(2) DRO Term Loans”), and participants in the 4(a)(2) DRO will receive the corresponding amount of DRO Interests. The 4(a)(2) DRO Interests will be issued in reliance on the exemption by Section 4(a)(2) and/or Regulation D, or another available exemption, as applicable. **As described in the Rights Offerings Procedures included in these Omnibus Procedures, only 4(a)(2) Eligible Holders are entitled to participate in the 4(a)(2) DRO and no solicitation is being made by the Debtors to any holders other than 4(a)(2) Eligible Holders.** The consummation of the 4(a)(2) DRO is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the Rights Offerings Procedures.

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<sup>58</sup> **4(a)(2) DRO** means the portion of the DRO to be conducted in reliance upon the exemption from registration under the Securities Act provided in section 4(a)(2) of the Securities Act and/or Regulation D thereunder, in accordance with the Rights Offerings Procedures included in these Omnibus Procedures.

- Item 5 - 1145 ERO<sup>69</sup> Election: The Plan provides for the Debtors to conduct or cause to be conducted the 1145 ERO pursuant to which each ~~Eligible H~~holder ~~as of the Rights Offering Record Date~~ of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date is being issued a subscription right (each, a “**ERO Subscription Right**” and, together with the DRO Subscription Rights, the “**Subscription Rights**”) to fund its ~~P~~pro ~~R~~rata share of the ERO. Each ~~Eligible H~~holder that exercises its ERO Subscription Right in respect of the 1145 ERO will receive its ~~P~~pro ~~R~~rata share of the New Interests issued pursuant to the 1145 ERO, subject to dilution by (a) New Common Stock issued on account of the Management Incentive Plan and (b) New Common Stock issued upon the exercise of the New Warrants (the “**1145 ERO Interests**”). Because only a portion of the ERO Interests (as defined below) qualify for issuance in reliance on the exemption from registration under the Securities Act provided by Section 1145, ERO Interests in an aggregate amount equal to \$[●] may be purchased in the 1145 ERO. All New Interests issued pursuant to the 1145 ERO (other than the ERO Backstop Shares, but including the ERO Backstop Commitment Premium Shares), will be issued in reliance on the exemption from registration under the Securities Act provided by Section 1145. The ERO Backstop Shares will be issued solely to 4(a)(2) Eligible Holders in reliance on the exemption provided by Section 4(a)(2) and/or Regulation D promulgated thereunder, or another available exemption, as applicable. The consummation of the 1145 ERO is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the Rights Offerings Procedures.
- Item 6 - 4(a)(2) ERO<sup>710</sup> Election: The Plan provides for the Debtors to conduct or cause to be conducted the 4(a)(2) ERO pursuant to which each ~~Eligible H~~holder ~~as of the Rights Offering Record Date~~ of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date that is a 4(a)(2) Eligible Holder is being issued an ERO Subscription Right to fund its ~~P~~pro ~~R~~rata share of the ERO. Each 4(a)(2) Eligible Holder that exercises its ERO Subscription Right in respect of the 4(a)(2) ERO will receive its ~~P~~pro ~~R~~rata share of the New Interests issued pursuant to the 4(a)(2) ERO (the “**4(a)(2) ERO Interests**” and, together with the 1145 ERO Interests, the “**ERO Interests**” and, the ERO Interests together with the DRO Interests, the “**Rights Offerings Interests**”). Because only a portion of the ERO Interests qualify for issuance in reliance on the exemption from registration under the Securities Act provided by Section 1145, the remaining portion of the ERO Interests will be issued in reliance on the exemption from registration provided by Section 4(a)(2) and/or Regulation D, or another available exemption, as applicable. Accordingly, ERO Interests in an aggregate amount equal to \$[●] may be purchased in the 4(a)(2) ERO. The 4(a)(2) ERO Interests will be issued in reliance on the exemption by Section 4(a)(2) and/or Regulation D, or another available

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<sup>69</sup> **1145 ERO** means the portion of the ERO to be conducted in reliance upon the exemption from registration under the Securities Act provided in section 1145 of the Bankruptcy Code, in accordance with the Rights Offerings Procedures included in these Omnibus Procedures.

<sup>710</sup> **4(a)(2) ERO** means the portion of the ERO to be conducted in reliance upon the exemption from registration under the Securities Act provided in section 4(a)(2) of the Securities Act and/or Regulation D thereunder, in accordance with the Rights Offerings Procedures included in these Omnibus Procedures.



exemption, as applicable. As described in the Rights Offerings Procedures included in these Omnibus Procedures, only 4(a)(2) Eligible Holders are entitled to participate in the 4(a)(2) ERO and no solicitation is being made by the Debtors to any holders other than 4(a)(2) Eligible Holders. The consummation of the 4(a)(2) ERO is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the Rights Offerings Procedures.

- Item 7 – Election Document Instructions: Instructions for completing the Election Documents (as defined below) are included in Item 7 of these Omnibus Procedures.

Each of the 1145 DRO, 4(a)(2) DRO, 1145 ERO and 4(a)(2) ERO (each, a “**Rights Offering**” and, collectively, the “**Rights Offerings**”) are separate rights offerings and are being made only to those holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date that are eligible to participate in such rights offerings as described in the applicable Rights Offerings Procedures ~~contained~~included in these Omnibus Procedures. Certain procedures that are applicable to each Rights Offering have been combined in the Rights Offerings Procedures solely for convenience of the ~~Eligible~~holders. Holders ~~Eligible Holders of Allowed Prepetition Secured Loan Claims~~ must also comply with any additional requirements applicable to a specific rights offering as described in Items 3, 4, 5 and 6 of these Omnibus Procedures.

~~On the Business Day following the Liquidity Test Date, the Debtors shall make available the final aggregate amount of DRO Term Loans (and related DRO Interests) that will be funded in the 1145 DRO and 4(a)(2) DRO pursuant to the Rights Offerings Procedures, and will indicate in what amounts (if any) the 1145 ERO and the 4(a)(2) ERO will continue to be offered pursuant to the Rights Offering Procedures. While you are not required to wait until such time to make your election(s), to the extent you determine this information may be helpful for your investment decision, you may wish to wait for such information to be provided before submitting such election(s).~~

All ~~Eligible H~~olders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date are being asked to complete the information required by Item 1 (Equity Cash-Out ~~Election~~Option) and Item 2 (Citizenship Declaration) even if such holders do not elect to participate in any of the Rights Offerings. As explained in Item 2 below, any ~~Eligible H~~older of an Allowed Prepetition Secured Loan Claim that does not validly and timely furnish the citizenship declaration (a “Citizenship Declaration”) in the form provided as Exhibit B to the Election Form (together with any other required documentation) will be considered a Non-U.S. Citizen for purposes of the DOT Procedures ~~and will be deemed to have not elected the Equity Cash-Out Option.~~



**Item 1 – Equity Cash-Out Election Procedures:**

In accordance with the Plan, in lieu of receiving New Interests under the Plan, each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date is entitled to irrevocably elect to receive all or a portion of (i) its distribution of New Interests on account of the Prepetition Secured Loan Claims Equity Distribution and/or (ii) its DRO Interests, as applicable, in Cash, consistent with the terms and conditions of the Plan and these Equity ~~Cash-Out~~Cash-Out Election Procedures. The total amount of Cash available for the Equity Cash-Out Option is capped at the Adjusted Private Placement Amount for all Entities entitled to participate in the Equity Cash-Out Option (including ~~Eligible H~~holders of Allowed Prepetition Unsecured Note Claims and DRO Backstop Commitment Parties) ~~entitled to~~ Holders of Allowed Prepetition Secured Loan Claims that participate in the Equity ~~Cash-Out Option~~Cash-Out Option will receive cash on account of their Cashed-Out Equity Interests<sup>11</sup> in an amount equal to 90% of the value of such Cashed-Out Equity Interests. The consummation of the Equity Cash-Out Option is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and

**To receive your share of the Equity Cash-Out Amount, you must validly and timely submit an election to receive Cash in lieu of receiving New Interests under the Plan and/or in respect of DRO Interests by ~~10~~December 6, 2023 at 5:00 p.m. prevailing Eastern New York City Time, in ~~accordance in~~ accordance with these Equity Cash-Out Election Procedures, as outlined further below. Even if you do not intend to elect the Equity Cash-Out Option, you must make an Election and submit the Election Form and Election Spreadsheet in accordance with the instructions below.**

these Equity Cash-Out Election Procedures.

Each ~~Entity~~holder entitled to participate in the Equity Cash-Out Option pursuant to the Plan that validly and timely submits such an election shall receive its ~~P~~pro ~~R~~rata share of the Equity Cash-Out Amount<sup>12</sup> based on the proportion of New Interests under the Plan that such holder elects not to receive relative to the aggregate number of all holders' elections thereof. If after giving effect to each of the validly and timely received elections, the aggregate value of the Cashed-Out Equity Interests is such that the Cash payable on account thereof would exceed the Adjusted Private Placement Amount, each electing holder's election shall be deemed to be reduced ratably across all electing holders entitled to participate in the Equity Cash-Out Option, and such holders shall receive New Interests in lieu of Cash, in an amount corresponding to such reduction. In accordance with the Plan, any holder that elects to subscribe for the ERO may not elect the Equity Cash-Out Option.

<sup>11</sup> Cashed-Out Equity Interests means the New Interests that a Prepetition Secured Party or Prepetition Unsecured Noteholder, as applicable, elects to exchange for Cash pursuant to the terms of the Equity Cash Out Option.

<sup>12</sup> Equity Cash-Out Amount means an amount of Cash per Cashed-Out Equity Interest, in an aggregate amount up to the Adjusted Private Placement Amount.

### **Required Election Options**

In order for a holder of an Allowed Prepetition Secured Loan Claim to receive its pro rata share of the Prepetition Secured Loan Claims Equity Distribution in New Common Stock and/or Cash in lieu thereof, such holder must make one of the following election options (each, an “Election”) in accordance with these Omnibus Procedures:

**Option 1.** U.S. Citizen Cash-Out Election to the extent Cash is available.

**Option 2.** U.S. Citizen New Common Stock Election.

**Option 3.** Non-U.S. Citizen Cash-Out Election to the extent Cash is available.

**Option 4.** Non-U.S. Citizen New Interests Election, including New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and DOT Warrants.

U.S. Citizens: Holders ~~who~~of Allowed Prepetition Secured Loan Claims that are U.S. Citizens ~~may~~must elect Option 1 or Option 2 by submitting the Election Form, Election Spreadsheet, and Citizenship Declaration included as **Exhibit B** to the Election Form. Subject to review of the Citizenship Declaration by the Debtors, holders of Allowed Prepetition Secured Loan Claims ~~who~~that are U.S. Citizens and validly and timely submit the ~~attached~~ Citizenship Declaration will receive their Cash and/or New Common Stock in accordance with the Plan.

Non-U.S. Citizens: Holders ~~who~~of Allowed Prepetition Secured Loan Claims that are Non-~~U~~-U.S. Citizens ~~may~~must elect Option 3 or Option 4 by submitting the Election Form, Election Spreadsheet, and Citizenship Declaration included as Exhibit B to the Election Form. Subject to review of the Citizenship Declaration by the Debtors, holders of Allowed Prepetition Secured Loan Claims ~~who~~that are Non-U.S. Citizens and validly and timely submit the ~~attached~~ Citizenship Declaration will receive their Cash and/or New Interests ~~as soon as practicable following the Effective Date of~~in accordance with the Plan.

As explained in Item 2 (Citizenship Declaration Procedures) below, any ~~Eligible~~ ~~H~~holder of an Allowed Prepetition Secured Loan Claim that does not validly and timely furnish the Citizenship Declaration will be considered a Non-U.S. Citizen for purposes of the DOT Procedures ~~and~~. Any holder that does not validly and timely submit the Election Form and Election Spreadsheet will be deemed to have *not* elected the Equity ~~Cash-Out~~Cash-Out Option.

### **Election Procedures and Deadlines**

All holders of Allowed Prepetition Secured Loan Claims ~~who wish to~~must make an Election ~~must do so~~ before the election expiration deadline, which is **December 6, 2023 at 5:00 p.m. ~~prevailing Eastern~~New York City Time** (the “Election Deadline”).

The Citizenship Declaration ~~and Registration Form are part of the~~ Election Form, and Election Spreadsheet ~~and~~ must be submitted by the Election Deadline in accordance with the directions in the Election Form.

The Equity Cash-Out Option is only available to holders ~~of Allowed Prepetition Secured Loan Claims who~~ that submit their Election Documents (as defined herein) by the ~~relevant Election d~~ Deadlines and in accordance with the procedures detailed herein.

**Item 2 – Citizenship Declaration Procedures:****DOT Procedures / Foreign Ownership**

Federal laws and regulations, including rules and regulations promulgated by the U.S. Department of Transportation (“DOT”) and the Federal Aviation Administration (“FAA”) and their practices enforcing, administering, and interpreting such laws, statutes, rules, and regulations relating to the ownership and operation of air carriers, place limitations on the ownership by persons ~~who~~that are not U.S. citizens of companies, such as the Debtors, that are air carriers. In accordance with these laws and regulations, the Plan provides that persons ~~who~~that do not qualify as a “citizen of the United States,” as the term is defined in Section 40102(a)(15) of Title 49 of the United States Code and any successor statutes thereto, together with the rules and regulations promulgated thereunder by the DOT and FAA and their practices enforcing, administering, and interpreting such laws, statutes, rules, and regulations, in each case as amended or supplemented from time to time, relating to the ownership of an air carrier and the operation of aircraft registered in the United States (a “Non-U.S. Citizen”), shall receive DOT ~~w~~Warrants in lieu of New Common Stock ~~as allocated~~ consistent in accordance with the terms of the Purchase Commitment and Backstop Agreement and the Plan. The Debtors and the Reorganized Parent could lose their eligibility to own a U.S. air carrier and operate aircraft registered in the United States; ~~if~~ Non-U.S. Citizens were to own or control, directly or indirectly, in the aggregate, in excess of (i) 24.9% (or such other maximum percentage as applicable legislation hereafter provides) of all outstanding New Common Stock, and (ii) to the extent not prohibited by the DOT Rules Compliance, 49.0% of all outstanding New Common Stock; *provided*, that regardless of any conversion of DOT Warrants, in no event shall Non-U.S. Citizens ~~who~~that are not citizens of a country that is party to a “Open Skies” agreement with the United States (which countries are listed at <https://www.transportation.gov/policy/aviation-policy/open-skies-agreements-being-applied>) be entitled to own in the aggregate more than 24.9% of the New Common Stock (clauses (i) and (ii), as applicable, the “Cap Amount”).

In all cases, ~~an Eligible Holder~~ a holder of an Allowed Prepetition Secured Loan Claim (or its affiliate designees~~(s)~~) on behalf of such ~~Eligible H~~holder that (i) does not elect the Equity Cash-Out Option, (ii) provides a Citizenship Declaration and any other documentation as the Debtors ~~or Reorganized Parent~~ deems advisable to fulfill the purpose or implement the provisions of ~~its~~ the Reorganized Parent’s Certificate of Incorporation in order to maintain DOT Rules Compliance (the “**Requisite Documentation**”), and (iii) is determined by the Debtors in its/their reasonable discretion to be a U.S. Citizen shall receive ~~the Rights Offerings Interests~~ New Common Stock as set forth in the ~~Disclosure Statement and Plan. In no event shall the total number of shares of New Common Stock held by all Persons who are Non-U.S. Citizens exceed the Cap Amount.~~ Plan.

If ~~an Eligible Holder~~ a holder of an Allowed Prepetition Secured Loan Claim (and/or its affiliate designee(s)) does not validly and timely furnish the Citizenship Declaration (together with any other ~~required~~ Requisite d Documentation) to the Debtors ~~or Reorganized Parent~~ in accordance with these ~~Citizenship Declaration~~ Omnibus Procedures, or if the Citizenship Declaration has been rejected by the Debtors ~~or Reorganized Parent~~, in their reasonable discretion and within a reasonable period of time after submission, such ~~Eligible H~~holder will be considered a Non-U.S. Citizen for purposes of the DOT Procedures; *provided, however*, that a

failure to deliver a Citizenship- Declaration shall not in and of itself prevent such party from receiving New Common Stock (to the- extent that there is capacity for purposes of DOT Rules Compliance for Non-U.S. Citizens to receive- New Common Stock in accordance with the provisions of the Purchase Commitment and Backstop Agreement) or DOT Warrants such party is otherwise entitled to under the Plan, ~~of which there can be no guarantee.~~ In no event shall the total number of shares of New Common Stock held by all Persons ~~that~~ are Non-U.S. Citizens exceed the Cap Amount.

Any ~~Eligible-H~~holders ~~who~~that wishes to designate ~~an~~one or more affiliates to receive ~~their~~its New Interests must provide the required information where indicated in the Election Spreadsheet (as defined below) with such ~~affiliate~~-designee's information and provide the ~~Citizenship-Declaration-and~~ Election Form, Election Spreadsheet, and Citizenship Declaration in accordance with these Omnibus Procedures on behalf of such ~~affiliate~~-designee.

**Deadline**

The Citizenship Declaration must be submitted by December 6, 2023 at 5:00 p.m. New York City Time in accordance with the instructions set forth in the Election Form.

**Items 3, 4, 5 and 6 – Rights Offerings Procedures:*****General Procedures Applicable to all Rights Offerings***

You should read these rights offerings procedures (the “**Rights Offerings Procedures**”) in their entirety; key provisions applicable to each of the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and the 4(a)(2) ERO are highlighted below.

***Key Provisions applicable to all Rights Offerings:***

- To exercise your Subscription Rights in connection with the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and/or the 4(a)(2) ERO, you must (i) deliver the Election Form ~~(the “**Election Form**”)~~ and accompanying spreadsheet (the “**Election Spreadsheet**” and, together with the Election Form, the “**Election Documents**”) and applicable supporting documentation (including the Requisite Documentation) and, (ii) subject to the following paragraph, **PAY** your Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price, and/or Aggregate 4(a)(2) ERO Purchase Price (each as defined herein), as applicable, in connection with such exercise in accordance with the procedures described below. There will be no over-subscription privilege in connection with any of the Rights Offerings.
- Pursuant to and in accordance with the Purchase Commitment and Backstop Agreement, the DRO Backstop Commitment Parties and ERO Backstop Commitment Parties (together, the “**Backstop Commitment Parties**”) (each in their capacities as ~~Eligible~~ Holders of Allowed Prepetition Secured Loan Claims) must exercise all of their Subscription Rights for the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and the 4(a)(2) ERO in full ~~at on~~ or ~~prior to~~ before the Election Deadline and will pay their respective Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price, and/or Aggregate 4(a)(2) ERO Purchase Price, as applicable, in accordance with the Purchase Commitment and Backstop Agreement.
- ~~Eligible~~ Holders of Allowed Prepetition Secured Loan Claims are not required to exercise any of their Subscription Rights (unless they are party to, and in accordance with, the Purchase Commitment and Backstop Agreement), but they may if they wish to do so and follow the required procedures.
- Additional information regarding the Rights Offerings is provided in this document and in the Election Documents, which will be delivered to you by Epiq Corporate Restructuring, LLC (the “**Election Agent**”) via email. ~~Eligible~~ Holders of Allowed Prepetition Secured Loan Claims should carefully review these Rights Offerings Procedures and Election Documents in their entirety.

**The Subscription Rights distributed and issued pursuant to the Plan and these Rights Offerings Procedures, and the New Interests distributed and issued in connection with the exercise of such rights (including the DRO Backstop Shares and ERO Backstop**

Shares), are being issued and distributed ~~by Reorganized Parent~~ pursuant to the Rights Offerings without registration under the Securities Act.

Neither the distribution of the Subscription Rights nor the offer and sale of any of the New Interests issued and distributed following the Rights Offerings pursuant to the Plan and these Rights Offerings Procedures, have been nor will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

The Subscription Rights corresponding to the Allowed Prepetition Secured Loan Claims will trade together with, and be evidenced by, the underlying Allowed Prepetition Secured Loan Claims until the Election Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Prepetition Secured Loans. ~~Eligible~~ Holders of Allowed Prepetition Secured Loan Claims are permitted to designate one or more affiliates to receive the DRO Term Loans and Rights Offerings Interests, as applicable, without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate~~(s)~~ (including any controlled investment affiliates), subject to compliance with applicable securities laws.

Any ~~Eligible H~~holders ~~who~~that ~~wishes~~ to designate ~~an~~one or more affiliates to receive its New Interests must provide the required information where indicated in the Election Spreadsheet with such ~~affiliate~~-designee's information and provide the Citizenship Declaration and Election Form in accordance with these Omnibus Procedures on behalf of such ~~affiliate~~-designee.

The exercise of the Subscription Rights, once made, cannot be revoked after the Election Deadline, unless the Rights Offerings are terminated. ~~In addition, on the Business Day following the Liquidity Test Date, the Debtors shall make available the final aggregate amount of DRO Term Loans (and related DRO Interests) that will be funded in the 1145 DRO and 4(a)(2) DRO pursuant to the Rights Offerings Procedures, and will indicate in what amounts (if any) the 1145 ERO and the 4(a)(2) ERO will continue to be offered pursuant to the Rights Offering Procedures. While you are not required to wait until such time to make your election(s), to the extent you determine this information may be helpful for your investment decision, you may wish to wait for such information to be provided before submitting such election(s).~~

On October 24, 2023, the Debtors filed the Plan and, on October 28, 2023, the Debtors filed the Revised Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Air Methods Corporation and Its Affiliated Debtors (Docket No. 154) (as may be amended from time to time in accordance with its terms, the "Disclosure Statement"). The Court approved the Disclosure Statement for solicitation on a conditional basis on October 27, 2023. The Disclosure Statement was distributed in connection with the Debtors' solicitation of votes to accept or reject the Plan and included important information, including risk factors, that should be carefully read and considered by each ~~Eligible H~~holder prior to making a decision to participate in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and/or the 4(a)(2) ERO. Electronic copies of the Disclosure Statement are available on the Debtors' restructuring website at ~~www.AirMethodsRestructuring.com~~<https://dm.epiq11.com/case/airmethods>.



The 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and the 4(a)(2) ERO are being conducted by the Debtors in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the Plan, or an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the Plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.

The distribution or communication of these Rights Offerings Procedures and the issuance of the Rights Offerings Interests in certain jurisdictions may be restricted by applicable law. No action has been taken or will be taken to permit the distribution or communication of these Rights Offerings Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these Rights Offerings Procedures may not be distributed or communicated, and the Rights Offerings Interests may not be subscribed for, or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription, or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval, or authorization therefor, except for any notice filings required under U.S. federal and applicable state securities laws. Further, the Rights Offerings Interests offered hereby have not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense.

Each certificate evidencing such Rights Offerings Interests, and each certificate issued in exchange for or upon the transfer, sale, or assignment of any such securities, shall be stamped or otherwise imprinted with a legend (the "Transfer Restrictions Legend") in substantially the following form:

**"THE SECURITIES EVIDENCED HEREBY ARE SUBJECT TO VARIOUS CONDITIONS INCLUDING CERTAIN RESTRICTIONS ON ANY OFFER, SALE, DISPOSITION, TRANSFER AND VOTING AS SET FORTH IN THE STOCKHOLDERS AGREEMENT, DATED AS OF [\_\_\_\_\_] [ ], 20[ ] (THE "STOCKHOLDERS AGREEMENT"), BY AND AMONG [REORGANIZED PARENT] (THE "CORPORATION"), AND THE [STOCKHOLDERS] PARTY THERETO FROM TIME TO TIME, AND THE CERTIFICATE OF INCORPORATION AND BYLAWS OF THE CORPORATION, EACH AS MAY BE AMENDED AND MODIFIED FROM TIME TO TIME. NO REGISTRATION OR TRANSFER OF SUCH SECURITIES WILL BE MADE ON THE BOOKS AND RECORDS OF THE CORPORATION OR ITS TRANSFER AGENT UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH. THE CORPORATION WILL FURNISH WITHOUT CHARGE TO EACH HOLDER OF RECORD OF SUCH SECURITIES A COPY OF THE STOCKHOLDERS AGREEMENT, CERTIFICATE OF INCORPORATION AND BYLAWS, CONTAINING THE ABOVE REFERENCED RESTRICTIONS ON**

**TRANSFERS AND VOTING OF SECURITIES, UPON WRITTEN REQUEST TO THE CORPORATION AT ITS PRINCIPAL PLACE OF BUSINESS.”**

In addition, each certificate evidencing the 4(a)(2) DRO Interests and the 4(a)(2) ERO Interests, and each certificate issued in exchange for or upon the transfer, sale, or assignment of any such securities, shall be stamped or otherwise imprinted with a legend (the “Securities Law Legend” and, together with the Transfer Restrictions Legend, the “Legends”) in substantially the following form:

**THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.**

To the extent any Rights Offerings Interests are uncertificated, such securities shall be subject to restrictive notations substantially similar to the Legends, as applicable, in the books and records of the transfer agent or other appropriate records maintained by ~~Reorganized Parent or its~~the transfer agent and the term “Legends” shall include such restrictive notation.

~~Eligible~~ Holders of Allowed Prepetition Secured Loan Claims should note the following times relating to the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and the 4(a)(2) ERO:

Date	Calendar Date	Event
<u>“Rights Offerings Record Date”</u>	November 17, 2023	The date fixed by the Company for the determination of the holders eligible to participate in the Rights Offerings. <b>Only 4(a)(2) Eligible Holders will be entitled to participate in the 4(a)(2) DRO and/or the 4(a)(2) ERO.</b>
<del>“Election Commencement</del> <u>Liquidity Test Date”</u>	November <del>22</del> <u>17</u> , 2023	<del>Commencement of t</del> <u>The Rights Offerings and the first date on which Eligible Holders receive copies of these Rights Offering Procedures and the Election Documents and may exercise Subscription Rights</u> <u>the Company shall calculate the aggregate amount of each of the DRO, ERO and Adjusted Private Placement Amount.</u>
<del>“Liquidity Test</del> <u>Election Commencement</u>	November <del>28</del> <u>22</u> , 2023 <del>(on or about six (6) Business Days prior to the</del>	<del>The date on which the Company shall calculate the amount, if any, by which the 1145 DRO and the 4(a)(2) DRO may be increased and the 1145 ERO and/or the 4(a)(2) ERO may be reduced. On the</del>

Date	Calendar Date	Event
<u>Date</u>	<del>Election Deadline</del>	<del>Business Day following the Liquidity Test Date, the Debtors shall make available the final aggregate amount of DRO Term Loans (and related DRO Interests) that will be funded in the 1145 DRO and 4(a)(2) DRO pursuant to</del> <u>Commencement of</u> the Rights Offerings <del>Procedures, and will indicate in what amounts (if any) the 1145 ERO and the 4(a)(2) ERO will continue to be offered pursuant to</del> <u>and the first date on which holders of Allowed Prepetition Secured Loan Claims receive copies of these</u> Rights Offerings <u>Procedures and the Election Documents and may exercise Subscription Rights.</u>
<u>“Election Deadline”</u>	5:00 p.m. New York City Time on December 6, 2023	<p>The deadline for <del>Eligible H</del>olders <u>of Allowed Prepetition Secured Loan Claims</u> to exercise Subscription Rights.</p> <p><i>For All <del>Eligible</del>-Holders Participating in the Rights Offerings</i></p> <p><del>Eligible</del>—Holders <u>of Allowed Prepetition Secured Loan Claims</u> (or their affiliate designees, if any) must deliver their Election Form, <u>Election Spreadsheet, and Citizenship Declaration</u> with (i) an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and (ii) applicable supporting documentation (including the Requisite Documentation and, in the case of the 4(a)(2) DRO and the 4(a)(2) ERO, the Accredited Investor Questionnaire) in password protected attachments to the Election Agent via email at Registration@epiqglobal.com (please reference “Air Methods” in the subject line).</p> <p><i>For All Non-Backstop Commitment Parties</i></p> <p>Each <del>Eligible H</del>older <del>who</del><u>of an Allowed Prepetition Secured Loan Claim that</u> is not a Backstop Commitment Party and <del>who</del><u>that</u> elects to participate in the Rights Offerings must deliver (or arrange for</p>

Date	Calendar Date	Event
		<p>its affiliate designee, if any) a wire transfer of its applicable Aggregate Purchase Price<sup>13</sup> no later than the Election Deadline. <b>After Subscription Rights are exercised with respect to any Allowed Prepetition Secured Loan Claims, any purported trading, assignment, or transfer of such Allowed Prepetition Secured Loan Claims shall be deemed null and void.</b></p> <p><i>For Backstop Commitment Parties Only</i></p> <p><del>Eligible</del> Holders <del>who</del> <u>of Allowed Prepetition Secured Loan Claims that</u> are Backstop Commitment Parties shall not be required to pay their respective applicable Aggregate Purchase Price until the Subscription Escrow Funding Date in accordance with the terms of the Purchase Commitment and Backstop Agreement.<sup>814</sup></p>

~~On October 24, 2023, the Debtors filed the Plan and on October 28, 2023, the Debtors filed the Revised Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Air Methods Corporation and Its Affiliated Debtors (Docket No. 154) (as may be amended from time to time in accordance with its terms, the “Disclosure Statement”). The Court approved the Disclosure Statement for solicitation on a conditional basis on October 27, 2023.~~

The Backstop Commitment Parties have already been designated and are known to the Debtors (subject to transfers permitted pursuant to Section 2.87 of the Purchase Commitment and Backstop Agreement).

Special Note for Backstop Commitment Parties. Backstop Commitment Parties are not required to make payment of their applicable Aggregate Purchase Price upon exercise of their Subscription Rights at on or ~~prior to before~~ the Election Deadline, and instead must provide their payment at on or ~~prior to before~~ the Subscription Escrow Funding Date in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement. Any Backstop Commitment

<sup>13</sup> Aggregate Purchase Price means, collectively, each holder’s Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price, and/or Aggregate 4(a)(2) ERO Purchase Price, as applicable.

<sup>814</sup> For the avoidance of doubt, Specified Funding Parties under the Purchase Commitment and Backstop Agreement shall provide their payment in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement.

Party that is a Specified Funding Party shall deliver and provide their payment in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement.

The rights and obligations of the Backstop Commitment Parties in the Rights Offerings shall be governed by the Purchase Commitment and Backstop Agreement. To the extent the rights and obligations set forth therein differ from the rights and obligations summarized in these Rights Offerings Procedures or any Election Documents, the Purchase Commitment and Backstop Agreement shall control.

No interest is payable on any advance funding of the applicable Aggregate Purchase Price. If any Rights Offering is terminated for any reason, the applicable Aggregate Purchase Price previously received on account of such Rights Offering by the Election Agent will be returned to ~~Eligible H~~holders as provided herein. No interest will be paid on any returned Aggregate Purchase Price.

To participate in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and/or the 4(a)(2) ERO, ~~an Eligible Holder~~a holder of an Allowed Prepetition Secured Loan Claim must complete all of the steps outlined in these Rights Offerings Procedures ~~at~~on or ~~prior~~before to the Election Deadline. If ~~an Eligible H~~Holder does not complete all of the steps outlined herein ~~at~~on or ~~prior to~~before the Election Deadline, such ~~Eligible H~~Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offerings; *provided* that the Backstop Commitment Parties (in their capacities as ~~Eligible H~~holders of Allowed Prepetition Secured Loan Claims) shall not be required to pay their respective applicable Aggregate Purchase Price until the Subscription Escrow Funding Date in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement; *provided further* that any DRO Backstop Commitment Party that is a Specified Funding Party shall deliver and pay their respective Aggregate Purchase Price in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement. None of the Debtors, the Election Agent, or the Backstop Commitment Parties will have any liability for any such failure.

~~On the Business Day following the Liquidity Test Date, the Debtors shall make available the final aggregate amount of DRO Term Loans (and related DRO Interests) that will be funded in the 1145 DRO and 4(a)(2) DRO pursuant to the Rights Offerings Procedures, and will indicate in what amounts (if any) the 1145 ERO and the 4(a)(2) ERO will continue to be offered pursuant to the Rights Offering Procedures. While you are not required to wait until such time to make your election(s), to the extent you determine this information may be helpful for your investment decision, you may wish to wait for such information to be provided before submitting such election(s).~~

SUBJECT TO THE TERMS AND CONDITIONS OF THESE RIGHTS OFFERINGS PROCEDURES (AND THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT IN THE CASE OF ANY BACKSTOP COMMITMENT PARTY), ALL SUBSCRIPTIONS SET FORTH IN THE ELECTION FORM ARE IRREVOCABLE, UNLESS THE RIGHTS OFFERINGS ARE TERMINATED.

1. Subscription Period

The Rights Offerings will commence on the Election Commencement Date and will expire at the Election Deadline. Each ~~Eligible H~~holder of an Allowed Prepetition Secured Loan Claim (other than Backstop Commitment Parties) intending to exercise its Subscription Rights in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and/or the 4(a)(2) ERO must affirmatively elect to exercise its Subscription Rights in the manner set forth in the Election Documents ~~at~~on or ~~prior to~~before the Election Deadline and must pay for any exercised Subscription Rights ~~at~~on or ~~prior to~~before the applicable deadline. Backstop Commitment Parties are not required to pay their applicable Aggregate Purchase Price on or before the Election Deadline.

Subject to the terms and conditions set forth herein, and except with respect to the Backstop Commitment Parties (as otherwise described herein), any exercise (including payment) of the Subscription Rights after the Election Deadline will not be allowed and any purported exercise (including payment) received by the Election Agent after the Election Deadline will not be honored, regardless of when the documents relating to such exercise were sent.

The Election Deadline may be extended by the Debtors with the consent of the Requisite DRO Backstop Parties and/or Requisite ERO Backstop Parties (each as defined in the Purchase Commitment and Backstop Agreement), or as required by law.

As more fully described below, in order for ~~an Eligible Holder~~a holder of an Allowed Prepetition Secured Loan Claim to exercise its Subscription Rights, ~~at~~on or ~~prior to~~before the Election Deadline (unless otherwise noted), if it is not a Backstop Commitment Party, each of the Election Documents and such ~~Eligible H~~holder's applicable Aggregate Purchase Price must be received (by wire transfer of immediately available funds) by the Election Agent. Backstop Commitment Parties are not required to pay their applicable Aggregate Purchase Price ~~at~~on or ~~prior to~~before the Election Deadline.

## 2. Delivery of Election Documents

Each ~~Eligible H~~holder of an Allowed Prepetition Secured Loan Claim may exercise all or any portion of such ~~Eligible H~~holder's Subscription Rights, subject to the terms and conditions contained herein. In order to facilitate the exercise of the Subscription Rights, beginning on the Election Commencement Date, the Election Form, the Election Spreadsheet, the Requisite Documentation (if any) and these Rights Offerings Procedures will be sent to each Entity that is ~~an Eligible Holder~~a holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date, including appropriate instructions for the proper completion, due execution, and timely delivery of the Election Documents and the payment of such ~~Eligible H~~holder's applicable Aggregate Purchase Price.

Notwithstanding anything to the contrary in these Rights Offerings Procedures, pursuant to the Purchase Commitment and Backstop Agreement, ~~Eligible H~~holders of Allowed Prepetition Secured Loan Claims that are Backstop Commitment Parties must exercise their Subscription Rights.



### 3. Exercise of Subscription Rights

~~An Eligible~~ A Holder of an Allowed Prepetition Secured Loan Claim (or its affiliate designee, if any) electing to participate in the Rights Offerings must:

- (a) ~~duly complete the Election Spreadsheet and~~ duly complete, date and execute the Election Spreadsheet, the Election Form (including accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable and, in the case of the 4(a)(2) DRO and/or the 4(a)(2) ERO, the Accredited Investor Questionnaire), and the Requisite Documentation (if any) in accordance with these Rights Offerings Procedures, and (b) deliver the Election Documents to the Election Agent such that the Election Documents are actually received by the Election Agent ~~at~~ on or ~~prior to~~ before the Election Deadline via email with password-protected attachments to the Election Agent at Registration@epiqglobal.com (please reference “Air Methods” in the subject line);
- ~~Eligible~~—Holders ~~who~~ of Allowed Prepetition Secured Loan Claims that wish to designate ~~an~~ one or more affiliates to receive their DRO Term Loans and/or Rights Offerings Interests, as applicable, must provide the required information where indicated in Election Spreadsheet with such ~~affiliate~~-designee’s information and provide the Requisite Documentation (if any) on behalf of such ~~affiliate~~-designee(s);
- if the ~~Eligible~~ Hholder of an Allowed Prepetition Secured Loan Claim is not a Backstop Commitment Party, coordinate payment of its applicable Aggregate Purchase Price prior to the Election Deadline by wire transfer ONLY of immediately available funds to the Election Agent as indicated in the Election Documents;
- if the ~~Eligible~~ Hholder of an Allowed Prepetition Secured Loan Claim is a Backstop Commitment Party (other than as set forth below with respect to a Specified Funding Party, as defined in the Purchase Commitment and Backstop Agreement), make payment of its applicable Aggregate Purchase Price to the DRO Subscription Escrow Account and/or the ERO Subscription Escrow Account (together, the “**Subscription Escrow Accounts**”), as applicable, ~~at~~ on or ~~prior to~~ before the Subscription Escrow Funding Date in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement; and
- if the ~~Eligible~~ Hholder of an Allowed Prepetition Secured Loan Claim is a Backstop Commitment Party that is a Specified Funding Party, make payment of its applicable Aggregate Purchase Price to the Company Specified Funding Account in accordance with the Purchase Commitment and Backstop Agreement.



The Debtors reserve the right to request reasonable additional documentation and diligence from ~~Eligible-H~~holders electing to participate in the Rights Offerings in their reasonable discretion to ensure that such ~~Eligible-H~~holders satisfy the foregoing requirements. Any dispute about whether ~~an Eligible Holder~~ a holder of an Allowed Prepetition Secured Loan Claim satisfies such requirements shall be finally resolved by the Bankruptcy Court unless otherwise consensually resolved by such ~~Eligible-H~~holder and the Debtors prior to such hearing.

~~ALL BACKSTOP COMMITMENT PARTIES MUST MAKE ALL PAYMENTS TO THE APPLICABLE SUBSCRIPTION ESCROW ACCOUNT IN ACCORDANCE WITH THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT (OR AS OTHERWISE PERMITTED UNDER SECTION 2.5 OF THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT).~~

~~*Delivery of the Election Documents.* Eligible Holders must deliver their Election Documents to the Election Agent prior to the Election Deadline via email to [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (please reference "Air Methods" in the subject line and attach the Election Documents to that email).~~

EMAIL WITH PASSWORD-PROTECTED ATTACHMENTS IS THE ONLY VALID METHOD OF SUBMISSION AND NO OTHER METHODS WILL BE ACCEPTED. Delivery of the Election Documents in any way other than as set out above will not constitute a valid exercise of Subscription Rights. Delivery of the Election Documents to any person other than the Election Agent does not constitute delivery to the Election Agent.

~~*Payment of the Aggregate Purchase Price.* Other than in the case of Backstop Commitment Parties, payment of the applicable Aggregate Purchase Price must be made by wire transfer of immediately available funds to the account of the Election Agent, and the funds must be received in the account of the Election Agent at or prior to the Election Deadline.~~

In the event that the funds received by the Election Agent from any ~~Eligible-H~~holder of an Allowed Prepetition Secured Loan Claim (other than a Backstop Commitment Party) do not correspond to the applicable Aggregate Purchase Price payable from such ~~Eligible-H~~holder, the submission will be deemed invalid until such irregularities are resolved pursuant to the procedures described in Section 7 hereof.

The cash deposited with the Election Agent in accordance with these Rights Offerings Procedures will be deposited and held by the Election Agent in a segregated account for the applicable Rights Offering. The Election Agent may not use such cash for any other purpose and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Election Agent hereunder shall not be deemed part of the Debtors' chapter 11 estates.

**ALL BACKSTOP COMMITMENT PARTIES MUST MAKE ALL PAYMENTS TO THE APPLICABLE SUBSCRIPTION ESCROW ACCOUNT IN ACCORDANCE WITH THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT (OR AS**

**OTHERWISE PERMITTED UNDER SECTION 2.5 OF THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT).**

4. Revocation; Transfers of Subscription Rights

The Subscription Rights corresponding to the Allowed Prepetition Secured Loan Claims will trade together with, and be evidenced by, the underlying Allowed Prepetition Secured Loan Claims, until the Election Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Prepetition Secured Loans. ~~Eligible~~ Holders of Allowed Prepetition Secured Loan Claims are permitted to designate one or more affiliates to receive the DRO Term Loans and/or Rights Offerings Interests, as applicable, without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate~~(s)~~ (including any controlled investment affiliates), subject to compliance with applicable securities laws. Once ~~an Eligible Holder~~ a holder of an Allowed Prepetition Secured Loan Claim has properly exercised its Subscription Rights, subject to the terms and conditions contained in these Rights Offerings Procedures (and the Purchase Commitment and Backstop Agreement in the case of any Backstop Commitment Party), such exercise will be irrevocable unless the Rights Offerings are terminated. Following the exercise of Subscription Rights on account of Allowed Prepetition Secured Loan Claims, such Allowed Prepetition Secured Loan Claims may not be transferred. Any attempted transfer of such Allowed Prepetition Secured Loan Claims by a holder following the exercise of such Subscription Rights will be cancelled, and deemed null and void and having no effect and will not be recognized for any purpose.

5. Termination/Return of Payment

Unless the Plan Effective Date has occurred, the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and the 4(a)(2) ERO (a) will be deemed automatically terminated without any action of any party upon the earliest of (i) ~~termination of the Plan or rejection of the Plan by all classes entitled to vote~~ the withdrawal of the Plan by the Debtors pursuant to its terms or the entry of an order by the Bankruptcy Court denying confirmation of the Plan, (ii) termination of either the Purchase Commitment and Backstop Agreement or the RSA with respect to ~~Reorganized Parent or the Debtors~~, the Requisite Commitment Parties, or Consenting Creditors (as applicable) in accordance with its terms (other than any automatic termination event arising out of Section 6.01 of the RSA) and (iii) the Outside Date (as defined in Purchase Commitment and Backstop Agreement, as may be extended pursuant to the terms thereof) or (b) may be terminated by mutual agreement of the Debtors and the Requisite Commitment Parties. In the event the Rights Offerings are terminated, any payments received pursuant to these Rights Offerings Procedures will be returned, without interest, to the applicable ~~Eligible H~~holder or relevant payee as soon as reasonably practicable, but in any event within six (6) Business Days after the date of termination and upon receipt by the Election Agent of the final refund instructions from the Debtors (or such earlier date set forth in the Purchase Commitment and Backstop Agreement or the agreement governing the applicable Subscription Escrow Account).

6. Minimum Denominations

All allocations of the Rights Offerings Interests will be calculated and rounded down to the nearest whole security and no fractional securities will be issued. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded amounts.

#### 7. Validity of Exercise of Subscription Rights

All questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights will be determined in good faith by the Debtors and, if necessary, subject to a final and binding determination by the Bankruptcy Court. Subject to the foregoing, the Debtors may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any Subscription Rights. Subscriptions Rights will be deemed not to have been ~~received~~exercised or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith. In addition, the Election Agent shall have no obligation to notify parties of or cure any defects to the forms returned in exercising the Subscription Rights.

**As noted above, before exercising any Subscription Rights, Eligible-Hholders of Allowed Prepetition Secured Loan Claims should carefully read the Disclosure Statement and the Plan in their entirety for information relating to the Debtors and the risk factors to be considered in deciding whether to participate in the Rights Offerings.**

All calculations, including, to the extent applicable, the calculation of (a) the value of any Eligible-Hholder's Allowed Prepetition Secured Loan Claims for the purposes of the Rights Offerings and (b) any Eligible-Hholder's DRO Term Loans and/or Rights Offerings Interests, as applicable, shall be made in good faith by the Debtors and in accordance with any claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

#### 8. Modification of Procedures

The Debtors reserve the right to modify these Rights Offerings Procedures, or adopt additional procedures consistent with these Rights Offerings Procedures, to effectuate the Rights Offerings and to issue the DRO Term Loans and the Rights Offerings Interests, as applicable; *provided, however*, that the Debtors shall provide prompt written notice (the “**Modification Notice**”) to the Eligible-Hholders of Allowed Prepetition Secured Loan Claims of any material modification to these Rights Offerings Procedures made after the Election Commencement Date by: (i) posting the Modification Notice on the Election Agent's website at <https://dm.epiq11.com/AirMethods>; (ii) filing a copy of the Modification Notice on the docket of the Debtors' Chapter 11 Cases; and (iii) providing a copy of the Modification Notice to counsel to the Ad Hoc Group, with email notice being sufficient. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith is necessary and appropriate to effectuate and implement the Rights Offerings and the issuance of the DRO Term Loans and Rights Offerings Interests, as applicable.

The Debtors reserve the right to request reasonable additional documentation and diligence from any participant in the Rights Offerings to confirm that such participant is ~~an~~

~~Eligible Holder (or such Eligible Holder's~~ a holder of an Allowed Prepetition Secured Loan Claim (or such holder's affiliate designee).

9. Inquiries and Transmittal of Documents; Election Agent

Questions relating to the Rights Offerings should be directed to the Election Agent ~~as follows~~ by emailing Registration@epiqglobal.com (please reference "Air Methods" in the subject line). Please note that the Election Agent is only able to respond to procedural questions regarding the Rights Offerings, and cannot provide any information beyond that included in these Rights Offerings Procedures and the Election Documents.

10. Failure to Exercise Subscription Rights

Unexercised Subscription Rights will be cancelled and forever and irrevocably relinquished at the Election Deadline. If, ~~at~~ on or ~~prior to~~ before the Election Deadline, the Election Agent for any reason does not receive from ~~an Eligible Holder~~ a holder of an Allowed Prepetition Secured Loan Claim (a) a duly completed, dated, and executed Election ~~Form, a duly completed Election~~ Spreadsheet, and Election Form (including accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, in the case of the 4(a)(2) DRO and/or the 4(a)(2) ERO, the Accredited Investor Questionnaire) and (b) in the case of a non-Backstop Commitment Party, payment of its applicable Aggregate Purchase Price, such ~~Eligible Holder~~ shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offerings.

Subject to the terms and conditions set forth herein and in the Purchase Commitment and Backstop Agreement, any attempt to exercise Subscription Rights after the Election Deadline shall be null and void and the Debtors shall not be obligated to honor any such purported exercise received by the Election Agent after the Election Deadline regardless of when the documents relating thereto were sent.

**The method of delivery of the applicable Election Documents, and/or any other required documents is at each ~~Eligible Holder's~~ option and sole risk. In all cases, you should allow sufficient time to ensure timely delivery of the applicable Election Documents, or other required documents prior to the Election Deadline. Each ~~Eligible Holder of Allowed Prepetition Secured Loan Claims~~ (other than any Backstop Commitment Party) must coordinate timely payment of its applicable Aggregate Purchase Price prior to the Election Deadline as indicated in the Election Documents.**

11. Purchase Commitment and Backstop Agreement

In the event of any conflict between these Rights Offerings Procedures and the terms of the Purchase Commitment and Backstop Agreement, the terms of the Purchase Commitment and Backstop Agreement will control.

### ***Additional Procedures Applicable to the 1145 DRO***

#### ***Key Provisions applicable to the 1145 DRO:***

- Pursuant to the Plan and these Rights Offerings Procedures, each ~~Eligible H~~holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date will be allocated DRO Subscription Rights to subscribe for and fund 1145 DRO Term Loans in an amount equal to its ~~P~~ro ~~R~~ata share of the ~~P~~principal ~~A~~mount of 1145 DRO Term Loans (with respect to each ~~Eligible H~~holder, its “**Maximum 1145 DRO Subscription Amount**”), at a purchase price of \$1.00 per \$1.00 of Principal Amount of 1145 DRO Term Loans (the “**1145 DRO Purchase Price**”). You cannot subscribe for only the 1145 DRO Term Loans or only the 1145 DRO Interests, and you cannot increase or decrease the number of 1145 DRO Interests or the ~~P~~principal ~~A~~mount of the 1145 DRO Term Loans in lieu of the other pursuant to your DRO Subscription Rights. **Only ~~Eligible H~~holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date are entitled to participate in the 1145 DRO and no solicitation is being made by the Debtors to any other holders-~~other than Eligible Holders~~.**
- ~~Following the Liquidity Test Date, the amount of the 1145 DRO may be increased by an amount such that the aggregate principal amount of the 1145 DRO and the 4(a)(2) DRO is collectively no greater than \$200,000,000. Notice of the amount of any such increase will be provided to Eligible Holders on the Business Day following the Liquidity Test Date.~~
- Each ~~Eligible H~~holder’s aggregate 1145 DRO Purchase Price of its Maximum 1145 DRO Subscription Amount is referred to herein as such ~~Eligible H~~holder’s “**Aggregate 1145 DRO Purchase Price**.”

#### ***The 1145 DRO***

Pursuant to and subject to the terms hereof, ~~Eligible H~~holders of Allowed Prepetition Secured Loan Claims are being given notice of their rights to subscribe for up to their ~~P~~ro ~~R~~ata share of the 1145 DRO Term Loans, in which case they will receive their ~~P~~ro ~~R~~ata share of the 1145 DRO Interests. Pursuant to the Plan, each ~~Eligible H~~holder of an Allowed Prepetition Secured Loan Claim (other than a DRO Backstop Commitment Party) will have the right, but not the obligation, to participate in the 1145 DRO in respect of their DRO Subscription Rights for the 1145 DRO Term Loans and the receipt of the 1145 DRO Interests; *provided, however*, that ~~Eligible H~~holders of Allowed Prepetition Secured Loan Claims that are DRO Backstop Commitment Parties must exercise their DRO Subscription Rights pursuant to the Purchase Commitment and Backstop Agreement. In the event of any conflict between these Rights Offerings Procedures and the terms of the Purchase Commitment and Backstop Agreement or any Election Form, the terms of the Purchase Commitment and Backstop Agreement shall control.

***Allocation of 1145 DRO Term Loans and 1145 DRO Interests***

Subject to the terms and conditions set forth in the Plan, the Purchase Commitment and Backstop Agreement, these Rights Offerings Procedures, and the Election Documents:

(a) The Debtors shall conduct a rights offering for the offer and sale of 1145 DRO Term Loans and 1145 DRO Interests to ~~Eligible-H~~holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date for an aggregate purchase price of up to \$[●].

(b) Each ~~Eligible-H~~holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date is entitled to participate in the 1145 DRO to subscribe for up to its Maximum 1145 DRO Subscription Amount (the amount such ~~Eligible-H~~holder subscribes for, the “**1145 DRO Subscription Amount**”).

(c) Each DRO Backstop Commitment Party has committed to purchase (on a several and not joint basis) its DRO Backstop Commitment Percentage of the Unsubscribed 1145 DRO Term Loans and DRO Backstop Shares.

No ~~Eligible-H~~holder of an Allowed Prepetition Secured Loan Claim shall be entitled to participate in the 1145 DRO unless it (i) properly executes and delivers its executed Election Documents and (ii) unless such ~~Eligible-H~~holder is a DRO Backstop Commitment Party, pays such ~~Eligible-H~~holder’s Aggregate 1145 DRO Purchase Price for the DRO Term Loans for which it subscribes, and such Aggregate 1145 DRO Purchase Price is received by the Election Agent ~~at on~~ or ~~prior to before~~ the Election Deadline.

~~Eligible-Holders~~ of Allowed Prepetition Secured Loan Claims are permitted to designate one or more affiliates to receive the 1145 DRO Term Loans and/or 1145 DRO Interests, as applicable, without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate-~~(s)~~ (including any controlled investment affiliates), subject to compliance with applicable securities laws.

1. 1145 DRO

~~Eligible Holders have the right, but not the obligation, to participate in the 1145 DRO; provided, however, that Eligible Holders that are DRO Backstop Commitment Parties must fully exercise their DRO Subscription Rights pursuant to the Purchase Commitment and Backstop Agreement.~~

~~Subject to the terms and conditions set forth in the Plan, the Purchase Commitment and Backstop Agreement, these Rights Offerings Procedures, and the Election Documents, each Eligible Holder is entitled to subscribe for DRO Term Loans up to its Maximum 1145 DRO Subscription Amount.~~

~~The 1145 DRO may be increased by an amount such that the aggregate amount of the 1145 DRO and the 4(a)(2) DRO is collectively no greater than \$200,000,000. Notice of the amount of any such increase will be provided to Eligible Holders on the Business Day following the Liquidity Test Date.~~



There will be no over-subscription privilege in the DRO. ~~Any~~ None of the Unsubscribed 1145 DRO Term Loans (if any) will ~~not~~ be offered to other ~~Eligible-H~~holders except the DRO Backstop Commitment Parties that have agreed to purchase the Unsubscribed 1145 DRO Term Loans in accordance with the Purchase Commitment and Backstop Agreement.

Any ~~Eligible-H~~holder of an Allowed Prepetition Secured Loan Claim that exercises its DRO Subscription Rights and is deemed to be an “underwriter” under section 1145(b) of the Bankruptcy Code, including affiliates of Reorganized Parent, will be subject to restrictions under the Securities Act and other applicable laws on its ability to resell its 1145 DRO Interests.

2. Settlement of the 1145 DRO and Distribution of the 1145 DRO Term Loans and 1145 DRO Interests

The settlement of the 1145 DRO is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offerings Procedures and the occurrence of the Plan Effective Date.

The Debtors intend that the 1145 DRO Term Loans (including the Unsubscribed 1145 DRO Term Loans) funded pursuant to the 1145 DRO will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans. The Debtors intend that the 1145 DRO Interests will be issued ~~by Reorganized Parent~~ in book-entry form on the books and records of the transfer agent directly to each applicable ~~Eligible-H~~holder of an Allowed Prepetition Secured Loan Claim or its affiliate designee and such ~~Eligible-H~~holder or its affiliate designee will be the holder of record.

Any ~~Eligible-H~~holders ~~who~~ of Allowed Prepetition Secured Loan Claims that wish to designate ~~an~~ one or more affiliates to receive their 1145 DRO Term Loans and/or 1145 DRO Interests, as applicable, must provide the required information where indicated in the Election Spreadsheet with such ~~affiliate~~-designee’s information and provide the Citizenship Declaration and Election Form in accordance with these Omnibus Procedures on behalf of such ~~affiliate~~-designee(s).

The 1145 DRO Interests (including the DRO Backstop Shares and the DRO Backstop Commitment Premium Shares) will bear the Transfer Restrictions Legend indicating that the securities are subject to transfer restrictions set forth in the Shareholders’ Agreement. The DRO Backstop Shares will also bear the Securities Law Legend ~~(as defined below)~~.



### ***Additional Procedures Applicable to the 4(a)(2) DRO***

#### ***Key Provisions applicable to the 4(a)(2) DRO:***

- Pursuant to the Plan and these Rights Offerings Procedures, each 4(a)(2) Eligible Holder will be allocated DRO Subscription Rights to subscribe for and fund 4(a)(2) DRO Term Loans in an amount equal to its ~~P~~pro ~~R~~ata share of the ~~P~~principal ~~A~~mount of 4(a)(2) DRO Term Loans (with respect to each 4(a)(2) Eligible Holder, its “**Maximum 4(a)(2) DRO Subscription Amount**”), at a purchase price of \$1.00 per \$1.00 of ~~P~~principal ~~A~~mount of 4(a)(2) DRO Term Loans (the “**4(a)(2) DRO Purchase Price**”). You cannot subscribe for only the 4(a)(2) DRO Term Loans or only the 4(a)(2) DRO Interests, and you cannot increase or decrease the number of 4(a)(2) DRO Interests or the ~~P~~principal ~~A~~mount of the 4(a)(2) DRO Term Loans in lieu of the other pursuant to your DRO Subscription Rights. **Only 4(a)(2) Eligible Holders are entitled to participate in the 4(a)(2) DRO and no solicitation is being made by the Debtors to any holders other than 4(a)(2) Eligible Holders.**
- ~~Following the Liquidity Test Date, the amount of the 4(a)(2) DRO may be increased by an amount such that the aggregate principal amount of the 4(a)(2) DRO and the 1145 DRO is collectively no greater than \$200,000,000. Notice of the amount of any such increase will be provided to Eligible Holders on the Business Day following the Liquidity Test Date.~~
- Each 4(a)(2) Eligible Holder’s aggregate 4(a)(2) DRO Purchase Price of its Maximum 4(a)(2) DRO Subscription Amount is referred to herein as such 4(a)(2) Eligible Holder’s “**Aggregate 4(a)(2) DRO Purchase Price**.” Each 4(a)(2) Eligible Holder’s Aggregate 4(a)(2) DRO Purchase Price together with such 4(a)(2) Eligible Holder’s Aggregate 1145 DRO Purchase Price is referred to herein as such 4(a)(2) Eligible Holder’s “**Aggregate DRO Purchase Price**.”

### ***The 4(a)(2) DRO***

Pursuant to and subject to the terms hereof, 4(a)(2) Eligible Holders are being given notice of their rights to subscribe for up to their ~~P~~pro ~~R~~ata share of the 4(a)(2) DRO Term Loans, in which case they will receive their ~~P~~pro ~~R~~ata share of the 4(a)(2) DRO Interests. Pursuant to the Plan, each 4(a)(2) Eligible Holder (other than a DRO Backstop Commitment Party) will have the right, but not the obligation, to participate in the 4(a)(2) DRO in respect of their DRO Subscription Rights for the 4(a)(2) DRO Term Loans and the receipt of the 4(a)(2) DRO Interests; *provided*, however, that 4(a)(2) Eligible Holders that are DRO Backstop Commitment Parties must exercise their DRO Subscription Rights pursuant to the Purchase Commitment and Backstop Agreement. In the event of any conflict between these Rights Offerings Procedures and the terms of the Purchase Commitment and Backstop Agreement or any Election Form, the terms of the Purchase Commitment and Backstop Agreement shall control.

***Allocation of 4(a)(2) DRO Term Loans and 4(a)(2) DRO Interests***

Subject to the terms and conditions set forth in the Plan, the Purchase Commitment and Backstop Agreement, these Rights Offerings Procedures, and the Election Documents:

(a) The Debtors shall conduct a rights offering for the offer and sale of 4(a)(2) DRO Term Loans and 4(a)(2) DRO Interests to 4(a)(2) Eligible Holders for an aggregate purchase price of up to \$[●].

(b) Each 4(a)(2) Eligible Holder is entitled to participate in the 4(a)(2) DRO to subscribe for up to its Maximum 4(a)(2) DRO Subscription Amount (the amount such 4(a)(2) Eligible Holder subscribes for, the “**4(a)(2) DRO Subscription Amount**”).

(c) Each DRO Backstop Commitment Party has committed to purchase (on a several and not joint basis) its DRO Backstop Commitment Percentage of the Unsubscribed 4(a)(2) DRO Term Loans ~~and DRO Backstop Shares~~.

No 4(a)(2) Eligible Holder shall be entitled to participate in the 4(a)(2) DRO unless it (i) properly executes and delivers its executed Election Documents (including the Accredited Investor Questionnaire), and (ii) unless such 4(a)(2) Eligible Holder is a DRO Backstop Commitment Party, pays such 4(a)(2) Eligible Holder’s Aggregate 4(a)(2) DRO Purchase Price for the DRO Term Loans for which it subscribes, and such Aggregate 4(a)(2) DRO Purchase Price is received by the Election Agent ~~at on~~ or ~~prior to~~ before the Election Deadline.

**4(a)(2) Eligible Holders are permitted to designate one or more affiliates to receive the 4(a)(2) DRO Term Loans and/or 4(a)(2) DRO Interests, as applicable, without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate-~~(s)~~ (including any controlled investment affiliates), subject to compliance with applicable securities laws.**

**1. 4(a)(2) DRO**

~~4(a)(2) Eligible Holders have the right, but not the obligation, to participate in the 4(a)(2) DRO; provided, however, that 4(a)(2) Eligible Holders that are DRO Backstop Commitment Parties must fully exercise their DRO Subscription Rights pursuant to the Purchase Commitment and Backstop Agreement.~~

~~Subject to the terms and conditions set forth in the Plan, the Purchase Commitment and Backstop Agreement, these Rights Offerings Procedures, and the Election Documents, each 4(a)(2) Eligible Holder is entitled to subscribe for DRO Term Loans up to its Maximum 4(a)(2) DRO Subscription Amount.~~

~~The 4(a)(2) DRO may be increased by an amount such that the aggregate amount of the 4(a)(2) DRO and the 1145 DRO is collectively no greater than \$200,000,000. Notice of the amount of any such increase will be provided to Eligible Holders on the Business Day following the Liquidity Test Date.~~

There will be no over-subscription privilege in the DRO. ~~Any~~ None of the Unsubscribed 4(a)(2) DRO Term Loans (if any) will ~~not~~ be offered to other 4(a)(2) Eligible Holders except the

DRO Backstop Commitment Parties that have agreed to purchase the Unsubscribed 4(a)(2) DRO Term Loans in accordance with the Purchase Commitment and Backstop Agreement.

**ONLY ~~ELIGIBLE~~ HOLDERS ~~WHO OF ALLOWED PREPETITION SECURED LOAN CLAIMS AS OF THE RIGHTS OFFERINGS RECORD DATE THAT~~ ARE EITHER (A) A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) AN INSTITUTIONAL “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) ARE ELIGIBLE TO PARTICIPATE IN THE 4(A)(2) DRO.**

~~Any 4(a)(2) Eligible Holder that receives 4(a)(2) DRO Interests will receive “restricted securities” (within the meaning of Rule 144 under the Securities Act). Each certificate evidencing 4(a)(2) DRO Interests, and each certificate issued in exchange for or upon the transfer, sale, or assignment of any such securities, shall be stamped or otherwise imprinted with the Securities Law Legend.~~

~~To the extent any 4(a)(2) DRO Interests are uncertificated, such securities shall be subject to restrictive notations substantially similar to the Legends in the books and records of the transfer agent or other appropriate records maintained by Reorganized Parent or its transfer agent.~~

2. Settlement of the 4(a)(2) DRO and Distribution of the 4(a)(2) DRO Term Loans and 4(a)(2) DRO Interests

The settlement of the 4(a)(2) DRO is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offerings Procedures and the occurrence of the Plan Effective Date.

The Debtors intend that the 4(a)(2) DRO Term Loans (including the Unsubscribed 4(a)(2) DRO Term Loans) funded pursuant to the 4(a)(2) DRO will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans. The Debtors intend that the 4(a)(2) DRO Interests will be issued ~~by Reorganized Parent~~ in book-entry form on the books and records of the transfer agent directly to each applicable 4(a)(2) Eligible Holder or its affiliate designee and such 4(a)(2) Eligible Holder or its affiliate designee will be the holder of record.

Any 4(a)(2) Eligible Holders that wish to designate one or more affiliates to receive their 4(a)(2) DRO Term Loans and/or 4(a)(2) DRO Interests, as applicable, must provide the required information where indicated in the Election Spreadsheet with such designee’s information and provide the Citizenship Declaration and Election Form in accordance with these Omnibus Procedures on behalf of such designee(s).

The 4(a)(2) DRO Interests (including the DRO Backstop Shares and the DRO Backstop Commitment Premium Shares) will bear the Securities Law Legend and the Transfer Restrictions Legend. Any 4(a)(2) Eligible Holder that receives 4(a)(2) DRO Interests will receive “restricted securities” (within the meaning of Rule 144 under the Securities Act). Each certificate evidencing 4(a)(2) DRO Interests, and each certificate issued in exchange for or

upon the transfer, sale, or assignment of any such securities, shall be stamped or otherwise imprinted with the Securities Law Legend.

To the extent any 4(a)(2) DRO Interests are uncertificated, such securities shall be subject to restrictive notations substantially similar to the Legends in the books and records of the transfer agent or other appropriate records maintained by [the transfer agent](#).

### *Additional Procedures Applicable to the 1145 ERO*

#### *Key Provisions applicable to the 1145 ERO:*

- Pursuant to the Plan and these Rights Offerings Procedures, each ~~Eligible H~~holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date will be allocated ERO Subscription Rights to purchase its ~~P~~ro ~~R~~ata share of 1145 ERO Interests (with respect to each ~~Eligible H~~holder, its “**Maximum 1145 ERO Subscription Amount**”), for an aggregate purchase price of \$[●] (the “**1145 ERO Purchase Price**”). Only holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date are entitled to participate in the 1145 ERO and no solicitation is being made by the Debtors to any holders other than holders.
- ~~Following the Liquidity Test Date, the amount of the 1145 ERO may be reduced by an amount such that the aggregate principal amount of the 1145 ERO and the 4(a)(2) ERO is reduced to zero. If the Debtors reduce the size of the ERO, they shall first reduce the 4(a)(2) ERO and only once such 4(a)(2) ERO has been reduced to zero, thereafter will they reduce the 1145 ERO, subject to compliance with applicable securities laws. Notice of the amount of any such reduction will be provided to Eligible Holders on the Business Day following the Liquidity Test Date.~~
- Each ~~Eligible H~~holder’s aggregate 1145 ERO Purchase Price of its Maximum 1145 ERO Subscription Amount is referred to herein as such ~~Eligible H~~holder’s “**Aggregate 1145 ERO Purchase Price.**” Only Eligible Holders are entitled to participate in the 1145 ERO and no solicitation is being made by the Debtors to any holders other than Eligible Holders.

#### *The 1145 ERO*

Pursuant to and subject to the terms hereof, ~~Eligible H~~holders of Allowed Prepetition Secured Loan Claims are being given notice of their subscription rights to purchase their ~~P~~ro ~~R~~ata share of 1145 ERO Interests. Pursuant to the Plan, each ~~Eligible H~~holder of an Allowed Prepetition Secured Loan Claim (other than a ERO Backstop Commitment Party) will have the right, but not the obligation, to participate in the 1145 ERO in respect of their ERO Subscription Rights for the 1145 ERO Interests; *provided*, however, that ~~Eligible H~~holders of Allowed Prepetition Secured Loan Claims that are ERO Backstop Commitment Parties must exercise their ERO Subscription Rights pursuant to the Purchase Commitment and Backstop Agreement. In the event of any conflict between these Rights Offerings Procedures and the terms of the Purchase Commitment and Backstop Agreement or any Election Form, the terms of the Purchase Commitment and Backstop Agreement shall control.

#### *Allocation of 1145 ERO Interests*

Subject to the terms and conditions set forth in the Plan, the Purchase Commitment and Backstop Agreement, these Rights Offerings Procedures, and the Election Documents:

(a) The Debtors shall conduct or cause to be conducted a rights offering for the offer and sale of 1145 ERO Interests to ~~Eligible-H~~holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date for an aggregate purchase price of up to \$[●].

(b) Each ~~Eligible-H~~holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offerings Record Date is entitled to participate in the 1145 ERO to subscribe for up to its Maximum 1145 ERO Subscription Amount (the amount such ~~Eligible-H~~holder subscribes for, the “1145 ERO Subscription Amount”).

(c) Each ERO Backstop Commitment Party has committed to purchase (on a several and not joint basis) its ERO Backstop Commitment Percentage of the Unsubscribed 1145 ERO Interests.

No ~~Eligible-H~~holder of an Allowed Prepetition Secured Loan Claim shall be entitled to participate in the 1145 ERO unless it (i) properly executes and delivers its executed Election Documents and (ii) unless such ~~Eligible-H~~holder is a ERO Backstop Commitment Party, pays such ~~Eligible-H~~holder’s subscribed for portion of the Aggregate 1145 ERO Purchase Price for the 1145 ERO Interests for which it subscribes, and such Aggregate 1145 ERO Purchase Price is received by the Election Agent ~~at on~~ or prior to before the Election Deadline.

~~Eligible—~~Holders of Allowed Prepetition Secured Loan Claims are permitted to designate one or more affiliates to receive the 1145 ERO Interests without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate-~~(s)~~ (including any controlled investment affiliates), subject to compliance with applicable securities laws.

1. 1145 ERO

~~Eligible Holders have the right, but not the obligation, to participate in the 1145 ERO; provided, however, that Eligible Holders that are ERO Backstop Commitment Parties must fully exercise their ERO Subscription Rights pursuant to the Purchase Commitment and Backstop Agreement.~~

~~Subject to the terms and conditions set forth in the Plan, the Purchase Commitment and Backstop Agreement, these Rights Offerings Procedures, and the Election Documents, each Eligible Holder is entitled to subscribe for 1145 ERO Interests up to its Maximum 1145 ERO Subscription Amount.~~

~~Following the Liquidity Test Date, the amount of the 1145 ERO may be reduced by an amount such that the aggregate principal amount of the 1145 ERO and the 4(a)(2) ERO is reduced to zero. If the Debtors reduce the size of the ERO, they shall first reduce the 4(a)(2) ERO and only once such 4(a)(2) ERO has been reduced to zero, thereafter will they reduce the 1145 ERO, subject to compliance with applicable securities laws. Notice of the amount of any such reduction will be provided to Eligible Holders on the Business Day following the Liquidity Test Date.~~

There will be no over-subscription privilege in the ERO. ~~Any~~ None of the Unsubscribed 1145 ERO Interests (if any) will ~~not~~ be offered to other ~~Eligible-H~~holders except the ERO

Backstop Commitment Parties that have agreed to purchase the Unsubscribed 1145 ERO Interests in accordance with the Purchase Commitment and Backstop Agreement.

Any ~~Eligible H~~holder of an Allowed Prepetition Secured Loan Claim that exercises its ERO Subscription Rights and is deemed to be an “underwriter” under section 1145(b) of the Bankruptcy Code, including affiliates of Reorganized Parent, will be subject to restrictions under the Securities Act and other applicable laws on its ability to resell its 1145 ERO Interests.

## 2. Settlement of the 1145 ERO and Distribution of the 1145 ERO Interests

The settlement of the 1145 ERO is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offerings Procedures and the occurrence of the Plan Effective Date.

The Debtors intend that the 1145 ERO Interests will be issued ~~by Reorganized Parent~~ in book-entry form on the books and records of the transfer agent directly to each applicable ~~Eligible H~~holder of an Allowed Prepetition Secured Loan Claim or its affiliate designee and such ~~Eligible H~~holder or its affiliate designee will be the holder of record.

Any ~~Eligible H~~holders ~~who~~of Allowed Prepetition Secured Loan Claims that wish to designate ~~none or more~~ affiliates to receive their 1145 ERO Interests must provide the required information where indicated in the Election Spreadsheet with such ~~affiliate~~ designee’s information and provide the Citizenship Declaration and Election Form in accordance with these Omnibus Procedures on behalf of such ~~affiliate~~ designee(s).

The 1145 ERO Interests (including the ERO Backstop Shares and the ERO Backstop Commitment Premium Shares) will bear the Transfer Restrictions Legend indicating that the securities are subject to transfer restrictions set forth in the Shareholders’ Agreement. The ERO Backstop Shares will also bear the Securities Law Legend.



### ***Additional Procedures Applicable to the 4(a)(2) ERO***

#### ***Key Provisions applicable to the 4(a)(2) ERO:***

- Pursuant to the Plan and these Rights Offerings Procedures, each 4(a)(2) Eligible Holder will be allocated ERO Subscription Rights to purchase its ~~P~~p~~r~~rata share of 4(a)(2) ERO Interests (with respect to each 4(a)(2) Eligible Holder, its “**Maximum 4(a)(2) ERO Subscription Amount**”), for an aggregate purchase price of \$[●] (the “**4(a)(2) ERO Purchase Price**”). Only 4(a)(2) Eligible Holders are entitled to participate in the 4(a)(2) ERO and no solicitation is being made by the Debtors to any holders other than 4(a)(2) Eligible Holders.
- ~~Following the Liquidity Test Date, the amount of the 4(a)(2) ERO may be reduced by an amount such that the aggregate principal amount of the 4(a)(2) ERO and the 1145 ERO is reduced to zero. If the Debtors reduce the size of the ERO, they shall first reduce the 4(a)(2) ERO and only once such 4(a)(2) ERO has been reduced to zero, thereafter will they reduce the 1145 ERO, subject to compliance with applicable securities laws. Notice of the amount of any such reduction will be provided to Eligible Holders on the Business Day following the Liquidity Test Date.~~
- Each 4(a)(2) Eligible Holder’s aggregate 4(a)(2) ERO Purchase Price of its Maximum 4(a)(2) ERO Subscription Amount is referred to herein as such 4(a)(2) Eligible Holder’s “**Aggregate 4(a)(2) ERO Purchase Price.**” Each 4(a)(2) Eligible Holder’s Aggregate 4(a)(2) ERO Purchase Price together with such 4(a)(2) Eligible Holder’s Aggregate 1145 ERO Purchase Price is referred to herein as such 4(a)(2) Eligible Holder’s “Aggregate ERO Purchase Price.” ~~Each 4(a)(2) Eligible Holder’s Aggregate ERO Purchase Price together with such 4(a)(2) Eligible Holder’s Aggregate DRO Purchase Price is referred to herein as such 4(a)(2) Eligible Holder’s “Aggregate Purchase Price.”~~

#### ***The 4(a)(2) ERO***

Pursuant to and subject to the terms hereof, 4(a)(2) Eligible Holders are being given notice of their subscription rights to purchase their ~~P~~p~~r~~rata share of 4(a)(2) ERO Interests. Pursuant to the Plan, each 4(a)(2) Eligible Holder (other than a ERO Backstop Commitment Party) will have the right, but not the obligation, to participate in the 4(a)(2) ERO in respect of their ERO Subscription Rights for the 4(a)(2) ERO Interests; *provided, however*, that 4(a)(2) Eligible Holders that are ERO Backstop Commitment Parties must exercise their ERO Subscription Rights pursuant to the Purchase Commitment and Backstop Agreement. In the event of any conflict between these Rights Offerings Procedures and the terms of the Purchase Commitment and Backstop Agreement or any Election Form, the terms of the Purchase Commitment and Backstop Agreement shall control.

#### ***Allocation of 4(a)(2) ERO Interests***

Subject to the terms and conditions set forth in the Plan, the Purchase Commitment and Backstop Agreement, these Rights Offerings Procedures, and the Election Documents:

(a) The Debtors shall conduct or cause to be conducted a rights offering for the offer and sale of 4(a)(2) ERO Interests to 4(a)(2) Eligible Holders for an aggregate purchase price of up to \$[●].

(b) Each 4(a)(2) Eligible Holder is entitled to participate in the 4(a)(2) ERO to subscribe for up to its Maximum 4(a)(2) ERO Subscription Amount (the amount such 4(a)(2) Eligible Holder subscribes for, the “**4(a)(2) ERO Subscription Amount**”).

(c) Each ERO Backstop Commitment Party has committed to purchase (on a several and not joint basis) its ERO Backstop Commitment Percentage of the Unsubscribed 4(a)(2) ERO Interests.

No 4(a)(2) Eligible Holder shall be entitled to participate in the 4(a)(2) ERO unless it (i) properly executes and delivers its executed Election Documents (including the Accredited Investor Questionnaire), and (ii) unless such 4(a)(2) Eligible Holder is a DRO Backstop Commitment Party, pays such 4(a)(2) Eligible Holder’s Aggregate 4(a)(2) ERO Purchase Price for the 4(a)(2) ERO Interests for which it subscribes, and such Aggregate 4(a)(2) ERO Purchase Price is received by the Election Agent ~~at on~~ or ~~prior to~~ before the Election Deadline.

**4(a)(2) Eligible Holders are permitted to designate one or more affiliates to receive the 4(a)(2) ERO Interests without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate-~~(s)~~ (including any controlled investment affiliates), subject to compliance with applicable securities laws.**

1. 4(a)(2) ERO

~~4(a)(2) Eligible Holders have the right, but not the obligation, to participate in the 4(a)(2) ERO; provided, however, that 4(a)(2) Eligible Holders that are ERO Backstop Commitment Parties must fully exercise their ERO Subscription Rights pursuant to the Purchase Commitment and Backstop Agreement.~~

~~Subject to the terms and conditions set forth in the Plan, the Purchase Commitment and Backstop Agreement, these Rights Offerings Procedures, and the Election Documents, each 4(a)(2) Eligible Holder is entitled to subscribe for 4(a)(2) ERO Interests up to its Maximum 4(a)(2) ERO Subscription Amount.~~

~~Following the Liquidity Test Date, the amount of the 4(a)(2) ERO may be reduced by an amount such that the aggregate principal amount of the 4(a)(2) ERO and the 1145 ERO is reduced to zero. If the Debtors reduce the size of the ERO, they shall first reduce the 4(a)(2) ERO and only once such 4(a)(2) ERO has been reduced to zero, thereafter will they reduce the 1145 ERO, subject to compliance with applicable securities laws. Notice of the amount of any such reduction will be provided to Eligible Holders on the Business Day following the Liquidity Test Date.~~

There will be no over-subscription privilege in the ERO. Any of the Unsubscribed 4(a)(2) ERO Interests will not be offered to other 4(a)(2) Eligible Holders except the ERO Backstop Commitment Parties that have agreed to purchase the Unsubscribed 4(a)(2) ERO Interests in accordance with the Purchase Commitment and Backstop Agreement.

**ONLY ~~ELIGIBLE~~ HOLDERS ~~WHO~~ OF ALLOWED PREPETITION SECURED LOAN CLAIMS AS OF THE RIGHTS OFFERINGS RECORD DATE THAT ARE EITHER (A) A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) AN INSTITUTIONAL “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) ARE ELIGIBLE TO PARTICIPATE IN THE 4(A)(2) ERO.**

~~Any 4(a)(2) Eligible Holder that receives 4(a)(2) ERO Interests will receive “restricted securities” (within the meaning of Rule 144 under the Securities Act). Each certificate evidencing 4(a)(2) ERO Interests, and each certificate issued in exchange for or upon the transfer, sale, or assignment of any such securities, shall be stamped or otherwise imprinted with the Securities Law Legend.~~

~~To the extent any 4(a)(2) ERO Interests are uncertificated, such securities shall be subject to restrictive notations substantially similar to the Legends in the books and records of the transfer agent or other appropriate records maintained by Reorganized Parent or its transfer agent.~~

2. Settlement of the 4(a)(2) ERO and Distribution of the 4(a)(2) ERO Interests

The settlement of the 4(a)(2) ERO is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offerings Procedures and the occurrence of the Plan Effective Date.

The Debtors intend that the 4(a)(2) ERO Interests will be issued ~~by Reorganized Parent~~ in book-entry form on the books and records of the transfer agent directly to each applicable 4(a)(2) Eligible Holder or its affiliate designee and such 4(a)(2) Eligible Holder or its affiliate designee will be the holder of record.

Any 4(a)(2) Eligible Holders ~~who~~that wish to designate ~~an~~one or more affiliates to receive their 4(a)(2) ERO Interests must provide the required information where indicated in the Election Spreadsheet with such ~~affiliate~~-designee’s information and provide the Citizenship Declaration and Election Form in accordance with these Omnibus Procedures on behalf of such ~~affiliate~~-designee(s).

The 4(a)(2) ERO Interests (including the ERO Backstop Shares and the ERO Backstop Commitment Premium Shares) will bear the Securities Law Legend and the Transfer Restrictions Legend.

Any 4(a)(2) Eligible Holder that receives 4(a)(2) ERO Interests will receive “restricted securities” (within the meaning of Rule 144 under the Securities Act). Each certificate evidencing 4(a)(2) ERO Interests, and each certificate issued in exchange for or upon the transfer, sale, or assignment of any such securities, shall be stamped or otherwise imprinted with the Securities Law Legend.

To the extent any 4(a)(2) ERO Interests are uncertificated, such securities shall be subject to restrictive notations substantially similar to the Legends in the books and

records of the transfer agent or other appropriate records maintained by [the transfer agent](#).

**Item 7 – Instructions for Completing the Election Documents:**

~~**AIR METHODS CORPORATION  
EQUITY CASH-OUT ELECTION  
CITIZENSHIP DECLARATION  
AND  
RIGHTS OFFERINGS ELECTION FORM  
INSTRUCTIONS FOR COMPLETING  
THE ELECTION DOCUMENTS**~~

~~Capitalized terms used and not defined herein shall have the meaning assigned to them in the Omnibus Procedures.~~

1. The Election Form and the accompanying Election Spreadsheet contain participation and election options with respect to the Equity Cash-Out Option, DRO Subscription Rights, and ERO Subscription Rights.
2. The Election Form and Election Spreadsheet must be properly completed, executed, and delivered in accordance with the return instructions set forth in Item 10 below (the “Return Instructions set forth below”) so that both the Election Form and the Election Spreadsheet are actually received by the Election Agent on or before the Election Deadline, ~~10:00 a.m.~~ December 6, 2023 at 5:00 p.m. prevailing Eastern New York City Time.
3. If you elect to participate in the 4(a)(2) DRO and/or the 4(a)(2) ERO, you must complete ~~on your Election Form~~ the Accredited Investor Questionnaire included in your Election Form and certify that you are acquiring the 4(a)(2) Rights Offering Securities<sup>15</sup> for your own account.
4. Any Election Form and Election Spreadsheet received by the Election Agent after the Election Deadline will not be accepted with respect to participation in the Equity Cash-Out Option, the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and/or the 4(a)(2) ERO unless the Debtors otherwise determine. No Election Form may be withdrawn or modified after the Election Deadline without the Debtors’ prior consent.
5. Delivery of an Election Form and Election Spreadsheet reflecting your elections and participations to the Election Agent will be deemed to have occurred only when the Election Agent actually receives your submission in accordance with the Return Instructions set forth below. Please confirm receipt of your email.
6. If you deliver multiple Election Forms and/or Election Spreadsheets to the Election Agent, ONLY the last properly executed Election Form and Election Spreadsheet timely received will be deemed to reflect your intent and will supersede and revoke any prior Election Form(s) and Election Spreadsheet(s).

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<sup>15</sup> 4(a)(2) Rights Offering Securities means, collectively, the New Interests issued pursuant to the 4(a)(2) DRO (including the DRO Backstop Shares) and the 4(a)(2) ERO (including the ERO Backstop Shares).

7. The Election Form does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of a Claim, in the Chapter 11 Cases.
8. You should not rely on any information, representations, or inducements made to obtain a participation in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO and/or the 4(a)(2) ERO that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
9. SIGN AND DATE your Election Form. Any unsigned Election Form will not be valid; however, for the avoidance of doubt, the scanned signature on an E-Election Form will be deemed legally valid and effective.
10. Return Instructions: your completed, dated, and executed Election ~~Form, your completed Election-Spreadsheet-and-your,~~ Election Form (including accompanying Citizenship Declaration and IRS Form W-9 or appropriate IRS Form W-8, as applicable), and the Requisite Documentation, if any, should be returned promptly to the Election Agent ~~prior to~~ on or before the Election Deadline via email with password-protected attachments to Registration@epiqglobal.com (please reference “Air Methods” in the subject line and attach the Election Documents to the email).

**IF YOU HAVE ANY QUESTIONS REGARDING THIS ELECTION FORM, THESE INSTRUCTIONS, THE EQUITY CASH-OUT ELECTION PROCEDURES, THE CITIZENSHIP DECLARATION PROCEDURES OR THE RIGHTS OFFERINGS PROCEDURES, PLEASE CONTACT THE ELECTION AGENT AT REGISTRATION@EPIQGLOBAL.COM (PLEASE REFERENCE “AIR METHODS” IN THE SUBJECT LINE).**

**Exhibit B**

**Revised Omnibus Election Form**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**In re:**

**AIR METHODS CORPORATION,  
*et al.*,**

**Debtors.<sup>1</sup>**

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§

**Chapter 11**

**Case No. 23-23-90886 (MI)**

**(Jointly Administered)**

**ELECTION FORM  
FOR PREPETITION SECURED LOAN CLAIMS (CLASS 3)**

**The “Election Deadline” is 5:00 p.m. New York City Time on December 6, 2023.**

**ALL HOLDERS OF ALLOWED PREPETITION SECURED LOAN CLAIMS MUST  
COMPLETE AND RETURN THE ELECTION FORM AND ELECTION  
SPREADSHEET BY THE ELECTION DEADLINE.**

Each holder of an Allowed Prepetition Secured Loan Claim,<sup>2</sup> as of November 17, 2023 (the “Rights Offerings Record Date”), must duly complete and execute this Election Form and accompanying spreadsheet (the “Election Spreadsheet” and, together with the Election Form and accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, the “Election Documents”) and Requisite Documentation, if any, and return such Election Documents to Epiq Corporate Restructuring, LLC (the “Election Agent”) on or before the election deadline, which is December 6, 2023 at 5:00 p.m. New York City Time (the “Election Deadline”).

**Holders of Allowed Prepetition Secured Loan Claims must deliver their Election Documents via email with password-protected attachments to the Election Agent at**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Air Methods Corporation (5893), ASP AMC Holdings, Inc. (3873), ASP AMC Intermediate Holdings, Inc. (2677), Air Methods Telemedicine, LLC (2091), United Rotorcraft Solutions, LLC (2763), Mercy Air Service, Inc. (0626), LifeNet, Inc. (3381), Rocky Mountain Holdings, L.L.C. (3822), Air Methods Tours, Inc. (4178), Tri-State Care Flight, L.L.C. (5216), Advantage LLC (2762), Enchantment Aviation, Inc. (5198), Native Air Services, Inc. (8798), Native American Air Ambulance, Inc. (8800), AirMD, LLC (1368), Midwest Corporate Air Care, LLC (N/A). The Debtors’ mailing address is 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Omnibus Procedures for Prepetition Secured Loan Claims (Class 3) (the “**Omnibus Procedures**”), and if not defined in the Omnibus Procedures, shall have the meanings ascribed to such terms in the Plan (as defined in the Omnibus Procedures), the Disclosure Statement (as defined in the Omnibus Procedures) or the Purchase Commitment and Backstop Agreement (as defined in the Plan).

**Registration@epiggglobal.com** (please reference “Air Methods” in the subject line) on or before the Election Deadline.

Any holders of Allowed Prepetition Secured Loan Claims that wish to designate an affiliate to receive their DRO Term Loans and/or New Interests, as applicable, must provide such designee’s information and complete the Citizenship Declaration on behalf of such designee in accordance with the Omnibus Procedures where indicated in the Election Spreadsheet.

**Payment of Rights Offering Purchase Price:** Holders of Allowed Prepetition Secured Loan Claims that are electing to participate in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and/or the 4(a)(2) ERO and are not Backstop Commitment Parties must coordinate payment of the Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price and/or Aggregate 4(a)(2) ERO Purchase Price for receipt in accordance with Item 4 herein on or before the Election Deadline. Backstop Commitment Parties must deliver funding in accordance with the Purchase Commitment and Backstop Agreement.

The Equity Cash-Out Election and Subscription Rights corresponding to the Allowed Prepetition Secured Loan Claim will trade together with, and be evidenced by, the underlying Allowed Prepetition Secured Loan Claim, until the Election Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Allowed Prepetition Secured Loan Claim and compliance with applicable securities law.

Please consult the Plan, the Disclosure Statement and the Omnibus Procedures for additional information with respect to this Election Form.

If you have any questions, please contact the Election Agent by emailing **Registration@epiggglobal.com** (please reference “Air Methods” in the subject line).

**SUBJECT TO THE TERMS AND CONDITIONS OF THE OMNIBUS PROCEDURES (AND THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT IN THE CASE OF ANY BACKSTOP COMMITMENT PARTY), ALL ELECTIONS SET FORTH IN THE ELECTION DOCUMENTS ARE IRREVOCABLE ONCE DELIVERED TO THE ELECTION AGENT.**

All holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date are being asked to complete the information required by Item 1 (Election Instructions) and Item 9 (Citizenship Declaration) even if such holders do not elect to participate in any of the Rights Offerings. Any holder of an Allowed Prepetition Secured Loan Claim that does not validly and timely furnish the Citizenship Declaration in the form provided as Exhibit B hereto (together with any other required documentation) will be considered a Non-U.S. Citizen for purposes of the DOT Procedures.

### **Item 1. Election Instructions.**

All instructions with respect to the Equity Cash-Out Election, the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and/or the 4(a)(2) ERO must be made in the Election Spreadsheet, which must be submitted along with the completed Election Form, as described below.

**If you did not receive the Election Spreadsheet, please contact the Election Agent at [Registration@epiglobal.com](mailto:Registration@epiglobal.com) (please reference “Air Methods” in the subject line).**

If you elect to make the Equity Cash-Out Election, you must mark the Equity Cash-Out Election where indicated in the Election Spreadsheet.

**If you make the Equity Cash-Out Election, you may not elect to participate in the 1145 ERO or the 4(a)(2) ERO. Any holder of Allowed Prepetition Secured Loan Claims that both subscribes for the 1145 ERO and/or the 4(a)(2) ERO and elects the Equity Cash-Out Option shall be deemed to have elected only the Equity Cash-Out Option.**

If you elect to participate in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and/or the 4(a)(2) ERO, the percentage of your participation **must** be provided in the Election Spreadsheet where indicated.

### **Item 2. Calculation and Payment of the Subscription Price, if applicable.**

Each holder of an Allowed Prepetition Secured Loan Claim that is not a Backstop Commitment Party must calculate **its Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price, and/or Aggregate 4(a)(2) ERO Purchase Price, as applicable**, in connection with any 1145 DRO, 4(a)(2) DRO, 1145 ERO, and/or 4(a)(2) ERO election in the Election Spreadsheet and arrange for payment as detailed in Item 4 to be received on or before the Election Deadline. Backstop Commitment Parties must deliver funding in accordance with the Purchase Commitment and Backstop Agreement.

**PLEASE NOTE: NO EXERCISE OF SUBSCRIPTION RIGHTS BY A HOLDER OF AN ALLOWED PREPETITION SECURED LOAN CLAIM THAT IS NOT A BACKSTOP COMMITMENT PARTY WILL BE VALID UNLESS THE AGGREGATE 1145 DRO PURCHASE PRICE, AGGREGATE 4(A)(2) DRO PURCHASE PRICE, AGGREGATE 1145 ERO PURCHASE PRICE, AND/OR AGGREGATE 4(A)(2) ERO PURCHASE PRICE, AS APPLICABLE, IS PAID ON OR BEFORE THE ELECTION DEADLINE. HOLDERS THAT ARE BACKSTOP COMMITMENT PARTIES MUST DELIVER THE APPROPRIATE FUNDING IN ACCORDANCE WITH THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT.**

### **Item 3. Backstop Commitment Party Representation.**

Backstop Commitment Parties should identify themselves in the Election Spreadsheet. For holders of Allowed Prepetition Secured Loan Claims that are Backstop Commitment Parties, payment of the Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price, and/or Aggregate 4(a)(2) ERO Purchase Price shall **ONLY** be made by wire transfer of immediately available funds directly to the 1145 DRO Subscription Escrow

Account, the 4(a)(2) DRO Subscription Escrow Account, the 1145 ERO Subscription Escrow Account, or the 4(a)(2) ERO Subscription Escrow Account, as applicable, pursuant to the Purchase Commitment and Backstop Agreement (or as otherwise permitted under Section 2.5(b) of the Purchase Commitment and Backstop Agreement), in accordance with information to be set forth in the Funding Notice (as defined in the Purchase Commitment and Backstop Agreement). Any Backstop Commitment Party that is a Specified Funding Party shall deliver and provide their payment in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement.

#### **Item 4. Subscription Payment Instructions.**

Holders of Allowed Prepetition Secured Loan Claims that made a Subscription Election and are not Backstop Commitment Parties must coordinate and/or arrange for payment of the Aggregate 1145 DRO Purchase Price, the Aggregate 4(a)(2) DRO Purchase Price, the Aggregate 1145 ERO Purchase Price, and/or the Aggregate 4(a)(2) ERO Purchase Price for any Subscription Elections, as calculated in accordance with the Election Spreadsheet, to the Election Agent ONLY in accordance with the following instructions:

##### ***DRO Wire Instructions:***

Bank Name:	[●]
Bank Address:	[●]
ABA/Routing No.:	[●]
SWIFT (for international wires):	[●]
Account Name:	[●] as Agent for [Air Methods Corporation DRO Subscription Account]
Account No.:	[●]
Reference:	<i>Insert Epiq ID from bottom of Election Form; if no Epiq ID is shown, please use the last four digits of the TIN of the first entity listed in the Election Spreadsheet</i>

##### ***ERO Wire Instructions:***

Bank Name:	[●]
Bank Address:	[●]
ABA/Routing No.:	[●]
SWIFT (for international wires):	[●]
Account Name:	[●] as Agent for [Air Methods Corporation ERO Subscription Account]
Account No.:	[●]
Reference:	<i>Insert Epiq ID from bottom of Election Form; if no Epiq ID is shown, please use the last four digits of the TIN of the first entity listed in the Election Spreadsheet</i>

**Item 5. Wire Refund.**

Any holder of an Allowed Prepetition Secured Loan Claim making a Subscription Election (and/or any affiliate designee that is making any payment in respect of any such Subscription Election) MUST provide its wire refund details in the Election Spreadsheet in case any refund is needed.

**Item 6. Term Loan Delivery Information.**

The Debtors intend that any Exit Term Loans will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans. Additional “KYC” details for any new party may be needed by the administrative agent. Please include any relevant details in the Election Spreadsheet.

**Item 7. Registration Details for New Interests.**

The Debtors intend that the New Interests will be issued in book-entry form on the books and records of the transfer agent directly to each applicable holder of an Allowed Prepetition Secured Loan Claim or its affiliate designee(s) and such holder or its affiliate designee(s) will be the holder of record.

Please indicate in the Election Spreadsheet the registration details for each party, regardless of whether such party has elected the Equity Cash-Out Option. For information, the following details must be provided in the Election Spreadsheet for each holder of an Allowed Prepetition Secured Loan Claim (and/or its affiliate designee(s)) to receive New Interests under the Plan (including in connection with the Rights Offerings):

<i>Registration Name</i>	<i>Telephone;</i>
<i>Address;</i>	<i>Email;</i>
<i>City;</i>	<i>State;</i>
<i>Postal Code;</i>	<i>Country;</i>
<i>U.S. Federal Tax EIN/SSN (if applicable);</i>	
<i>Indicate if non-U.S. person</i>	<i>Indicate if U.S. person</i>
<i>and provide appropriate IRS Form W-8); <u>or</u></i>	<i>and provide IRS Form W-9</i>

You MUST Indicate Account Type from the drop-down menu in Election Spreadsheet. Categories include the following:

- **INDIVIDUAL ACCOUNT;**
- **IRA ACCOUNT;**
- **CORPORATIONS (S-CORP):** (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO., COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);
- **PARTNERSHIP:** (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);
- **BANK;**
- **NOMINEE ACCOUNTS;**
- **C-CORP;**

- **NON-PROFIT:** (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);
- **FIDUCIARY ACCOUNT:** (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX, FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER TO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRANT (GRANTOR ANNUITY TRUST));
- **TENANTS IN COMMON;**
- **TENANTS BY ENTIRETY:** (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);
- **JOINT TENANTS:** (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or
- **COMMUNITY PROPERTY:** (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

**Item 8. Disclosures, Requirements, and Certifications for 4(a)(2) DRO and 4(a)(2) ERO participants.**

Any holder of an Allowed Prepetition Secured Loan Claim exercising Subscription Rights in the 4(a)(2) DRO and/or 4(a)(2) ERO **MUST** review and submit the disclosures, requirements, certifications and questionnaire included in **Exhibit A** hereto. The relevant responses must be included in the Election Spreadsheet.

**Any holder of an Allowed Prepetition Secured Loan Claim (other than the Backstop Commitment Parties) that does not timely complete and submit Exhibit A (including on behalf of any affiliate designee) will not be eligible to participate in the 4(a)(2) DRO and/or the 4(a)(2) ERO.**

**Item 9. Citizenship Declaration.**

The Citizenship Declaration is included in **Exhibit B** hereto. The relevant responses **MUST** be included in the Election Spreadsheet.

**All holders of Allowed Prepetition Secured Loan Claims or their affiliate designees MUST timely complete and submit the Citizenship Declaration in order to be eligible to receive their New Interests in the form of New Common Stock. In accordance with the Omnibus Procedures, any holder of an Allowed Prepetition Secured Loan Claim (and/or any affiliate designee(s)) that does not validly and timely furnish the Citizenship Declaration (together with any other Requisite Documentation) to the Debtors or if the Citizenship Declaration has been rejected by the Debtors, in their reasonable discretion and within a reasonable period of time after submission, such holder (and/or any affiliate designee(s)) will be considered a Non-U.S. Citizen and shall be entitled to receive its ratable share of New Common Stock only to the extent available subject to the Cap Amount and DOT Rules Compliance and/or DOT Warrants in lieu of New Common Stock.**

**Any holders of Allowed Prepetition Secured Loan Claims that wish to designate one or more affiliates to receive any or all of their New Interests must provide the required**

information where indicated in the Election Spreadsheet, including any such designee's information, and (subject to the preceding paragraph) provide the Citizenship Declaration and the Election Form in accordance with the Omnibus Procedures on behalf of any such designee.

**Item 10. Certification and Signature.**

The undersigned hereby certifies that (a) the undersigned was the beneficial holder of the Allowed Prepetition Secured Loan Claim above as of the date hereof, or the authorized signatory (the "**Authorized Signatory**") of such beneficial holder acting on behalf of such holder, (b) the holder has reviewed a copy of the Plan, the Disclosure Statement, and the Omnibus Procedures, (c) the holder understands that the exercise of any Subscription Rights is subject to all of the terms and conditions set forth in the Plan, the Omnibus Procedures, and, if applicable, the Purchase Commitment and Backstop Agreement, and (d) the relevant responses in the Election Spreadsheet, in response to the Accredited Investor Questionnaire included in **Exhibit A** hereto, and the Citizenship Declaration included in **Exhibit B** hereto are true and accurate.

**The holder of an Allowed Prepetition Secured Loan Claim (or the Authorized Signatory on behalf of such holder) acknowledges that, by executing this Election Form, the holder named below (1) has made all of the elections set forth in the Election Spreadsheet and (2) will be bound to pay the Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price and/or Aggregate 4(a)(2) ERO Purchase Price to which it has subscribed and that it may be liable to the Debtors to the extent of any nonpayment.**

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

Name of holder: \_\_\_\_\_

U.S. Federal Tax EIN/SSN: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

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

**Item 11. Delivery Information.**

Please deliver the completed Election Form and Election Spreadsheet (with the applicable IRS Forms W-9 or W-8, as applicable, including for any affiliate designee) via email with password-protected attachments to the Election Agent to:

**Registration@epiglobal.com** (please reference "Air Methods" in the subject line).



The Election Agent intends to confirm receipt of each email delivery in due course. If you do not receive a timely confirmation, please send an email *without attachments* to request assistance.

**Delivery of the Election Form and Election Spreadsheet to any person other than the Election Agent as detailed above does not constitute valid delivery.**

<b>The Election Deadline is 5:00 p.m. New York City Time on December 6, 2023.</b>
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**EXHIBIT A****Holder Certifications for each Rights Offering****1. 4(a)(2) Eligible Holder Certifications for the 4(a)(2) DRO and the 4(a)(2) ERO.**

IN ORDER TO PARTICIPATE IN THE 4(A)(2) DRO AND/OR THE 4(A)(2) ERO, YOU MUST COMPLETE THIS QUESTIONNAIRE FOR EACH HOLDER OF ALLOWED PREPETITION SECURED LOAN CLAIMS AND FOR EACH RECIPIENT OF THE NEW INTERESTS DESIGNATED BY THE SUCH HOLDER, IF ANY.

**4(a)(2) Eligible Holders or affiliate designees participating in the 4(a)(2) DRO and/or 4(a)(2) ERO are required to (i) be either (A) a “qualified institutional buyer” as such term is defined in Rule 144A of the Securities Act of 1933, as amended (the “Act”) or (B) an institutional “accredited investor” as such term is defined in Rule 501(a)(1), (2), (3), or (7) of Regulation D of the Act and (ii) certify that any 4(a)(2) Rights Offering Securities are being acquired for its own account.**

Accordingly, each 4(a)(2) Eligible Holder making the 4(a)(2) DRO Subscription Election and/or the 4(a)(2) ERO Subscription Election must complete the questionnaire shown below via the Election Spreadsheet for each such 4(a)(2) Eligible Holder and/or each affiliate designee of such 4(a)(2) Eligible Holder.

**ACCREDITED INVESTOR QUESTIONNAIRE****4(a)(2) Eligible Holders**

IN ORDER FOR 4(a)(2) ELIGIBLE HOLDERS TO PARTICIPATE IN THE 4(A)(2) DRO AND/OR THE 4(A)(2) ERO, SUCH 4(A)(2) ELIGIBLE HOLDERS MUST CERTIFY THE INFORMATION ON THIS ACCREDITED INVESTOR QUESTIONNAIRE IN THE ELECTION SPREADSHEET. ANY HOLDER OF ALLOWED PREPETITION SECURED LOAN CLAIMS OR ITS AFFILIATE DESIGNEE THAT INDICATES “NO” IN QUESTION 1 BELOW IS NOT ELIGIBLE TO PARTICIPATE IN THE 4(A)(2) DRO OR THE 4(A)(2) ERO.

**QUESTION**

**Mark one (but not more than one) answer of either “Yes” or “No” in response to the following question in the Election Spreadsheet:**

1. As of the Rights Offerings Record Date, is the holder of Allowed Prepetition Secured Loan Claims submitting this Election Form (and/or its affiliate designee(s)) a Qualified Institutional Buyer or an Institutional Accredited Investor and is such holder (and/or its affiliate designee(s)) acquiring the 4(a)(2) Rights Offering Securities for its own account?

**If you marked “Yes” in the Election Spreadsheet** in response to this question, please indicate in the Election Spreadsheet which category the holder (and/or its affiliate designee(s)) falls under (e.g., Qualified Institutional Buyer or Institutional Accredited Investor under clauses (1), (2), (3) or (7) of the definition of Institutional Accredited Investor below).

**“Qualified Institutional Buyer”** means:

(i) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity:

(A) Any insurance company as defined in section 2(a)(13) of the Act;

(B) Any investment company registered under the Investment Company Act or any business development company as defined in section 2(a)(48) of that Act;

(C) Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958 or any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;

(D) Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(E) Any employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(F) Any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (a)(1)(i)(D) or (E) of this section, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(G) Any business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(H) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in section 3(a)(2) of the Act or a savings and loan association or other institution referenced in section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership, limited liability company, or Massachusetts or similar business trust;

(I) Any investment adviser registered under the Investment Advisers Act; and

(J) Any institutional accredited investor, as defined in rule 501(a) under the Act, of a type not listed in paragraphs (a)(1)(i)(A) through (I) or paragraphs (a)(1)(ii) through (vi).

(ii) Any dealer registered pursuant to section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer, *provided, that* securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer;

(iii) Any dealer registered pursuant to section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;

(iv) Any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. Family of investment companies means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this section:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(v) Any entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; and

(vi) Any bank as defined in section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under the Rule in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

**Institutional "Accredited Investor"** (pursuant to Rule 501(1), (2), (3) or (7) promulgated under the Act) means any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act

of 1940 or a business development company as defined in section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000; and

(7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).

**EXHIBIT B**

**CITIZENSHIP DECLARATION**

For the purposes of this declaration:

- i. A U.S. Citizen Share is a share of New Common Stock legally or beneficially owned by a U.S. citizen; and
- ii. A U.S. citizen means (a) an individual who is a citizen of the U.S.; (b) a partnership in which each partner is a U.S. citizen; (c) a corporation which (i) is organized under the laws of the United States or one of its states or territories, (ii) has a U.S. citizen as its President, (iii) two-thirds or more of its board of directors and other managing officers are U.S. citizens, (iv) at least 75 percent of its voting stock is owned or controlled by U.S. citizens and (subject to the Open-Skies note below) at least 51 percent of its total equity is owned or controlled by U.S. citizens, and (v) is under the actual control of U.S. citizens.

In regard to ii above, please note:

**“Partnership”** includes general partnerships, limited partnerships (LPs), and limited liability companies (LLCs) whose internal governance is analogous to a partnership’s governance.

**“Corporation,”** in addition to its usual meaning, includes LLCs whose internal governance is analogous to a corporation’s governance.

**“Open-Skies”** means ownership interests held legally or beneficially by citizens of countries with which the United States does not have a liberal aviation trade relationship (known as an “open-skies” relationship) may not exceed 25% individually or in the aggregate. A list of countries with which the United States has open-skies agreements is available at [www.transportation.gov/policy/aviation-policy/open-skies-agreements-being-applied](http://www.transportation.gov/policy/aviation-policy/open-skies-agreements-being-applied).

**“Actual Control”** includes all forms of control, whether actual or potential and whether exercised or not exercised.

**U.S. CITIZENSHIP DECLARATION**

To complete this Declaration:

- a. Select one (but not more than one) of box A, box B, box C, or box D, as appropriate, and mark in the Election Spreadsheet; and
- b. Review the Certifications in the Election Form and sign the Election Form. A signature of the Election Form is required to transmit the Citizenship Declaration.
  - A I declare that I am an individual person who is a U.S. citizen and that the shares of New Common Stock to be registered in my name will be “U.S. Citizen Shares.”
  - B I/We declare that I am/we are partner(s) in a partnership (as defined above) organized and existing under the laws of the United States or one of its states or territories, that each partner in the partnership is a U.S. citizen as defined above, and that the shares of

New Common Stock to be registered in the partnership's name will be "U.S. Citizen Shares."

- C We declare that we are a corporation (as defined above) which is a U.S. citizen (as defined above).
- D If I am an individual person who is not a U.S. citizen and therefore have not selected box A, above, I declare that I am a citizen of the following country: [*insert details in spreadsheet*]. If we are a partnership, corporation, LLC or any other entity (other than an individual person) that is not a U.S. citizen and therefore have not selected box B or box C, above, we declare that the ultimate beneficial ownership of the majority of the outstanding voting interest in the partnership, corporation, LLC or other entity is held by an individual citizen or citizens of the following country: [*insert details in spreadsheet*]. (If majority of such ultimate beneficial ownership is not held by an individual citizen or citizens of any one country, please include a list specifying percentage of total outstanding voting interest by country of citizenship corresponding to individuals holding ultimate beneficial ownership.) By checking this box D, I/we understand that the shares of New Common Stock to be registered in my or the partnership's, corporation's, LLC's or other entity's name will not be "U.S. Citizen Shares."

#### **ADDITIONAL INFORMATION**

Air Methods Corporation ("Air Methods Corp.") reserves the right to require a signed copy of the Power of Attorney or other documents establishing any agency relationship. Air Methods Corp. reserves the right to be supplied with such evidence or information as to any matters contained in this Declaration or as to any interest whatsoever held by any party. Air Methods Corp. will refuse to register shares of New Common Stock if such further evidence is not provided and will issue DOT Warrants in lieu of such shares of New Common Stock to the extent permitted by law. If you are in any doubt as to how to complete this Declaration or as to the definition of U.S. Citizen or U.S. Citizen Shares, you should consult your legal representative or other professional adviser. The registration of shares of New Common Stock following the completion of this Declaration and, where relevant, the provision by the shareholder of such other evidence or information as Air Methods Corp. may have required prior to such registration is without prejudice to the ability of Air Methods Corp. to exercise any or all of the powers exercisable by it pursuant to the New Corporate Governance Documents.



**Exhibit B-1**

**Redline of Omnibus Election Form**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:

AIR METHODS CORPORATION,  
*et al.*,

Debtors.<sup>1</sup>

§  
§  
§  
§  
§  
§  
§  
§

Chapter 11

Case No. 23-23-90886 (MI)

(Jointly Administered)

~~EQUITY CASH-OUT ELECTION~~  
~~CITIZENSHIP DECLARATION~~  
~~AND~~  
~~RIGHTS OFFERINGS ELECTION FORM<sup>2</sup>~~

ELECTION FORM  
~~FOR USE BY ELIGIBLE HOLDERS OF~~  
~~ALLOWED PREPETITION SECURED LOAN CLAIMS (CLASS 3)~~  
~~IN CONNECTION WITH THE DEBTORS' PLAN~~

The "Election Deadline" is 5:00 p.m. New York City Time on December 6, 2023.

~~ALL ELIGIBLE HOLDERS SHOULD~~ OF ALLOWED PREPETITION SECURED  
LOAN CLAIMS MUST COMPLETE AND RETURN THE ELECTION FORM AND  
ELECTION SPREADSHEET BY THE ELECTION DEADLINE.

~~To make an Equity Cash-Out Election and/or provide the Citizenship Declaration and/or~~  
~~exercise the Subscription Rights with respect to its Allowed Prepetition Secured Loan~~  
~~Claims, each Eligible~~ Each Holder of an Allowed Prepetition Secured Loan Claim,<sup>2</sup> as of

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Air Methods Corporation (5893), ASP AMC Holdings, Inc. (3873), ASP AMC Intermediate Holdings, Inc. (2677), Air Methods Telemedicine, LLC (2091), United Rotorcraft Solutions, LLC (2763), Mercy Air Service, Inc. (0626), LifeNet, Inc. (3381), Rocky Mountain Holdings, L.L.C. (3822), Air Methods Tours, Inc. (4178), Tri-State Care Flight, L.L.C. (5216), Advantage LLC (2762), Enchantment Aviation, Inc. (5198), Native Air Services, Inc. (8798), Native American Air Ambulance, Inc. (8800), AirMD, LLC (1368), Midwest Corporate Air Care, LLC (N/A). The Debtors' mailing address is 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111.

<sup>2</sup> ~~Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Omnibus Procedures for Prepetition Secured Loan Claims (Class 3) (the "Omnibus Procedures"), and if not defined in the Omnibus Procedures, shall have the meanings ascribed to such terms in the Plan (as defined in the Omnibus Procedures), the Disclosure Statement (as defined in the Omnibus Procedures) or the Purchase Commitment and Backstop Agreement (as defined in the Plan).~~

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Omnibus Procedures for Prepetition Secured Loan Claims (Class 3) (the "Omnibus Procedures"), and if not defined in the

November 17, 2023 (the “Rights Offerings Record Date”), must duly complete, ~~and~~ execute ~~and return~~ this Election Form and accompanying spreadsheet (the “Election Spreadsheet” and, together with the Election Form, ~~the “Election Documents”~~) (with ~~and~~ accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, ~~the “Election Documents”~~) and Requisite Documentation, if ~~applicable, any, and return such Election Documents~~ to Epiq Corporate Restructuring, LLC (the “Election Agent”) on or before the election deadline, which is December 6, 2023 at 5:00 p.m. New York City Time (the “Election Deadline”).

~~Eligible~~ Holders of Allowed Prepetition Secured Loan Claims must deliver their Election Documents via email with password-protected attachments to the Election Agent at Registration@epigglobal.com (please reference “Air Methods” in the subject line) ~~at~~on or ~~prior to~~before the Election Deadline.

Any ~~Eligible H~~holders who of Allowed Prepetition Secured Loan Claims that wish to designate an affiliate to receive their DRO Term Loans and/or New Interests, as applicable, must provide such designee’s information and complete the Citizenship Declaration on behalf of such designee in accordance with the Omnibus Procedures where indicated in the Election Spreadsheet.

Payment of Rights Offering Purchase Price: ~~Eligible~~ Holders ~~who of Allowed Prepetition Secured Loan Claims that~~ are electing to participate in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and/or the 4(a)(2) ERO and are not Backstop Commitment Parties must coordinate payment of the Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price and/or Aggregate 4(a)(2) ERO Purchase Price for receipt in accordance with Item 4 herein ~~at~~on or ~~prior to~~before the Election Deadline. ~~(Backstop Commitment Parties must deliver funding in accordance with the Purchase Commitment and Backstop Agreement.)~~

The Equity Cash-Out Election and Subscription Rights corresponding to the Allowed Prepetition Secured Loan Claim will trade together with, and be evidenced by, the underlying Allowed Prepetition Secured Loan Claim, until the Election Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Allowed Prepetition Secured Loan Claim and compliance with applicable securities law.

Please consult the Plan, the Disclosure Statement and the Omnibus Procedures for additional information with respect to this Election Form.

If you have any questions, please contact the Election Agent by emailing Registration@epigglobal.com (please reference “Air Methods” in the subject line).

**SUBJECT TO THE TERMS AND CONDITIONS OF THE OMNIBUS PROCEDURES (AND THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT IN THE CASE OF ANY BACKSTOP COMMITMENT PARTY), ALL**

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Omnibus Procedures, shall have the meanings ascribed to such terms in the Plan (as defined in the Omnibus Procedures), the Disclosure Statement (as defined in the Omnibus Procedures) or the Purchase Commitment and Backstop Agreement (as defined in the Plan).

ELECTIONS SET FORTH IN THE ELECTION DOCUMENTS ARE IRREVOCABLE ONCE DELIVERED TO THE ELECTION AGENT.

All holders of Allowed Prepetition Secured Loan Claims as of the Rights Offerings Record Date are being asked to complete the information required by Item 1 (Election Instructions) and Item 9 (Citizenship Declaration) even if such holders do not elect to participate in any of the Rights Offerings. Any holder of an Allowed Prepetition Secured Loan Claim that does not validly and timely furnish the Citizenship Declaration in the form provided as Exhibit B hereto (together with any other required documentation) will be considered a Non-U.S. Citizen for purposes of the DOT Procedures.

#### Item 1. Election Instructions.

All instructions with respect to the Equity Cash-Out Election, the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and/or the 4(a)(2) ERO must be made in the Election Spreadsheet, which must be submitted along with the completed Election Form, as described below.

If you did not receive the Election Spreadsheet, please contact the Election Agent at [Registration@epiggglobal.com](mailto:Registration@epiggglobal.com) (please reference “Air Methods” in the subject line).

If you elect to make the Equity Cash-Out Election, you must mark the Equity Cash-Out Election where indicated in the Election Spreadsheet.

If you make the Equity Cash-Out Election, you may not elect to participate in the 1145 ERO or the 4(a)(2) ERO. Any ~~Eligible H~~holder of Allowed Prepetition Secured Loan Claims that both ~~elects to~~ subscribes for the 1145 ERO and/or the 4(a)(2) ERO and elects the Equity Cash-Out Option shall be deemed to have elected only the Equity Cash-Out Option.

If you elect to participate in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and/or the 4(a)(2) ERO, the percentage of your participation must be provided in the Election Spreadsheet where indicated.

#### Item 2. Calculation and Payment of the Subscription Price, if applicable.

- ~~Eligible Holders who are electing to participate in the 1145 DRO, the 4(a)(2) DRO, the 1145 ERO, and/or the 4(a)(2) ERO and are not Backstop Commitment Parties must coordinate payment of the Aggregate 1145 DRO Purchase Price, the Aggregate 4(a)(2) DRO Purchase Price, the Aggregate 1145 ERO Purchase Price and/or the Aggregate 4(a)(2) ERO Purchase Price for receipt in accordance with Item 4 herein at or prior to the Election Deadline. (Backstop Commitment Parties must deliver funding in accordance with the Purchase Commitment and Backstop Agreement.)~~

Each ~~Eligible H~~holder of an Allowed Prepetition Secured Loan Claim that is not a Backstop Commitment Party must calculate ~~the its~~ Aggregate 1145 DRO Purchase Price, ~~the~~ Aggregate 4(a)(2) DRO Purchase Price, ~~the~~ Aggregate 1145 ERO Purchase Price, and/or ~~the~~ Aggregate 4(a)(2) ERO Purchase Price, as applicable, in connection with any 1145 DRO, 4(a)(2) DRO, 1145 ERO, and/or 4(a)(2) ERO election in the Election Spreadsheet and arrange for

payment as detailed in Item 4 to be received on or before the Election Deadline. Backstop Commitment Parties must deliver funding in accordance with the Purchase Commitment and Backstop Agreement.

**PLEASE NOTE: NO EXERCISE OF SUBSCRIPTION RIGHTS BY ~~AN ELIGIBLE HOLDER~~ A HOLDER OF AN ALLOWED PREPETITION SECURED LOAN CLAIM THAT IS NOT A BACKSTOP COMMITMENT PARTY WILL BE VALID UNLESS THE AGGREGATE 1145 DRO PURCHASE PRICE, AGGREGATE 4(A)(2) DRO PURCHASE PRICE, AGGREGATE 1145 ERO PURCHASE PRICE, AND/OR AGGREGATE 4(A)(2) ERO PURCHASE PRICE, AS APPLICABLE, IS PAID ATON OR ~~PRIOR TO BEFORE~~ THE ELECTION DEADLINE. ~~(ELIGIBLE—~~ HOLDERS THAT ARE BACKSTOP COMMITMENT PARTIES MUST DELIVER THE APPROPRIATE FUNDING IN ACCORDANCE WITH THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT.)**

### **Item 3. Backstop Commitment Party Representation.**

Backstop Commitment Parties should identify themselves in the Election Spreadsheet. For ~~Eligible H~~olders of Allowed Prepetition Secured Loan Claims that are Backstop Commitment Parties, payment of the Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price, and/or Aggregate 4(a)(2) ERO Purchase Price shall ONLY be made by wire transfer of immediately available funds directly to the 1145 DRO Subscription Escrow Account, the 4(a)(2) DRO Subscription Escrow Account, the 1145 ERO Subscription Escrow Account, or the 4(a)(2) ERO Subscription Escrow Account, as applicable, pursuant to the Purchase Commitment and Backstop Agreement (or as otherwise permitted under Section 2.5(b) of the Purchase Commitment and Backstop Agreement), in accordance with information to be set forth in the Funding Notice: (as defined in the Purchase Commitment and Backstop Agreement). Any Backstop Commitment Party that is a Specified Funding Party shall deliver and provide their payment in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement.

### **Item 4. Subscription Payment Instructions.**

~~Eligible—~~ Holders ~~who~~ of Allowed Prepetition Secured Loan Claims that made a Subscription Election and are not Backstop Commitment Parties must ~~make~~ coordinate and/or arrange for payment of the Aggregate 1145 DRO Purchase Price, the Aggregate 4(a)(2) DRO Purchase Price, the Aggregate 1145 ERO Purchase Price, and/or the Aggregate 4(a)(2) ERO Purchase Price for any Subscription Elections, as calculated in accordance with the Election Spreadsheet, to the Election Agent ONLY in accordance with the following instructions:

#### ***DRO Wire Instructions:***

Bank Name:	[●]
Bank Address:	[●]
ABA/Routing No.:	[●]

SWIFT (for international wires):	[●]
Account Name:	[●] as Agent for [Air Methods Corporation DRO Subscription Account]
Account No.:	[●]
Reference:	<i>Insert Epiq ID from bottom of Election Form; if no Epiq ID is shown, please use the last four digits of the TIN of the first entity listed in the Election Spreadsheet</i>

**ERO Wire Instructions:**

Bank Name:	[●]
Bank Address:	[●]
ABA/Routing No.:	[●]
SWIFT (for international wires):	[●]
Account Name:	[●] as Agent for [Air Methods Corporation ERO Subscription Account]
Account No.:	[●]
Reference:	<i>Insert Epiq ID from bottom of Election Form; if no Epiq ID is shown, please use the last four digits of the TIN of the first entity listed in the Election Spreadsheet</i>

**Item 5. Wire Refund.**

Any ~~Eligible-H~~holder of an Allowed Prepetition Secured Loan Claim making a Subscription Election (and/or any affiliate designee that is making any payment in respect of any such Subscription Election) MUST provide ~~their~~its wire refund details in the Election Spreadsheet in case any refund is needed.

**Item 6. Term Loan Delivery Information.**

The Debtors intend that any Exit Term Loans will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans. Additional “KYC” details for any new party may be needed by the administrative agent. Please include any relevant details in the Election Spreadsheet.

**Item 7. Registration Details for New Interests.**

The Debtors intend that the New Interests will be issued ~~by Reorganized Parent~~ in book-entry form on the books and records of the transfer agent directly to each applicable ~~Eligible H~~holder ~~or its~~of an Allowed Prepetition Secured Loan Claim or its affiliate designee(s) and such ~~Eligible-H~~holder or its affiliate designee(s) will be the holder of record.

Please indicate in the Election Spreadsheet the registration details for each party, regardless of whether ~~or not an election has been made~~ such party has elected the Equity Cash-Out Option. For information, the following details must be provided in the Election Spreadsheet for each ~~lender~~ entity holder of an Allowed Prepetition Secured Loan Claim (and/or its affiliate designee(s)) to receive New Interests under the Plan (including in connection with the Rights Offerings):

<i>Registration Name</i>	<i>Telephone;</i>
<i>Address;</i>	<i>Email;</i>
<i>City;</i>	<i>State;</i>
<i>Postal Code;</i>	<i>Country;</i>
<i>U.S. Federal Tax EIN/SSN (if applicable);</i>	
<i>Indicate if non-U.S. person</i>	<i>Indicate if U.S. person</i>
<i>and provide appropriate IRS Form W-8); <u>or</u></i>	<i>and provide IRS Form W-9</i>

You MUST Indicate Account Type from the drop-down menu in Election Spreadsheet. Categories include the following:

- **INDIVIDUAL ACCOUNT;**
- **IRA ACCOUNT;**
- **CORPORATIONS (S-CORP):** (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO., COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);
- **PARTNERSHIP:** (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);
- **BANK;**
- **NOMINEE ACCOUNTS;**
- **C-CORP;**
- **NON-PROFIT:** (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);
- **FIDUCIARY ACCOUNT:** (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX, FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER TO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRANT (GRANTOR ANNUITY TRUST));
- **TENANTS IN COMMON;**
- **TENANTS BY ENTIRETY:** (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);
- **JOINT TENANTS:** (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or
- **COMMUNITY PROPERTY:** (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).



**Item 8. Disclosures, Requirements, and Certifications for 4(a)(2) DRO and 4(a)(2) ERO participants.**

Any ~~Eligible-H~~holder of an Allowed Prepetition Secured Loan Claim exercising Subscription Rights in the 4(a)(2) DRO and/or 4(a)(2) ERO **MUST** review and submit the disclosures, requirements, certifications and questionnaire included in Exhibit A hereto. The relevant responses must be included in the Election Spreadsheet.

Any ~~Eligible-H~~holder of an Allowed Prepetition Secured Loan Claim (other than the Backstop Commitment Parties) that does not timely complete and submit Exhibit A (including on behalf of any affiliate designee) will not be eligible to participate in the 4(a)(2) DRO and/or the 4(a)(2) ERO.

**Item 9. Citizenship Declaration.**

The Citizenship Declaration is included in Exhibit B hereto. The relevant responses **MUST** be included in the Election Spreadsheet.

All ~~Eligible-H~~holders of Allowed Prepetition Secured Loan Claims or their affiliate designees **MUST** timely complete and submit the Citizenship Declaration in order to be eligible to receive their New Interests in the form of New Common Stock. In accordance with the Omnibus Procedures, any ~~Eligible-H~~holder of an Allowed Prepetition Secured Loan Claim (and/or any affiliate designee(s)) that does not validly and timely furnish the Citizenship Declaration (together with any other ~~required~~Requisite dDocumentation) to the Debtors or ~~Reorganized Parent in accordance with these Citizenship Declaration Procedures, or~~ if the Citizenship Declaration has been rejected by the Debtors ~~or Reorganized Parent~~, in their reasonable discretion and within a reasonable period of time after submission, such ~~Eligible-H~~holder (and/or any affiliate designee(s)) will be considered a Non-U.S. Citizen ~~for purposes of the DOT Procedures; provided, however, that a failure to deliver a Citizenship Declaration shall not in and of itself prevent such party from receiving~~ and shall be entitled to receive its ratable share of New Common Stock ~~(only to the extent that there is capacity for purposes of~~ available subject to the Cap Amount and DOT Rules Compliance and/or Non-U.S. Citizens to receive DOT Warrants in lieu of New Common Stock ~~in accordance with the provisions of the Purchase Commitment and Backstop Agreement) or DOT Warrants such party is otherwise entitled to under the Plan, of which there can be no guarantee.~~

Any ~~Eligible-H~~holders ~~who~~of Allowed Prepetition Secured Loan Claims that wish to designate ~~an~~one or more affiliates to receive any or all of their New Interests must provide the required information where indicated in the Election Spreadsheet, including any such ~~affiliate~~-designee's information, and (subject to the preceding paragraph) provide the Citizenship Declaration and the Election Form in accordance with the Omnibus Procedures on behalf of any such ~~affiliate~~-designee.

**Item 10. Certification and Signature.**

The undersigned hereby certifies that (a) the undersigned was the beneficial holder of the Allowed Prepetition Secured Loan Claim above as of the date hereof, or the authorized signatory (the "Authorized Signatory") of such beneficial holder acting on behalf of such ~~H~~holder, (b) the

~~Eligible H~~older has reviewed a copy of the Plan, the Disclosure Statement, and the Omnibus Procedures, (c) the ~~Eligible H~~older understands that the exercise of any Subscription Rights is subject to all of the terms and conditions set forth in the Plan, the Omnibus Procedures, and, if applicable, the Purchase Commitment and Backstop Agreement, and (d) the relevant responses in the Election Spreadsheet, in response to the Accredited Investor Questionnaire included in Exhibit A hereto, and the Citizenship Declaration included in Exhibit B hereto are true and accurate.

The ~~Eligible H~~older of an Allowed Prepetition Secured Loan Claim (or the Authorized Signatory on behalf of such ~~Eligible H~~older) acknowledges that, by executing this Election Form, the ~~Eligible H~~older named below (1) has made all of the elections set forth in the Election Spreadsheet and (2) will be bound to pay the Aggregate 1145 DRO Purchase Price, Aggregate 4(a)(2) DRO Purchase Price, Aggregate 1145 ERO Purchase Price and/or Aggregate 4(a)(2) ERO Purchase Price to which it has subscribed and that it may be liable to the Debtors to the extent of any nonpayment.

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

Name of ~~Eligible H~~older: \_\_\_\_\_

U.S. Federal Tax EIN/SSN: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

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

#### **Item 11. Delivery Information.**

Please deliver the completed Election Form and Election Spreadsheet (with the applicable IRS Forms W-9 or W-8, as applicable, including for any affiliate designee) via email ~~in~~ with password-protected attachments to the Election Agent to:

**Registration@epiglobal.com (please reference “Air Methods” in the subject line).**

The Election Agent intends to confirm receipt of each email delivery in due course. If you do not receive a timely confirmation, please send an email *without attachments* to request assistance.

**Delivery of the Election Form and Election Spreadsheet to any person other than the Election Agent as detailed above does not constitute valid delivery.**

<p><b>The Election Deadline is 5:00 p.m. New York City Time on December 6, 2023.</b></p>
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**EXHIBIT A**

~~**EXHIBIT A**~~

~~**Eligible**~~ Holder Certifications for each Rights Offering

1. **4(a)(2)** Eligible Holder Certifications for the 4(a)(2) DRO and the 4(a)(2) ERO.

IN ORDER TO PARTICIPATE IN THE 4(A)(2) DRO AND/OR THE 4(A)(2) ERO, YOU MUST COMPLETE THIS QUESTIONNAIRE FOR EACH ~~ELIGIBLE~~ HOLDER OF ALLOWED PREPETITION SECURED LOAN CLAIMS AND FOR EACH RECIPIENT OF THE NEW INTERESTS DESIGNATED BY THE ~~ELIGIBLE~~ SUCH HOLDER, IF ANY.

**4(a)(2)** Eligible Holders or affiliate designees participating in the 4(a)(2) DRO and/or 4(a)(2) ERO are required to (i) be either (A) a “qualified institutional buyer” as such term is defined in Rule 144A of the Securities Act of 1933, as amended (the “Act”) or (B) ~~is~~ an institutional “accredited investor” as such term is defined in Rule 501(a)(1), (2), (3), or (7) of Regulation D of the Act and (ii) certify that any 4(a)(2) Rights Offering Securities are being acquired for its own account.

Accordingly, each 4(a)(2) Eligible Holder making the 4(a)(2) DRO Subscription Election and/or the 4(a)(2) ERO Subscription Election must complete the questionnaire shown below via the Election Spreadsheet for each such 4(a)(2) Eligible Holder and/or each affiliate designee of such 4(a)(2) Eligible Holder.

**ACCREDITED INVESTOR QUESTIONNAIRE**

4(a)(2) Eligible Holders

IN ORDER FOR 4(a)(2) ELIGIBLE HOLDERS TO PARTICIPATE IN THE 4(A)(2) DRO AND/OR THE 4(A)(2) ERO, SUCH 4(A)(2) ELIGIBLE HOLDERS MUST CERTIFY THE INFORMATION ON THIS ACCREDITED INVESTOR QUESTIONNAIRE IN THE ELECTION SPREADSHEET. ANY ~~BENEFICIAL OWNER~~ HOLDER OF ALLOWED PREPETITION SECURED LOAN CLAIMS OR ITS AFFILIATE DESIGNEE THAT INDICATES “NO” IN QUESTION 1 BELOW IS NOT ELIGIBLE TO PARTICIPATE IN THE

**QUESTION**

**Mark one (but not more than one) answer of either “Yes” or “No” in response to the following question in the Election Spreadsheet:**

1. As of the Rights Offerings Record Date, is the holder of Allowed Prepetition Secured Loan Claims submitting this Election Form (and/or its affiliate designee(s)) a Qualified Institutional Buyer or an Institutional Accredited Investor and is such holder (and/or its affiliate designee(s)) acquiring the 4(a)(2) Rights Offering Securities for its own account?

**If you marked “Yes” in the Election Spreadsheet in response to this question, please indicate in the Election Spreadsheet which category the holder (and/or its affiliate designee(s)) falls under (e.g., Qualified Institutional Buyer or Institutional Accredited Investor under clauses (1), (2), (3) or (7) of the definition of Institutional Accredited Investor below).**

4(A)(2) DRO OR THE 4(A)(2) ERO.

**“Qualified Institutional Buyer”** means:

(i) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity:

(A) Any insurance company as defined in section 2(a)(13) of the Act;

(B) Any investment company registered under the Investment Company Act or any business development company as defined in section 2(a)(48) of that Act;

(C) Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958 or any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;

(D) Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(E) Any employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(F) Any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (a)(1)(i)(D) or (E) of this section, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(G) Any business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(H) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in section 3(a)(2) of the Act or a savings and loan association or other institution referenced in section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership, limited liability company, or Massachusetts or similar business trust;

(I) Any investment adviser registered under the Investment Advisers Act; and

(J) Any institutional accredited investor, as defined in rule 501(a) under the Act, of a type not listed in paragraphs (a)(1)(i)(A) through (I) or paragraphs (a)(1)(ii) through (vi).

(ii) Any dealer registered pursuant to section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer,

*provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer;*

(iii) Any dealer registered pursuant to section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;

(iv) Any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. Family of investment companies means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), ~~P~~provided ~~T~~that, for purposes of this section:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(v) Any entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; and

(vi) Any bank as defined in section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under the Rule in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

**Institutional "Accredited Investor"** (pursuant to Rule 501(1), (2), (3) or (7) promulgated under the Act) means any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission

under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000; and

(7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).

**• — QUESTION**

- — Mark one (but not more than one) answer of either “Yes” or “No” in response to the following question in the Election Spreadsheet:**

2. ~~1. As of the Distribution Record Date, is the beneficial owner submitting this Election Form a Qualified Institutional Buyer or an Institutional Accredited Investor and is the Beneficial Owner acquiring the 4(a)(2) Rights Offering Securities for its own account?~~

- — If you marked “Yes” in the Election Spreadsheet in response to the question, please indicate in the Election Spreadsheet which category the Beneficial Owner falls under (e.g., Qualified Institutional Buyer or Institutional Accredited Investor under clauses (1), (2), (3) or (7) of the definition of “Institutional Accredited Investor” above).**

**EXHIBIT B**

**CITIZENSHIP DECLARATION**

For the purposes of this declaration:

- i. A U.S. Citizen Share is a share of New Common Stock legally or beneficially owned by a U.S. citizen; and
- ii. A U.S. citizen means (a) an individual who is a citizen of the U.S.; (b) a partnership in which each partner is a U.S. citizen; (c) a corporation which (i) is organized under the laws of the United States or one of its states or territories, (ii) has a U.S. citizen as its President, (iii) two-thirds or more of its board of directors and other managing officers are U.S. citizens, (iv) at least 75 percent of its voting stock is owned or controlled by U.S. citizens and (subject to the Open-Skies note below) at least 51 percent of its total equity is owned or controlled by U.S. citizens, and (v) is under the actual control of U.S. citizens.

In regard to ii above, please note:

**“Partnership”** includes general partnerships, limited partnerships (LPs), and limited liability companies (LLCs) whose internal governance is analogous to a partnership’s governance.

**“Corporation,”** in addition to its usual meaning, includes LLCs whose internal governance is analogous to a corporation’s governance.

**“Open-Skies”** means ownership interests held legally or beneficially by citizens of countries with which the United States does not have a liberal aviation trade relationship (known as an “open-skies” relationship) may not exceed 25% individually or in the aggregate. A list of countries with which the United States has open-skies agreements is available at [www.transportation.gov/policy/aviation-policy/open-skies-agreements-being-applied](http://www.transportation.gov/policy/aviation-policy/open-skies-agreements-being-applied).

**“Actual Control”** includes all forms of control, whether actual or potential and whether exercised or not exercised.

**U.S. CITIZENSHIP DECLARATION**

**To complete this Declaration:**

- a. Select one (but not more than one) of box A, box B, box C, or box D, as appropriate, and mark in the Election Spreadsheet; and
- b. Review the Certifications in the Election Form; [and sign the Election Form](#). A signature of the Election Form is required to transmit the Citizenship Declaration.
  - A I declare that I am an individual person who is a U.S. citizen and that the shares of New Common Stock to be registered in my name will be “U.S. Citizen Shares.”
  - B I/We declare that I am/we are partner(s) in a partnership (as defined above) organized



and existing under the laws of the United States or one of its states or territories, that each partner in the partnership is a U.S. citizen as defined above, and that the shares of New Common Stock to be registered in the partnership's name will be "U.S. Citizen Shares."

- C We declare that we are a corporation (as defined above) which ~~(i) is organized under the laws of the United States or one of its states or territories; (ii) has a U.S. citizen as its President; (iii) two thirds or more of its board of directors and other managing officers are U.S. citizens; (iv) at least 75 percent of its voting stock is owned or controlled by U.S. citizens and (subject to the Open Skies note above) at least 51 percent of its total equity is owned or controlled by U.S. citizens; and (v) is under the actual control of U.S. citizens (all as defined and explained above); and that the shares of New Common Stock to be registered in the corporation's name will be "U.S. Citizen Shares."~~ is a U.S. citizen (as defined above).
- D If I am an individual person who is not a U.S. citizen and therefore have not selected box A, above, I declare that I am a citizen of the following country: *[insert details in spreadsheet]*. If we are a partnership, corporation, LLC or any other entity (other than an individual person) that is not a U.S. citizen and therefore have not selected box B or box C, above, we declare that the ultimate beneficial ownership of the majority of the outstanding voting interest in the partnership, corporation, LLC or other entity is held by an individual citizen or citizens of the following country: *[insert details in spreadsheet]*. (If majority of such ultimate beneficial ownership is not held by an individual citizen or citizens of any one country, please include a list specifying percentage of total outstanding voting interest by country of citizenship corresponding to individuals holding ultimate beneficial ownership.) By checking this box D, I/we understand that the shares of New Common Stock to be registered in my or the partnership's, corporation's, LLC's or other entity's name will not be "U.S. Citizen Shares."

## ADDITIONAL INFORMATION

Air Methods Corporation ("Air Methods Corp.") reserves the right to require a signed copy of the Power of Attorney or other documents establishing any agency relationship. Air Methods Corp. reserves the right to be supplied with such evidence or information as to any matters contained in this Declaration or as to any interest whatsoever held by any party ~~(the "Requisite Documentation")~~. Air Methods Corp. will refuse to register shares of New Common Stock if such further evidence is not provided and will issue DOT Warrants in lieu of such shares of New Common Stock to the extent permitted by law. If you are in any doubt as to how to complete this Declaration or as to the definition of U.S. Citizen or U.S. Citizen Shares, you should consult your legal representative or other professional adviser. The registration of shares of New Common Stock following the completion of this Declaration and, where relevant, the provision by the shareholder of such other evidence or information as Air Methods Corp. may have required prior to such registration is without prejudice to the ability of Air Methods Corp. to exercise any or all of the powers exercisable by it pursuant to the New Corporate Governance Documents.

**Exhibit C**

**Revised Noteholder Election Procedures**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**In re:**

**AIR METHODS CORPORATION,  
*et al.*,**

**Debtors.<sup>1</sup>**

§  
§  
§  
§  
§  
§  
§  
§  
§

**Chapter 11**

**Case No. 23-90886 (MI)**

**(Jointly Administered)**

**PROCEDURES FOR HOLDERS OF  
PREPETITION UNSECURED NOTES (CLASS 7)  
TO MAKE EQUITY CASH-OUT OPTION ELECTION AND  
PROVIDE CITIZENSHIP DECLARATION AND REGISTRATION FORM**

Air Methods Corporation and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors-in-possession (collectively, the “**Debtors**”), are seeking to implement a proposed restructuring pursuant to the *Joint Prepackaged Chapter 11 Plan of Air Methods Corporation and Its Affiliated Debtors*, which was filed on October 24, 2023 (Docket No. 16) (as may be further amended, supplemented, or otherwise modified in accordance with its terms, the “**Plan**”).<sup>2</sup> You are receiving these procedures (the “**Noteholder Election Procedures**”) and the corresponding Election Form for Prepetition Unsecured Note Claims (Class 7) (the “**Noteholder Election Form**”) because you are a holder of Prepetition Unsecured Note Claims in Class 7 under the Plan. The Plan treatment for the Class 7 Prepetition Unsecured Note Claims is as follows:

On or as soon as reasonably practicable after the Plan Effective Date, pursuant to the Restructuring Transactions, each holder of an Allowed Prepetition Unsecured Note Claim shall receive from Reorganized AMC, in full and final satisfaction, settlement, release, and discharge of such Allowed Prepetition Unsecured Note Claim, subject to the DOT Procedures, its Pro Rata share of: (i) the Prepetition

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Air Methods Corporation (5893), ASP AMC Holdings, Inc. (3873), ASP AMC Intermediate Holdings, Inc. (2677), Air Methods Telemedicine, LLC (2091), United Rotorcraft Solutions, LLC (2763), Mercy Air Service, Inc. (0626), LifeNet, Inc. (3381), Rocky Mountain Holdings, L.L.C. (3822), Air Methods Tours, Inc. (4178), Tri-State Care Flight, L.L.C. (5216), Advantage LLC (2762), Enchantment Aviation, Inc. (5198), Native Air Services, Inc. (8798), Native American Air Ambulance, Inc. (8800), AirMD, LLC (1368), Midwest Corporate Air Care, LLC (N/A). The Debtors’ mailing address is 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan, and if not defined in the Plan, shall have the meanings ascribed to such terms in the Disclosure Statement (as defined in the Plan) or the Purchase Commitment and Backstop Agreement (as defined in the Plan).

Unsecured Note Claims Recovery Pool;<sup>3</sup> (ii) the New Tranche 1 Warrants; and (iii) the New Tranche 2 Warrants; *provided* that each holder of an Allowed Prepetition Unsecured Note Claim shall have the option to elect to exercise the Equity Cash-Out Option, in accordance with the Plan.

These Noteholder Election Procedures are being provided to holders of Prepetition Unsecured Note Claims (Class 7) with respect to the following required elections and certifications (each described in more detail below): (i) the Equity Cash-Out Option; and (ii) the Citizenship Declaration and Registration Form, which is attached as Exhibit A to the Noteholder Election Form (the “**Citizenship Declaration and Registration Form**”), necessary for a holder (or its affiliate designee on behalf of such holder) to receive its Pro Rata share of the Prepetition Unsecured Note Claims Recovery Pool.

**All holders of Prepetition Unsecured Notes must (i) arrange for their bank, broker or other financial institution (each, a “DTC Participant”) to deliver their Prepetition Unsecured Notes via The Depository Trust Company’s Automated Tender Offer Program (“ATOP”) on or before December 6, 2023 at 5:00 p.m. New York City Time (the “Election Deadline”), and (ii) submit a completed Citizenship Declaration and Registration Form including the relevant “Voluntary Offer Instruction” (“VOI”) Number(s)<sup>4</sup> on or before December 7, 2023 at 11:59 p.m. New York City Time. In addition, any holder of Prepetition Unsecured Notes that wishes to designate one or more affiliates to receive any or all of its New Interests must provide the relevant VOI Number(s) to such designee and arrange for such designee to return the Citizenship Declaration and Registration Form in accordance with these Noteholder Election Procedures.**

#### **Item 1 – Equity Cash-Out Option:**

In accordance with the Plan, in lieu of receiving New Interests under the Plan, each holder of an Allowed Prepetition Unsecured Note Claim is entitled to irrevocably elect to receive all or a portion of its distribution of New Interests to be received in satisfaction of its Allowed Prepetition Unsecured Note Claim (on account of the Prepetition Unsecured Note Claims Recovery Pool) in Cash (such option, the “**Equity Cash-Out Option**”), consistent with the terms and conditions of the Plan and these Noteholder Election Procedures. The total amount of Cash available for the Equity Cash-Out Option shall be capped at the Adjusted Private Placement Amount<sup>5</sup> for all Entities entitled to participate in the Equity Cash-Out Option (including holders of Allowed Prepetition Secured Loan Claims and the DRO Backstop Commitment Parties). Each holder of an Allowed Prepetition Unsecured Note Claim that participates in the Equity Cash-Out Option will receive

<sup>3</sup> *Prepetition Unsecured Note Claims Recovery Pool* means 2.0% of the New Interests, subject to the DOT Procedures and dilution by: (i) the ERO Interests; (ii) New Common Stock issued upon the exercise of the New Warrants; and (iii) New Common Stock issued on account of the Management Incentive Plan.

<sup>4</sup> A VOI Number is applied by the ATOP system to each unique submission, and must be obtained from the DTC Participant that delivered the Prepetition Unsecured Notes via ATOP.

<sup>5</sup> *Adjusted Private Placement Amount* is equal to the Cash proceeds of the Private Placement (as defined in and in accordance with the Purchase Commitment and Backstop Agreement), reduced on a dollar-for-dollar basis by the amount of the ERO.

Cash on account of its Cashed-Out Equity Interests<sup>6</sup> in an amount equal to 90% of the value of such Cashed-Out Equity Interests. The consummation of the Equity Cash-Out Option is conditioned on consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and these Noteholder Election Procedures.

Each holder entitled to participate in the Equity Cash-Out Option pursuant to the Plan that validly and timely submits such an election shall receive its pro rata share of the Equity Cash-Out Amount<sup>7</sup> based on the proportion of New Interests under the Plan that such holder elects not to receive relative to the aggregate number of all holders' elections thereof. If after giving effect to each of the validly and timely received elections, the aggregate value of the Cashed-Out Equity Interests is such that the Cash payable on account thereof would exceed the Adjusted Private Placement Amount, each electing holder's election shall be deemed to be reduced ratably across all electing holders entitled to participate in the Equity Cash-Out Option (including holders of Allowed Prepetition Secured Loan Claims and the DRO Backstop Commitment Parties), and such holders shall receive New Interests in lieu of Cash, in an amount corresponding to such reduction.

**To receive your share of the Equity Cash-Out Amount, you must validly and timely submit an election to receive Cash in lieu of receiving New Interests under the Plan by December 6, 2023 at 5:00 p.m. New York City Time, in accordance with these Noteholder Election Procedures, as outlined further below. Even if you do not intend to elect the Equity Cash-Out Option, you must make an Election and deliver your Prepetition Unsecured Notes to ATOP in accordance with the instructions herein.**

## **Item 2 – Citizenship Declaration and Registration Form:**

Federal laws and regulations, including rules and regulations promulgated by the U.S. Department of Transportation (“DOT”) and the Federal Aviation Administration (“FAA”) and their practices enforcing, administering, and interpreting such laws, statutes, rules, and regulations relating to the ownership and operation of air carriers, place limitations on the ownership by persons that are not U.S. citizens of companies, such as the Debtors, that are air carriers. In accordance with these laws and regulations, the Plan provides that persons that do not qualify as a “citizen of the United States,” as the term is defined in Section 40102(a)(15) of Title 49 of the United States Code and any successor statutes thereto, together with the rules and regulations promulgated thereunder by the DOT and FAA and their practices enforcing, administering, and interpreting such laws, statutes, rules, and regulations, in each case as amended or supplemented from time to time, relating to the ownership of an air carrier and the operation of aircraft registered in the United States (a “Non-U.S. Citizen”), shall receive DOT Warrants in lieu of New Common

<sup>6</sup> **Cashed-Out Equity Interests** means New Interests distributed (i) under the Plan on account of the Prepetition Secured Loan Claims Equity Distribution, (ii) under the Plan on account of the Prepetition Unsecured Note Claims Recovery Pool, and (iii) in exchange for DRO Interests, in each case, that a Prepetition Secured Party or Prepetition Unsecured Noteholder, as applicable, elects to exchange for Cash pursuant to the terms of the Equity Cash-Out Option.

<sup>7</sup> **Equity Cash-Out Amount** means an amount of Cash per Cashed-Out Equity Interest, in an aggregate amount up to the Adjusted Private Placement Amount.

Stock as allocated consistent with the terms of the Purchase Commitment and Backstop Agreement and the Plan. The Debtors and the Reorganized Parent could lose their eligibility to own a U.S. air carrier and operate aircraft registered in the United States if Non-U.S. Citizens were to own or control, directly or indirectly, in the aggregate, in excess of (i) 24.9% (or such other maximum percentage as applicable legislation hereafter provides) of all outstanding New Common Stock, and (ii) to the extent not prohibited by the DOT Rules Compliance, 49.0% of all outstanding New Common Stock; provided, that regardless of any conversion of DOT Warrants, in no event shall Non-U.S. Citizens that are not citizens of a country that is party to an “Open Skies” agreement with the United States (which countries are listed at <https://www.transportation.gov/policy/aviation-policy/open-skies-agreements-being-applied>) be entitled to own in the aggregate more than 24.9% of the New Common Stock (clauses (i) and (ii), as applicable, the “**Cap Amount**”).

Any holder of Prepetition Unsecured Notes (or its affiliate designee on behalf of such holder) that (i) does not elect the Equity Cash-Out Option, (ii) provides a Citizenship Declaration and Registration Form and any other documentation as the Debtors deem advisable to fulfill the purpose or implement the provisions of the Reorganized Parent’s Certificate of Incorporation in order to maintain DOT Rules Compliance (the “**Requisite Documentation**”), and (iii) is determined by the Debtors in their reasonable discretion to be a U.S. Citizen, shall receive New Common Stock as set forth in the Plan.

If a holder of Prepetition Unsecured Notes (or its designee on behalf of such holder) does not validly and timely submit the Citizenship Declaration and Registration Form (together with any other Requisite Documentation) to the Debtors in accordance with these Noteholder Election Procedures, or if the Citizenship Declaration and Registration Form has been rejected by the Debtors, in their reasonable discretion and within a reasonable period of time after submission, such holder will be considered a Non-U.S. Citizen for purposes of the DOT Procedures; *provided, however*, that a failure to deliver a Citizenship Declaration and Registration Form shall not in and of itself prevent such party from receiving New Common Stock (to the extent there is capacity for purposes of DOT Rules Compliance for Non-U.S. Citizens to receive New Common Stock in accordance with the provisions of the Purchase Commitment and Backstop Agreement) or DOT Warrants such party is otherwise entitled to under the Plan. In no event shall the total number of shares of New Common Stock held by all Persons that are Non-U.S. Citizens exceed the Cap Amount.

#### **Required Noteholder Election Options**

In order for a holder of Prepetition Unsecured Notes to receive its Pro Rata share of the Prepetition Unsecured Note Claims Recovery Pool in New Common Stock and/or Cash in lieu thereof, such holder must make one of the following election options (each, an “**Election**”) in accordance with these Noteholder Election Procedures:

**Option 1.** U.S. Citizen Equity Cash-Out Election to the extent Cash is available.

**Option 2.** U.S. Citizen New Common Stock Election.



**Option 3.** Non-U.S. Citizen Equity Cash-Out Election to the extent Cash is available.

**Option 4.** Non-U.S. Citizen New Interests Election, including New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and/or DOT Warrants.

*U.S. Citizens:* Holders of Prepetition Unsecured Notes that are U.S. Citizens must elect Option 1 or Option 2 by (i) arranging to submit their Prepetition Unsecured Notes to ATOP in accordance with the directions below and (ii) submitting the Citizenship Declaration and Registration Form included as Exhibit A to the Noteholder Election Form. Subject to review of the Citizenship Declaration by the Debtors, holders of Prepetition Unsecured Note Claims that are U.S. Citizens and validly and timely complete both steps will receive their Cash and/or New Common Stock in accordance with the Plan.

*Non-U.S. Citizens:* Holders of Prepetition Unsecured Notes that are Non-U.S. Citizens must elect Option 3 or Option 4 by (i) arranging to submit their Prepetition Unsecured Notes to ATOP in accordance with the directions below and (ii) submitting the Citizenship Declaration and Registration Form included as Exhibit A to the Noteholder Election Form. Subject to review of the Citizenship Declaration by the Debtors, holders that are Non-U.S. Citizens that validly and timely complete both steps will receive Cash and/or New Interests in accordance with the Plan.

As explained above, any holder of Prepetition Unsecured Notes that does not validly and timely submit the Citizenship Declaration and Registration Form in full will be considered a Non-U.S. Citizen for purposes of the DOT Procedures. Any holder of Prepetition Unsecured Notes that does not deliver its Prepetition Unsecured Notes to ATOP by the Election Deadline will be deemed to have *not* elected the Equity Cash-Out Option.

### **Noteholder Election Procedures**

All holders of Prepetition Unsecured Notes must make an Election by arranging for their DTC Participant to deliver their Prepetition Unsecured Notes via ATOP on or before the Election Deadline. Once a holder's Prepetition Unsecured Notes are tendered into ATOP, such Prepetition Unsecured Notes are "frozen" from any other trading or transfer, and once the Election Deadline has passed, such Prepetition Unsecured Notes may not be withdrawn from ATOP.

Once submitted to ATOP, the DTC Participant should provide the holder with the VOI Number(s) for such holder's submitted Prepetition Unsecured Notes. The VOI Number(s) must then be inserted in the Citizenship Declaration and Registration Form where indicated in order to link the submitted Prepetition Unsecured Notes to the appropriate Citizenship Declaration and Registration Form.

The Citizenship Declaration and Registration Form must be submitted in accordance with these Noteholder Election Procedures. Holders may complete the Citizenship Declaration and Registration Form online or obtain a PDF copy by following the link at [https://epiqworkflow.com/cases/\[amh\]lregistration](https://epiqworkflow.com/cases/[amh]lregistration). A single form may be returned to the Election Agent via email to: [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (please reference "Air Methods" in the subject



line) with the Citizenship Declaration and Registration Form included as a password-protected attachment to that email. For entities with three or more accounts (for example a fund manager with multiple sub-funds), you may request a spreadsheet by emailing Registration@epiqglobal.com (with reference to “AMC Citizenship Spreadsheet” in the subject line).

**Each DTC Participant will determine the time by which it must receive any election instruction. Holders of Prepetition Unsecured Notes are encouraged to coordinate with their DTC Participant and provide sufficient time for such DTC Participant to tender such holder’s Prepetition Unsecured Notes into ATOP before the Election Deadline.**

**Holders of Prepetition Unsecured Notes should complete and return the Citizenship Declaration and Registration Form as directed in these Noteholder Election Procedures and the applicable form.**

By returning the Noteholder Election Form to a holder’s DTC Participant or otherwise following such holder’s DTC Participant’s instructions, such holder is requesting the DTC Participant to deliver such holder’s Prepetition Unsecured Notes via ATOP. Please allow sufficient time for a holder’s DTC Participant to act prior to the Election Deadline. An Election must be made as to all Prepetition Unsecured Notes held by each holder; *provided, however*, that each holder may elect the Equity Cash-Out Option as to all or a portion of the New Interests such holder is eligible to receive as its Pro Rata share of the Prepetition Unsecured Note Claims Recovery Pool.

### **Deadlines**

All holders of Prepetition Unsecured Notes must instruct their DTC Participant to deliver their Prepetition Unsecured Notes via ATOP before the Election Deadline (**December 6, 2023 at 5:00 p.m. New York City Time**).

**All holders of Prepetition Unsecured Notes must validly and timely submit the Citizenship Declaration and Registration Form and must include on such form the relevant VOI Number(s). The deadline for submission of the Citizenship Declaration and Registration Form is December 7, 2023 at 11:59 p.m. New York City Time.**

**Any holder of Prepetition Unsecured Notes that does not arrange for its DTC Participant to deliver its Prepetition Unsecured Notes and make an Election via ATOP by the Election Deadline will be deemed to have not elected the Equity Cash-Out Option.**

**Failure to cause delivery of Prepetition Unsecured Notes via ATOP before the Election Deadline and/or failure to validly complete (including partial completion) of the Citizenship Declaration and Registration Form may result in a holder of Prepetition Unsecured Notes being issued DOT Warrants in lieu of New Common Stock and/or may prevent or delay such holder from receiving its distribution of New Interests on or after the Plan Effective Date.**

The Equity Cash-Out Option is only available to holders of Prepetition Unsecured Notes that submit their Election by the Election Deadline and in accordance with the procedures detailed

herein. In order to receive New Interests as soon as reasonably practicable following the Plan Effective Date, all holders of Prepetition Unsecured Notes must make an Election by the Election Deadline and provide the Citizenship Declaration and Registration Form no later than **December 7, 2023 at 11:59 p.m. New York City Time.**

**Failure to Comply with these Noteholder Election Procedures**

The information provided below is intended to outline the various consequences for any holder of Prepetition Unsecured Notes that fails to (i) timely tender their Prepetition Unsecured Notes via ATOP on or before the Election Deadline, and/or (ii) validly and timely submit a completed Citizenship Declaration and Registration Form on or before **December 7, 2023 at 11:59 p.m. New York City Time.**

- Holders that (i) tender their Prepetition Unsecured Notes via ATOP prior to the Election Deadline and (ii) validly and timely submit a completed Citizenship Declaration and Registration Form, will be eligible to receive their Cash and/or New Interests on or as soon as reasonably practicable after the Plan Effective Date.
- Holders that tender their Prepetition Unsecured Notes via ATOP prior to the Election Deadline and elect the Equity Cash-Out Option, but fail to validly and timely submit a completed Citizenship Declaration and Registration Form will be eligible to receive their pro rata share of the Equity Cash-Out Amount, but will not be eligible to receive any New Interests until a validly completed Citizenship Declaration and Registration Form is submitted.
- Holders that validly and timely submit a completed Citizenship Declaration and Registration Form, but fail to tender their Prepetition Unsecured Notes via ATOP prior to the Election Deadline, will not be eligible to elect the Equity-Cash Out Option and will not receive their New Interests until additional steps are taken after the Plan Effective Date, as described below.
- Holders that fail to tender their Prepetition Unsecured Notes via ATOP prior to the Election Deadline and fail to validly and timely submit a completed Citizenship Declaration and Registration Form will not be eligible to elect the Equity-Cash Out Option and will not receive their New Interests until additional steps are taken after the Plan Effective Date, as described below.

All Prepetition Unsecured Notes will be cancelled on the Plan Effective Date. Following the Plan Effective Date, the Debtors will seek the cooperation of DTC to provide the Debtors with a list of DTC Participants holding Prepetition Unsecured Notes that were not submitted via ATOP (the “**Unsubmitted Notes**”). The Election Agent will (i) maintain a register of such DTC Participants and their positions in the Unsubmitted Notes and (ii) make available to such DTC Participants a “Nominee Certification Form” necessary to verify the ownership of each holder of Unsubmitted Notes.

Holders of Unsubmitted Notes have one year from the Plan Effective Date to request the registration of their New Interests (“**Registration Request**”). Any such Registration Request must

be accompanied by (i) a completed Citizenship Declaration and Registration Form and (ii) the submission by the DTC Participant of the Nominee Certification Form. Any Registration Requests will be processed on a periodic basis.

**Exhibit C-1**

**Redline of Noteholder Election Procedures**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**In re:**

**AIR METHODS CORPORATION,  
*et al.*,**

**Debtors.<sup>1</sup>**

§  
§  
§  
§  
§  
§  
§  
§

**Chapter 11**

**Case No. 23-90886 (MI)**

**(Jointly Administered)**

**PROCEDURES FOR HOLDERS OF  
PREPETITION UNSECURED NOTES ~~CLAIMS~~ (CLASS 7)  
TO MAKE EQUITY CASH-OUT OPTION ELECTION  
AND**

**-PROVIDE CITIZENSHIP DECLARATION AND REGISTRATION FORM**

Air Methods Corporation and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors-in-possession (collectively, the “**Debtors**”), are seeking to implement a proposed restructuring pursuant to the *Joint Prepackaged Chapter 11 Plan of Air Methods Corporation and Its Affiliated Debtors*, which was filed on October 24, 2023 (Docket No. 16) (as may be further amended, supplemented, or otherwise modified in accordance with its terms, the “**Plan**”).<sup>2</sup> You are receiving these procedures (the “**Noteholder Election Procedures**”) and the corresponding ~~e~~Election ~~f~~Form for Prepetition Unsecured Note Claims (Class 7) (the “**Noteholder Election Form**”) because you are a holder of Prepetition Unsecured Note Claims in Class 7 under the Plan. The Plan treatment for the Class 7 Prepetition Unsecured Note Claims is as follows:

On or as soon as reasonably practicable after the Plan Effective Date, pursuant to the Restructuring Transactions, each holder of an Allowed Prepetition Unsecured Note Claim shall receive from Reorganized AMC, in full and final satisfaction, settlement, release, and discharge of such Allowed Prepetition Unsecured Note Claim, subject to the DOT Procedures, its Pro Rata share of: (i) the Prepetition

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Air Methods Corporation (5893), ASP AMC Holdings, Inc. (3873), ASP AMC Intermediate Holdings, Inc. (2677), Air Methods Telemedicine, LLC (2091), United Rotorcraft Solutions, LLC (2763), Mercy Air Service, Inc. (0626), LifeNet, Inc. (3381), Rocky Mountain Holdings, L.L.C. (3822), Air Methods Tours, Inc. (4178), Tri-State Care Flight, L.L.C. (5216), Advantage LLC (2762), Enchantment Aviation, Inc. (5198), Native Air Services, Inc. (8798), Native American Air Ambulance, Inc. (8800), AirMD, LLC (1368), Midwest Corporate Air Care, LLC (N/A). The Debtors’ mailing address is 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan, and if not defined in the Plan, shall have the meanings ascribed to such terms in the Disclosure Statement (as defined in the Plan) or the Purchase Commitment and Backstop Agreement (as defined in the Plan).

Unsecured Note Claims Recovery Pool;<sup>3</sup> (ii) the New Tranche 1 Warrants; and (iii) the New Tranche 2 Warrants; *provided* that each holder of an Allowed Prepetition Unsecured Note Claim shall have the option to elect to exercise the Equity Cash-Out Option, in accordance with the Plan.

These ~~Equity Cash-Out~~ Noteholder Election ~~process for~~ Procedures are being provided to holders of Prepetition Unsecured Note Claims ~~incorporates both~~ (Class 7) with respect to the following required elections and certifications (each described in more detail below): (i) the Equity Cash-Out Option; and (ii) the Citizenship Declaration and Registration Form, which is attached as Exhibit A to the Noteholder Election Form (the “Citizenship Declaration and Registration Form”). necessary for a holder (or its affiliate designee on behalf of such holder) to receive its ~~p~~Pro ~~r~~Rata share of the Prepetition Unsecured Note Claims Recovery Pool. ~~The citizenship declaration (the “Citizenship Declaration”) is included as Part I of Exhibit A to the Noteholder Election Form and Part II of such Exhibit A includes the required registration form (the “Registration Form”).~~

~~Any~~ All holders of Prepetition Unsecured Notes ~~Claims who wishes to designate an affiliate to receive its New Interests must~~ (i) arrange ~~with~~for their bank, broker or other financial institution (each, a “DTC Participant”) to deliver their Prepetition Unsecured Notes via ~~ATOP, (ii) The Depository Trust Company’s Automated Tender Offer Program (“ATOP”) on or before December 6, 2023 at 5:00 p.m. New York City Time (the “Election Deadline”), and (ii) submit a completed Citizenship Declaration and Registration Form including the relevant “Voluntary Offer Instruction” (“VOI”) Number(s)<sup>4</sup> on or before December 7, 2023 at 11:59 p.m. New York City Time. In addition, any holder of Prepetition Unsecured Notes that wishes to designate one or more affiliates to receive any or all of its New Interests must~~ provide the relevant VOI Number(s) to such ~~designated affiliate, and (iii) arrange for the~~such ~~designated affiliate~~ designated affiliate to return the Citizenship Declaration and Registration Form in accordance with these Noteholder Election Procedures.

~~To receive your share of the Equity Cash-Out Amount, you must validly and timely submit an election to receive Cash in lieu of receiving New Interests under the Plan by 10/1, 2023 at 5:00 p.m. prevailing Eastern Time, in accordance with these Noteholder Election Procedures, as outlined further below.~~

#### ~~The~~Item 1 – Equity Cash-Out Option:

<sup>3</sup> Prepetition Unsecured Note Claims Recovery Pool means 2.0% of the New Interests, subject to the DOT Procedures and dilution by: (i) the ERO Interests; (ii) New Common Stock issued upon the exercise of the New Warrants; and (iii) New Common Stock issued on account of the Management Incentive Plan.

<sup>4</sup> A VOI Number is applied by the ATOP system to each unique submission, and must be obtained from the DTC Participant that delivered the Prepetition Unsecured Notes via ATOP.

In accordance with the Plan, in lieu of receiving New Interests under the Plan, each holder of an Allowed Prepetition Unsecured Note Claim is entitled to irrevocably elect to receive all or a portion of its distribution of New Interests to be received in satisfaction of its Allowed Prepetition Unsecured Note Claim (on account of the Prepetition Unsecured Note Claims Recovery Pool) in Cash (such option, the “Equity Cash-Out Option”), consistent with the terms and conditions of the Plan and these ~~noteholder election procedures (the “Noteholder Election Procedures”)~~. The total amount of Cash available for the Equity Cash-Out Option shall be capped at the Adjusted Private Placement Amount<sup>5</sup> for all Entities entitled to participate in the Equity Cash-Out Option (including holders of Allowed Prepetition Secured Loan Claims and the DRO Backstop Commitment Parties) ~~entitled to~~. Each holder of an Allowed Prepetition Unsecured Note Claim that participates in the Equity Cash-Out Option will receive Cash on account of its Cashed-Out Equity Interests<sup>6</sup> in an amount equal to 90% of the value of such Cashed-Out Equity Interests. The consummation of the Equity Cash-Out Option is conditioned on consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and these Noteholder Election Procedures.

Each ~~Entity~~holder entitled to participate in the Equity Cash-Out Option pursuant to the Plan that validly and timely submits such an election shall receive its pro rata share of the Equity Cash-Out Amount<sup>7</sup> based on the proportion of New Interests under the Plan that such holder elects not to receive relative to the aggregate number of all holders’ elections thereof. If after giving effect to each of the validly and timely received elections, the aggregate value of the Cashed-Out Equity Interests is such that the Cash payable on account thereof would exceed the Adjusted Private Placement Amount, each electing holder’s election shall be deemed to be reduced ratably across all electing holders entitled to participate in the Equity Cash-Out Option (including holders of Allowed Prepetition Secured Loan Claims and the DRO Backstop Commitment Parties), and such holders shall receive New Interests in lieu of Cash, in an amount

**To receive your share of the Equity Cash-Out Amount, you must validly and timely submit an election to receive Cash in lieu of receiving New Interests under the Plan by December 6, 2023 at 5:00 p.m. New York City Time, in accordance with these Noteholder Election Procedures, as outlined further below. Even if you do not intend to elect the Equity Cash-Out Option, you must make an Election and deliver your Prepetition Unsecured Notes to ATOP in accordance with the instructions herein.**

<sup>5</sup> Adjusted Private Placement Amount is equal to the Cash proceeds of the Private Placement (as defined in and in accordance with the Purchase Commitment and Backstop Agreement), reduced on a dollar-for-dollar basis by the amount of the ERO.

<sup>6</sup> Cashed-Out Equity Interests means New Interests distributed (i) under the Plan on account of the Prepetition Secured Loan Claims Equity Distribution, (ii) under the Plan on account of the Prepetition Unsecured Note Claims Recovery Pool, and (iii) in exchange for DRO Interests, in each case, that a Prepetition Secured Party or Prepetition Unsecured Noteholder, as applicable, elects to exchange for Cash pursuant to the terms of the Equity Cash-Out Option.

<sup>7</sup> Equity Cash-Out Amount means an amount of Cash per Cashed-Out Equity Interest, in an aggregate amount up to the Adjusted Private Placement Amount.



corresponding to such reduction.

**Item 2 – Citizenship Declaration/~~DOT Procedures~~ and Registration Form:**

Federal laws and regulations, including rules and regulations promulgated by the U.S. Department of Transportation (“DOT”) and the Federal Aviation Administration (“FAA”) and their practices enforcing, administering, and interpreting such laws, statutes, rules, and regulations relating to the ownership and operation of air carriers, place limitations on the ownership by persons ~~who~~that are not U.S. citizens of companies, such as the Debtors, that are air carriers. In accordance with these laws and regulations, the Plan provides that persons ~~who~~that do not qualify as a “citizen of the United States,” as the term is defined in Section 40102(a)(15) of Title 49 of the United States Code and any successor statutes thereto, together with the rules and regulations promulgated thereunder by the DOT and FAA and their practices enforcing, administering, and interpreting such laws, statutes, rules, and regulations, in each case as amended or supplemented from time to time, relating to the ownership of an air carrier and the operation of aircraft registered in the United States (a “Non-U.S. Citizen”), shall receive DOT ~~W~~Warrants in lieu of New Common Stock as allocated consistent with the terms of the Purchase Commitment and Backstop Agreement and the Plan. The Debtors and the Reorganized Parent could lose their eligibility to own a U.S. air carrier and operate aircraft registered in the United States, if Non-U.S. Citizens were to own or control, directly or indirectly, in the aggregate, in excess of (i) 24.9% (or such other maximum percentage as applicable legislation hereafter provides) of all outstanding New Common Stock, and (ii) to the extent not prohibited by the DOT Rules Compliance, 49.0% of all outstanding New Common Stock; provided, that regardless of any conversion of DOT Warrants, in no event shall Non-~~U~~U.S. Citizens ~~who~~that are not citizens of a country that is party to ~~an~~an “Open Skies” agreement with the United States (which countries are listed at <https://www.transportation.gov/policy/aviation-policy/open-skies-agreements-being-applied>) be entitled to own in the aggregate more than 24.9% of the New Common Stock (clauses (i) and (ii), as applicable, the “Cap Amount”).

~~A~~Any holder of Prepetition Unsecured Notes ~~Claims~~Claims (or its affiliate designee on behalf of such holder) that (i) does not elect the Equity Cash-Out Option, (ii) provides a Citizenship Declaration and Registration Form and any other documentation as the Debtors deem ~~necessary~~advisable to fulfill the purpose or implement the provisions of ~~its~~the Reorganized Parent’s Certificate of Incorporation in order to maintain DOT Rules Compliance (the “Requisite Documentation”), and (iii) is determined by the Debtors in their reasonable discretion to be a U.S. Citizen, shall receive New Common Stock as set forth in the Plan.

If a holder of Prepetition Unsecured Notes ~~Claims~~Claims (or its designee on behalf of such holder) does not validly and timely ~~furnish~~submit the Citizenship Declaration and Registration Form (together with any other ~~required~~Requisite dDocumentation) to the Debtors in accordance with these Noteholder Election Procedures, or if the Citizenship Declaration and Registration Form has been rejected by the Debtors, in their reasonable discretion and within a reasonable period of time after submission, such holder will be considered a Non-U.S. Citizen for purposes of the DOT Procedures; *provided, however*, that a failure to deliver a Citizenship Declaration and Registration Form shall not in and of itself prevent such party from receiving New Common Stock (to the extent there is capacity for purposes of DOT Rules Compliance for Non-U.S.

Citizens to receive– New Common Stock in accordance with the provisions of the Purchase Commitment and Backstop Agreement) or DOT Warrants such party is otherwise entitled to under the Plan, ~~of which there can be no guarantee~~. In no event shall the total number of shares of New Common Stock held by all Persons ~~who~~that are Non-U.S. Citizens exceed the Cap Amount.

### **Required Noteholder Election Options**

In order for ~~an Eligible H~~holder of Prepetition Unsecured Notes to receive its ~~p~~Pro ~~r~~Rata share of the Prepetition Unsecured Note Claims Recovery Pool in New Common Stock and/or Cash in lieu thereof, such holder must make one of the following election options (each, an “**Election**”) in accordance with these Noteholder Election Procedures:

**Option 1.** U.S. Citizen Equity Cash-Out Election to the extent Cash is available.

**Option 2.** U.S. Citizen New Common Stock Election.

**Option 3.** Non-U.S. Citizen Equity Cash-Out Election to the extent Cash is available.

**Option 4.** Non-U.S. Citizen New Interests Election, including New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and/or DOT Warrants.

*U.S. Citizens:* Holders ~~who~~of Prepetition Unsecured Notes that are U.S. Citizens ~~may~~must elect Option 1 or Option 2 by (i) arranging to submit their Prepetition Unsecured Notes to ATOP in accordance with the directions below ~~for a U.S. Citizen,~~ and (ii) submitting the ~~attached~~–Citizenship Declaration and Registration Form ~~in full~~included as Exhibit A to the Noteholder Election Form. Subject to review of the Citizenship Declaration by the Debtors, holders of Prepetition Unsecured Note Claims ~~who~~that are U.S. Citizens and validly and timely complete both steps will receive their Cash and/or New Common Stock in accordance with the Plan.

*Non-U.S. Citizens:* Holders ~~who~~of Prepetition Unsecured Notes that are Non-U.S. Citizens ~~may~~must elect Option 3 or Option 4 by (i) arranging to submit their Prepetition Unsecured Notes to ATOP in accordance with the directions below ~~for a Non-U.S. Citizen,~~ and (ii) submitting ~~only~~–the Citizenship Declaration and Registration Form. ~~Holders who validly included as Exhibit A to the Noteholder Election Form. Subject to review of the Citizenship Declaration by the Debtors, holders that are Non-U.S. Citizens that validly and timely~~ complete both steps will receive Cash and/or New Interests in accordance with the Plan.

As explained above, any ~~Eligible H~~holder of Prepetition Unsecured Notes that does not validly and timely ~~furnish~~submit the Citizenship Declaration and Registration Form in full will be considered a Non-~~U~~U.S. Citizen for- purposes of the DOT Procedures ~~and~~. Any holder of Prepetition Unsecured Notes that does not deliver its Prepetition Unsecured Notes to ATOP by the Election Deadline will be deemed ~~not~~ to have ~~made~~not elected the Equity Cash-Out Option.

### **Noteholder Election Procedures**

All holders of Prepetition Unsecured Notes ~~Claims who wish to~~must make an Election ~~must instruct their bank, broker or other financial institution (each, a~~by arranging for their DTC Participant~~)~~ to deliver their Prepetition Unsecured Notes via ~~The Depository Trust Company's Automated Tender Offer Program ("ATOP")~~ on or before the ~~election deadline, which is 10/1, 2023 at 5:00 p.m. prevailing Eastern Time~~ (the "Election Deadline"). Once a holder's Prepetition Unsecured Notes are tendered into ATOP, such Prepetition Unsecured Notes are "frozen" from any other trading or transfer, and once the Election Deadline has passed, such Prepetition Unsecured Notes may not be withdrawn from ATOP.

Once submitted to ATOP, the DTC Participant should provide the holder with the ~~"Voluntary Offer Instruction" ("VOI")~~ Number(s) for such holder's submitted Prepetition Unsecured Notes. The VOI Number(s) must then be inserted in the Citizenship Declaration and Registration Form where indicated~~,~~ in order to link the submitted Prepetition Unsecured Notes to the appropriate Citizenship Declaration and Registration Form.

The Citizenship Declaration and Registration Form must be submitted in accordance with the se Noteholder Election Procedures. Holders may complete the Citizenship Declaration and Registration Form online or obtain a PDF copy by following the link at [https://epiqworkflow.com/cases/\[amh\]registration](https://epiqworkflow.com/cases/[amh]registration). A single form may be returned to the Election Agent via email to: [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (please reference "Air Methods" in the subject line) ~~and attach the password-protected~~with the Citizenship Declaration and Registration Form included as a password-protected attachment to that email. For entities with three or more accounts (for example a fund manager with multiple sub-funds), you may request a spreadsheet by emailing [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (with reference to "AMC Citizenship Spreadsheet" in the subject line).

**Each DTC Participant will determine the time by which it must receive any election instruction. Holders of Prepetition Unsecured Notes ~~Claims~~ are encouraged to coordinate with their DTC Participant and provide sufficient time for such DTC Participant to tender such holder's Prepetition Unsecured Notes into ATOP before the Election Deadline.**

**Holders of Prepetition Unsecured Notes ~~Claims~~ should complete and return the Citizenship Declaration and Registration Form as directed in these Noteholder Election Procedures and the applicable form.**

By returning the Noteholder Election Form to a holder's DTC Participant or otherwise following such holder's DTC Participant's instructions, such holder is requesting the DTC Participant to deliver such holder's Prepetition Unsecured Notes via ATOP. Please allow sufficient time for a holder's DTC Participant to act prior to the Election Deadline. ~~The Election should be made with respect~~An Election must be made as to all Prepetition Unsecured Notes held by each holder; provided, however, that each holder may elect the Equity Cash-Out Option as to all or a portion of the New Interests such holder is eligible to receive as its Pro Rata share of the Prepetition Unsecured Notes ~~held by you~~Claims Recovery Pool.

### Deadlines

All holders of Prepetition Unsecured Notes ~~Claims who wish to make an Election~~ must instruct their DTC Participant to deliver their Prepetition Unsecured Notes via ATOP before the Election Deadline (~~10:00 a.m. prevailing Eastern Time~~ December 6, 2023 at 5:00 p.m. prevailing Eastern New York City Time).

~~The deadline for submission of the Citizenship Declaration and Registration Form is at 11:59 p.m. prevailing Eastern Time on the Business Day following the Election Deadline. All electing Holders must submit the Citizenship Declaration and Registration Form, as applicable, or their Election will not be valid.~~

All holders of Prepetition Unsecured Notes must validly and timely submit the Citizenship Declaration and Registration Form and must include on such form the relevant VOI Number(s). The deadline for submission of the Citizenship Declaration and Registration Form is December 7, 2023 at 11:59 p.m. New York City Time.

Any holder of Prepetition Unsecured Notes that does not arrange for its DTC Participant to deliver its Prepetition Unsecured Notes and make an Election via ATOP by the Election Deadline will be deemed to have *not* elected the Equity Cash-Out Option.

Failure to cause delivery of Prepetition Unsecured Notes via ATOP before the Election Deadline and/or failure to validly complete (including partial completion) of the Citizenship Declaration and Registration Form may result in a holder of Prepetition Unsecured Notes being issued DOT Warrants in lieu of New Common Stock and/or may prevent or delay such holder from receiving its distribution of New Interests on or after the Plan Effective Date.

The Equity Cash-Out Option is only available to holders of ~~Allowed~~ Prepetition Unsecured Notes ~~Claims who~~ that submit their Election by the ~~relevant Election~~ and ~~Deadlines~~ and in accordance with the procedures detailed herein. In order to receive New Interests as soon as ~~possible~~ reasonably practicable following the Plan Effective Date ~~of the Plan~~, all holders of Prepetition Unsecured Notes ~~Claims are encouraged to must~~ make an Election by the Election Deadline and ~~to~~ provide the Citizenship Declaration and Registration Form no later than ~~the Business Day following the Election Deadline~~ December 7, 2023 at 11:59 p.m. New York City Time.

### Failure to Comply with these Noteholder Election Procedures

The information provided below is intended to outline the various consequences for any holder of Prepetition Unsecured Notes that fails to (i) timely tender their Prepetition Unsecured Notes via ATOP on or before the Election Deadline, and/or (ii) validly and timely submit a completed Citizenship Declaration and Registration Form on or before **December 7, 2023 at 11:59 p.m. New York City Time**.

- Holders that (i) tender their Prepetition Unsecured Notes via ATOP prior to the Election Deadline and (ii) validly and timely submit a completed Citizenship Declaration and

Registration Form, will be eligible to receive their Cash and/or New Interests on or as soon as reasonably practicable after the Plan Effective Date.

- Any holder that tender their Prepetition Unsecured Notes via ATOP prior to the Election Deadline and elect the Equity Cash-Out Option, but fail to validly and timely provide submit a completed— Citizenship Declaration and Registration Form ~~no later than the Business Day following the Election Deadline shall have a further opportunity to submit its~~ will be eligible to receive their pro rata share of the Equity Cash-Out Amount, but will not be eligible to receive any New Interests until a validly completed Citizenship Declaration and Registration Form ~~after the Plan Effective Date in order to receive their New Interests~~ is submitted.
- Holders that validly and timely submit a completed Citizenship Declaration and Registration Form, but fail to tender their Prepetition Unsecured Notes via ATOP prior to the Election Deadline, will not be eligible to elect the Equity-Cash Out Option and will not receive their New Interests until additional steps are taken after the Plan Effective Date, as described below.
- Holders that fail to tender their Prepetition Unsecured Notes via ATOP prior to the Election Deadline and fail to validly and timely submit a completed Citizenship Declaration and Registration Form will not be eligible to elect the Equity-Cash Out Option and will not receive their New Interests until additional steps are taken after the Plan Effective Date, as described below.

All Prepetition Unsecured Notes will be cancelled on the Plan Effective Date. Following the Plan Effective Date, the Debtors will seek the cooperation of DTC to provide the Debtors with a list of DTC Participants holding Prepetition Unsecured Notes that were not submitted via ATOP (the “Unsubmitted Notes”). The Election Agent will (i) maintain a register of such DTC Participants and their positions in the Unsubmitted Notes and (ii) make available to such DTC Participants a “Nominee Certification Form” necessary to verify the ownership of each holder of Unsubmitted Notes.

Holders of Unsubmitted Notes have one year from the Plan Effective Date to request the registration of their New Interests (“Registration Request”). Any such Registration Request must be accompanied by (i) a completed Citizenship Declaration and Registration Form and (ii) the submission by the DTC Participant of the Nominee Certification Form. Any Registration Requests will be processed on a periodic basis.

**Exhibit D**

**Revised Noteholder Election Form**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**In re:**

**AIR METHODS CORPORATION,  
*et al.*,**

**Debtors.<sup>1</sup>**

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**Chapter 11**

**Case No. 23-90886 (MI)**

**(Jointly Administered)**

**ELECTION FORM  
FOR HOLDERS OF PREPETITION UNSECURED NOTES (CLASS 7)**

**The “Election Deadline” is 5:00 p.m. New York City Time on December 6, 2023.  
The deadline to submit the Citizenship Declaration and Registration Form attached  
hereto is December 7, 2023 at 11:59 p.m. New York City Time.**

**ALL HOLDERS THAT WISH TO RECEIVE THEIR DISTRIBUTIONS UNDER THE  
PLAN ON OR AS SOON AS REASONABLY PRACTICABLE AFTER THE PLAN  
EFFECTIVE DATE OR WISH TO PARTICIPATE IN THE EQUITY CASH-OUT  
ELECTION MUST (I) ARRANGE TO DELIVER THEIR PREPETITION  
UNSECURED NOTES VIA ATOP BY THE ELECTION DEADLINE, AND  
(II) RETURN THE FULLY COMPLETED CITIZENSHIP DECLARATION AND  
REGISTRATION FORM TO THE ELECTION AGENT.**

**All holders of Prepetition Unsecured Notes must arrange for their bank, broker or other financial institution (each, a “DTC Participant”) to deliver their Prepetition Unsecured Notes via The Depository Trust Company’s Automated Tender Offer Program (“ATOP”) on or before the election deadline, which is December 6, 2023 at 5:00 p.m. New York City Time (the “Election Deadline”).**

**In addition, each holder of Prepetition Unsecured Notes<sup>2</sup> must also submit a Citizenship Declaration and Registration Form attached hereto as Exhibit A. The deadline to submit your Citizenship Declaration and Registration Form to Epiq Corporate**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Air Methods Corporation (5893), ASP AMC Holdings, Inc. (3873), ASP AMC Intermediate Holdings, Inc. (2677), Air Methods Telemedicine, LLC (2091), United Rotorcraft Solutions, LLC (2763), Mercy Air Service, Inc. (0626), LifeNet, Inc. (3381), Rocky Mountain Holdings, L.L.C. (3822), Air Methods Tours, Inc. (4178), Tri-State Care Flight, L.L.C. (5216), Advantage LLC (2762), Enchantment Aviation, Inc. (5198), Native Air Services, Inc. (8798), Native American Air Ambulance, Inc. (8800), AirMD, LLC (1368), Midwest Corporate Air Care, LLC (N/A). The Debtors’ mailing address is 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Noteholder Election Procedures, and if not defined in the Noteholder Election Procedures, have the meanings ascribed to such terms in the Plan, the Disclosure Statement, or the Purchase Commitment and Backstop Agreement.



Restructuring, LLC (the “Election Agent”) online or via email with password-protected attachments is December 7, 2023 at 11:59 p.m. New York City Time.

Failure to cause delivery of Prepetition Unsecured Notes via ATOP before the Election Deadline and/or failure to validly complete (including partial completion) of the Citizenship Declaration and Registration Form may result in a holder of Prepetition Unsecured Notes being issued DOT Warrants in lieu of New Common Stock and/or may prevent or delay such holder from receiving its distribution of New Interests on or after the Plan Effective Date.

Any holder of Prepetition Unsecured Notes that does not arrange for its DTC Participant to deliver its Prepetition Unsecured Notes and make an Election via ATOP by the Election Deadline will be deemed to have not elected the Equity Cash-Out Option.

Any holder of Prepetition Unsecured Notes that tenders its Prepetition Unsecured Notes via ATOP prior to the Election Deadline and elects the Equity Cash-Out Option, but fails to validly and timely submit a completed Citizenship Declaration and Registration Form will be eligible to receive its pro rata share of the Equity Cash-Out Amount, but will not be eligible to receive its New Interests until a validly completed Citizenship Declaration and Registration Form is submitted.

In order to receive New Interests as soon as possible following the Plan Effective Date, all holders of Prepetition Unsecured Notes must make an Election by the Election Deadline and provide the Citizenship Declaration and Registration Form by the next Business Day.

The Citizenship Declaration and Registration Form must be submitted in accordance with the Noteholder Election Procedures. Holders of Prepetition Unsecured Notes may complete and submit the Citizenship Declaration and Registration Form online or obtain a PDF copy by following the link at [https://epiqworkflow.com/cases/\[amh\]registration](https://epiqworkflow.com/cases/[amh]registration). Alternatively, holders of Prepetition Unsecured Notes may return a form to the Election Agent via email to: [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (please reference “Air Methods” in the subject line) with a password-protected Citizenship Declaration and Registration Form attached thereto. For any holders with three or more accounts (for example a fund manager with multiple sub-funds), you may request a spreadsheet by emailing [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (with reference to “AMC Citizenship Spreadsheet” in the subject line).

Holders of Prepetition Unsecured Notes must make an Election by arranging for their DTC Participant to tender such holder’s Prepetition Unsecured Notes via ATOP prior to the Election Deadline. Once Prepetition Unsecured Notes are tendered into ATOP, such Prepetition Unsecured Notes are “frozen” from any other trading or transfer, and once the Election Deadline has passed, such Prepetition Unsecured Notes may not be withdrawn from ATOP.

Once submitted to ATOP, the DTC Participant should provide you with the “Voluntary Offer Instruction” (“VOI”) Number(s)<sup>3</sup> for your submitted Prepetition

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<sup>3</sup> A VOI Number is applied by the ATOP system to each unique submission, and must be obtained from the DTC

**Unsecured Notes.** The VOI Number(s) must then be included in the Citizenship Declaration and Registration Form where indicated, in order to link the submitted Prepetition Unsecured Notes to the appropriate Citizenship Declaration and Registration Form. Any holders of Prepetition Unsecured Notes that wish to designate one or more affiliates to receive any or all of their New Interests must provide the relevant VOI Number(s) to such designee(s) and arrange for such designee(s) to return the Citizenship Declaration and Registration Form in accordance with the Noteholder Election Procedures and this Noteholder Election Form.

Each DTC Participant will determine the time by which it must receive any election instruction. Holders of Prepetition Unsecured Notes are encouraged to coordinate with their DTC Participant and provide sufficient time for such DTC Participant to tender such Prepetition Unsecured Notes into ATOP before the Election Deadline.

Holders of Prepetition Unsecured Notes should complete and return the Citizenship Declaration and Registration Form as directed in the Noteholder Election Procedures and this Noteholder Election Form. You should return this Noteholder Election Form to your DTC Participant or otherwise follow your DTC Participant's instructions.

Please consult the Plan, the Disclosure Statement, and the Noteholder Election Procedures for additional information with respect to this Noteholder Election Form.

If you have any questions, please contact the Election Agent by emailing [Registration@epiggglobal.com](mailto:Registration@epiggglobal.com) (please reference "Air Methods" in the subject line).

**SUBJECT TO THE TERMS AND CONDITIONS OF THE NOTEHOLDER ELECTION PROCEDURES, ALL ELECTIONS ARE IRREVOCABLE ONCE MADE.**

**Item 1.** Election – Check one box only:

- ☐ **Option 1.** - U.S. Citizen Equity Cash-Out Election to the extent Cash is available.
- ☐ **Option 2.** - U.S. Citizen New Common Stock Election.
- ☐ **Option 3.** Non-U.S. Citizen Equity Cash-Out Election to the extent Cash is available.
- ☐ **Option 4.** Non-U.S. Citizen New Interests Election, including New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and DOT Warrants.

By returning this Noteholder Election Form to your DTC Participant or otherwise following your DTC Participant's instructions, you are requesting the DTC Participant to deliver your Prepetition Unsecured Notes via ATOP in accordance with your designated Election. Please allow sufficient time for your DTC Participant to act prior to the Election Deadline. The Election should be made with respect to all or a portion of the Prepetition Unsecured Notes you hold.

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Participant that delivered the Prepetition Unsecured Notes via ATOP.

**Item 2.           Citizenship Declaration and Registration Form.**

The Citizenship Declaration and Registration Form are included in **Exhibit A** hereto. An executed copy of the Citizenship Declaration and Registration Form **MUST** be submitted to the Election Agent.

**All holders of Prepetition Unsecured Notes MUST also timely complete and submit the Citizenship Declaration and Registration Form in order to be eligible to receive their New Interests in the form of New Common Stock. In accordance with the Noteholder Election Procedures, any holder that does not validly and timely submit the Citizenship Declaration and Registration Form (together with any other Requisite Documentation) will be considered a Non-U.S. Citizen for purposes of the DOT Procedures and will receive its ratable share of New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and/or DOT Warrants in lieu of New Common Stock.**

**Any holders of Prepetition Unsecured Notes that wish to designate one or more affiliates to receive any or all of their New Interests must (i) arrange for their DTC Participant to deliver their Prepetition Unsecured Notes via ATOP, (ii) provide the relevant VOI Number(s) to such designee, and (iii) arrange for such designee to return the Citizenship Declaration and Registration Form in accordance with the Noteholder Election Procedures and this Noteholder Election Form.**

**Item 3.           Amount of Claim.**

The undersigned hereby certifies that the undersigned is the holder of the following Class 7 Prepetition Unsecured Notes:

<b>CUSIP of Class 7 Prepetition Unsecured Notes</b>	<b>Principal Amount Held</b>
00215JAA7 (144A)	\$ _____
U0449JAA2 (Regulation S)	\$ _____

**Item 4.           Certifications.**

By signing this Noteholder Election Form or otherwise providing instructions to your DTC Participant with respect to this Noteholder Election Form, the electing holder of the Prepetition Unsecured Notes certifies to the Bankruptcy Court, the Debtors, and the Reorganized Parent, that:

- a) the holder acknowledges that the election provided for in this Noteholder Election Form is being made pursuant to the terms and conditions set forth in the Plan;
- b) the holder (i) has the full power and authority to make the election provided for in this Noteholder Election Form with respect to its Prepetition Unsecured Notes and (ii) authorizes the DTC Participant to treat an election under this Noteholder Election Form as a direction to electronically deliver such holder's Prepetition Unsecured Notes to the respective account established for that purpose;
- c) the holder certifies that it will submit the Citizenship Declaration and Registration Form directly to the Election Agent, as directed in such form; and

- d) to the extent the holder exercises its Equity Cash-Out Option to receive Cash in lieu of New Interests pursuant to the terms of the Plan, the holder hereby waives, releases, and terminates in full any and all of its rights and interests in such New Interests.

**Item 5.**      **Signature.**

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

Name of Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

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

**Exhibit A****CITIZENSHIP DECLARATION AND REGISTRATION FORM**

**INSERT THE VOLUNTARY OFFER INSTRUCTION (“VOI”) NUMBER(S) TO WHICH THIS FORM RELATES (use additional sheets if needed):**


**Part I.      Citizenship Declaration**

For the purposes of this declaration (the “**Declaration**”):

- i. A U.S. Citizen Share is a share of New Common Stock legally or beneficially owned by a U.S. citizen; and
- ii. A U.S. citizen means (a) an individual who is a citizen of the U.S.; (b) a partnership in which each partner is a U.S. citizen; (c) a corporation which (i) is organized under the laws of the United States or one of its states or territories, (ii) has a U.S. citizen as its President, (iii) two-thirds or more of its board of directors and other managing officers are U.S. citizens, (iv) at least 75 percent of its voting stock is owned or controlled by U.S. citizens and (subject to the Open-Skies note below) at least 51 percent of its total equity is owned or controlled by U.S. citizens, and (v) is under the actual control of U.S. citizens.

In regard to ii above, please note:

“**Partnership**” includes general partnerships, limited partnerships (LPs), and limited liability companies (LLCs) whose internal governance is analogous to a partnership’s governance.

“**Corporation**,” in addition to its usual meaning, includes LLCs whose internal governance is analogous to a corporation’s governance.

“**Open-Skies**” means ownership interests held legally or beneficially by citizens of countries with which the United States does not have a liberal aviation trade relationship (known as an “open-skies” relationship) may not exceed 25% individually or in the aggregate. A list of countries with which the United States has open-skies agreements is available at [www.transportation.gov/policy/aviation-policy/open-skies-agreements-being-applied](http://www.transportation.gov/policy/aviation-policy/open-skies-agreements-being-applied).

“**Actual Control**” includes all forms of control, whether actual or potential and whether exercised or not exercised.

**U.S. CITIZENSHIP DECLARATION**

The Declaration set forth below must be completed and submitted to the Election Agent either (i) through the Epiq portal or (ii) via email with password-protected attachments to Registration@epiqglobal.com (please reference “Air Methods” in the subject line and attach the Declaration to that email). To complete this Declaration:

- a. Select one (but not more than one) of box A, box B, box C, or box D as appropriate; and
- b. Sign this Declaration in the space provided.

- ☐ A I declare that I am an individual person who is a U.S. citizen and that the shares of New Common Stock to be registered in my name will be “U.S. Citizen Shares.”
- ☐ B I/We declare that I am/we are partner(s) in a partnership (as defined above) organized and existing under the laws of the United States or one of its states or territories, that each partner in the partnership is a U.S. citizen as defined above, and that the shares of New Common Stock to be registered in the partnership’s name will be “U.S. Citizen Shares.”
- ☐ C We declare that we are a corporation (as defined above) which is a U.S. citizen (as defined above).
- ☐ D If I am an individual person who is not a U.S. citizen and therefore have not selected box A, above, I declare that I am a citizen of the following country: \_\_\_\_\_. If we are a partnership, corporation, LLC or any other entity (other than an individual person) that is not a U.S. citizen and therefore have not selected box B or box C, above, we declare that the ultimate beneficial ownership of the majority of the outstanding voting interest in the partnership, corporation, LLC or other entity is held by an individual citizen or citizens of the following country: \_\_\_\_\_. (If majority of such ultimate beneficial ownership is not held by an individual citizen or citizens of any one country, please include a list specifying percentage of total outstanding voting interest by country of citizenship corresponding to individuals holding ultimate beneficial ownership.) By checking this box D, I/we understand that any shares of New Common Stock to be registered in my or the partnership’s, corporation’s, LLC’s or other entity’s name will not be “U.S. Citizen Shares.”

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

***\*Note:** If the Declarant is a corporation, partnership, LLC or any entity other than an individual person, complete the following:*

Name of Entity: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

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

Signature: \_\_\_\_\_

***\*Note:** If the Declarant is an individual, complete the following:*

Surname: \_\_\_\_\_

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

Middle Name(s): \_\_\_\_\_

*Address:*

No. and Street: \_\_\_\_\_

Town or City: \_\_\_\_\_

Post Code: \_\_\_\_\_

Country: \_\_\_\_\_

Citizenship: \_\_\_\_\_

Signature: \_\_\_\_\_

In the case of joint shareholders, ALL must sign. A corporation, partnership, LLC, or any other entity other than individual person should complete the form under the hand of a duly authorized official or agent who should state his or her capacity. Shares of New Common Stock to be held by a nominee must be considered held by the person or entity for whom the nominee is acting if such person is the beneficial owner of such shares or has an interest in such shares, as described above.

## **ADDITIONAL INFORMATION**

Air Methods Corporation (“**Air Methods Corp.**”) reserves the right to require a signed copy of the Power of Attorney or other documents establishing any agency relationship. Air Methods Corp. reserves the right to be supplied with such evidence or information as to any matters



contained in this Declaration or as to any interest whatsoever held by any party. Air Methods Corp. will refuse to register shares of New Common Stock if such further evidence is not provided and will issue DOT Warrants in lieu of such shares of New Common Stock to the extent permitted by law. If you are in any doubt as to how to complete this Declaration or as to the definition of U.S. Citizen or U.S. Citizen Shares, you should consult your legal representative or other professional adviser. The registration of shares of New Common Stock following the completion of this Declaration and, where relevant, the provision by the shareholder of such other evidence or information as Air Methods Corp. may have required prior to such registration is without prejudice to the ability of Air Methods Corp. to exercise any or all of the powers exercisable by it pursuant to the New Corporate Governance Documents.

**Part II.**      **Registration Form**

**A. Please indicate on the lines provided below the registration name of the party in whose name the New Interests should be issued:**

Registration Name Line 1:  
(Maximum 35 Characters)

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Registration Name Line 2 (if needed):  
(Maximum 35 Characters)

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Address 1:

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Address 2:

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City:

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State:

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Zip Code:

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Country:

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Telephone:

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Email:

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U.S. Federal Tax EIN/SSN  
(optional for non-U.S. persons):

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- ☐ If non-U.S. person, check here and attach appropriate IRS Form W-8
- ☐ If U.S. person, check here and attach IRS Form W-9

**B. Account Type.** Please indicate the “account type” that may be used in connection with registration of your New Interests issued pursuant to the Plan and your Election. Please check only one box:

- ☐ **INDIVIDUAL ACCOUNT;**
- ☐ **IRA ACCOUNT;**
- ☐ **CORPORATIONS (S-CORP):** (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);
- ☐ **PARTNERSHIP:** (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);
- ☐ **BANK;**
- ☐ **NOMINEE ACCOUNTS;**
- ☐ **C-CORP;**
- ☐ **NON-PROFIT:** (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);
- ☐ **FIDUCIARY ACCOUNT:** (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX, FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER TO MINOR’S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRANT (GRANTOR ANNUITY TRUST));
- ☐ **TENANTS IN COMMON;**
- ☐ **TENANTS BY ENTIRETY:** (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);
- ☐ **JOINT TENANTS:** (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or
- ☐ **COMMUNITY PROPERTY:** (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

**Return of this Citizenship Declaration and Registration Form:**

Holders may complete the Citizenship Declaration and Registration Form online or obtain a PDF copy by following the link at [https://epiqworkflow.com/cases/\[amh\]registration](https://epiqworkflow.com/cases/[amh]registration). Alternatively, holders may return a form to the Election Agent via email to: [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (please reference “Air Methods” in the subject line) with a password-protected Citizenship Declaration and Registration Form attached thereto. For any holders with three or more accounts (for example a fund manager with multiple sub-funds), you may request a spreadsheet by emailing [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (with reference to “AMC Citizenship Spreadsheet” in the subject line).

**DEADLINES:**

The Election Deadline is  
**December 6, 2023 at 5:00 p.m. New York City Time.**

The deadline to submit your Citizenship Declaration and Registration Form  
is **December 7, 2023 at 11:59 p.m. New York City Time.**

**Exhibit D-1**

**Redline of Noteholder Election Form**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:

AIR METHODS CORPORATION,  
*et al.*,

Debtors.<sup>1</sup>

§  
§  
§  
§  
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§  
§

Chapter 11

Case No. 23-90886 (MI)

(Jointly Administered)

~~EQUITY CASH-OUT OPTION ELECTION FORM AND CITIZENSHIP~~  
~~DECLARATION~~  
FOR HOLDERS OF PREPETITION UNSECURED NOTES CLAIMS (CLASS 7)

The “Election Deadline” is 5:00 p.m. New York City Time on December 6, 2023. The deadline to submit the Citizenship Declaration and Registration Form attached hereto is December 7, 2023 at 11:59 p.m. New York City Time.

ALL HOLDERS THAT WISH TO RECEIVE THEIR DISTRIBUTIONS UNDER THE PLAN ON OR AS SOON AS REASONABLY PRACTICABLE AFTER THE PLAN EFFECTIVE DATE OR WISH TO PARTICIPATE IN THE EQUITY CASH-OUT ELECTION MUST (I) ARRANGE TO DELIVER THEIR PREPETITION UNSECURED NOTES VIA ATOP BY THE ELECTION DEADLINE, AND (II) RETURN THE FULLY COMPLETED CITIZENSHIP DECLARATION AND REGISTRATION FORM TO THE ELECTION AGENT.

~~Air Methods Corporation (“Air Methods”) and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “Debtors”), are seeking to implement a proposed restructuring pursuant to the Joint Prepackaged Chapter 11 Plan of Air Methods Corporation and Its Affiliated Debtors, which was filed on October 24, 2023 (Docket No. 16) (as may be further amended, supplemented, or otherwise modified from time to time in accordance with its terms, the “Plan”).<sup>2</sup> You are receiving this election form (the “Noteholder Election Form”) because you are a holder of Prepetition Unsecured Note Claims. As a holder of Prepetition Unsecured Note Claims, you are entitled to elect to receive~~

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Air Methods Corporation (5893), ASP AMC Holdings, Inc. (3873), ASP AMC Intermediate Holdings, Inc. (2677), Air Methods Telemedicine, LLC (2091), United Rotorcraft Solutions, LLC (2763), Mercy Air Service, Inc. (0626), LifeNet, Inc. (3381), Rocky Mountain Holdings, L.L.C. (3822), Air Methods Tours, Inc. (4178), Tri-State Care Flight, L.L.C. (5216), Advantage LLC (2762), Enchantment Aviation, Inc. (5198), Native Air Services, Inc. (8798), Native American Air Ambulance, Inc. (8800), AirMD, LLC (1368), Midwest Corporate Air Care, LLC (N/A). The Debtors’ mailing address is 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Noteholder Election Procedures, and if not defined in the Noteholder Election Procedures, have the meanings ascribed to such terms in the Plan, the Disclosure Statement (as defined in the Plan), or the Purchase Commitment and Backstop Agreement (as defined in the Plan).

~~Cash (the Equity Cash-Out Option) in lieu of receiving New Interests in satisfaction of your Prepetition Unsecured Note Claims (pursuant to the Prepetition Unsecured Note Claims Recovery Pool) in accordance with the Plan. The total amount of Cash available for the Equity Cash-Out Option will be capped at the Adjusted Private Placement Amount for all Entities (including Eligible Holders of Allowed Prepetition Secured Loan Claims and DRO Backstop Commitment Parties) entitled to participate in the Equity Cash-Out Option pursuant to the Plan. The consummation of the Equity Cash-Out Option is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the noteholder election procedures as approved by the Court (the “**Noteholder Election Procedures**”).~~

~~If you wish to receive Cash in lieu of New Interests, to receive your pro rata share of the Equity Cash-Out Amount you must validly and timely submit an election in accordance with the instructions set forth herein. Each Entity entitled to participate in the Equity Cash-Out Option pursuant to the Plan that validly and timely submits such an election shall receive its pro rata share of the Equity Cash-Out Amount based on the proportion of New Interests under the Plan that such holder elects not to receive relative to the aggregate number of all holders’ elections thereof. If after giving effect to each of the validly and timely received elections, the aggregate amount of elected Cashed-Out Equity Interests is such that the Cash payable on account thereof would exceed the Adjusted Private Placement Amount, each electing holder’s election shall be deemed to be reduced ratably across all electing holders entitled to participate in the Equity Cash-Out Option, and such holders shall receive New Interests in lieu of Cash, in an amount corresponding to such reduction.~~

~~In addition, in order to receive its pro rata share of New Interests, each holder of Prepetition Unsecured Note Claims must provide the **Citizenship Declaration and Registration Form attached hereto as Exhibit A.** This information is required by the Debtors in order to be able to deliver in registered form any New Interests to be received by any holder of Prepetition Unsecured Note Claims under the Plan.~~

### **Election Options and Deadline**

~~Holders of Allowed Prepetition Unsecured Note Claims choose from the following four election options, as applicable (each, an “**Election**”):~~

~~**Option 1.** U.S. Citizen Equity Cash-Out Election to the extent Cash is available.~~

~~**Option 2.** U.S. Citizen New Common Stock Election.~~

~~**Option 3.** Non-U.S. Citizen Equity Cash-Out Election to the extent Cash is available.~~

~~**Option 4.** Non-U.S. Citizen New Interests Election, including New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and/or DOT Warrants.~~

~~All holders of Prepetition Unsecured Notes ~~Claims who wish to make an Election~~ must ~~instruct~~arrange for their bank, broker or other financial institution (each, a “DTC Participant”) to deliver their Prepetition Unsecured Notes via The Depository Trust Company’s Automated Tender Offer Program (“ATOP”) on or before the election deadline, which is December 6, 2023 at 5:00 p.m. ~~prevailing Eastern~~New York City Time (the “**Election Deadline**”).~~

In addition, each holder of Prepetition Unsecured Notes ~~Claims that is making an Election~~<sup>2</sup> must also submit a Citizenship Declaration and Registration Form attached hereto as Exhibit A. The deadline to submit your Citizenship Declaration and Registration Form is ~~11:59 p.m. prevailing Eastern Time on the Business Day following the Election Deadline. All holders of Allowed Prepetition Unsecured Note Claims must submit the entire Citizenship Declaration and Registration Form provided as Exhibit A or their Election will not be valid.~~ to Epiq Corporate Restructuring, LLC (the "Election Agent") online or via email with password-protected attachments is December 7, 2023 at 11:59 p.m. New York City Time.

Failure to cause delivery of Prepetition Unsecured Notes via ATOP before the Election Deadline and/or failure to validly complete (including partial completion) of the Citizenship Declaration and Registration Form may result in a holder of Prepetition Unsecured Notes being issued DOT Warrants in lieu of New Common Stock and/or may prevent or delay such holder from receiving its distribution of New Interests on or after the Plan Effective Date.

Any holder of Prepetition Unsecured Notes that does not arrange for its DTC Participant to deliver its Prepetition Unsecured Notes and make an Election via ATOP by the Election Deadline will be deemed to have not elected the Equity Cash-Out Option.

Any holder of Prepetition Unsecured Notes ~~Claims that does not (i) arrange with their DTC Participant to deliver their~~ that tenders its Prepetition Unsecured Notes via ATOP prior to the Election Deadline and elects ~~Option 1 or Option 3, and (ii) the Equity Cash-Out Option, but fails to~~ validly and timely submit a completed Citizenship Declaration ~~(included in Part I of Exhibit A hereto), shall automatically be deemed not to have made the Equity Cash Option and, subject to the Plan and the DOT Procedures, shall be entitled only~~ and Registration Form will be eligible to receive its pro ~~ratable~~ share of New Interests. ~~Any holder of Prepetition Unsecured Note Claims that does not submit a Citizenship Declaration shall be considered a Non-U.S. Citizen and shall only be entitled to receive its ratable share of New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and/or DOT Warrants in lieu of New Common Stock; provided, however, that no New Interests can be delivered without a completed~~ the Equity Cash-Out Amount, but will not be eligible to receive its New Interests until a validly completed Citizenship Declaration and Registration Form ~~(included in Part II of Exhibit A hereto) is submitted.~~

In order to receive New Interests as soon as possible following the Plan Effective Date ~~of the Plan~~, all holders of Prepetition Unsecured Notes ~~Claims are encouraged to~~ must make an Election by the Election Deadline and ~~to~~ provide the Citizenship Declaration and Registration Form by the next Business Day.

### Procedures

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Noteholder Election Procedures, and if not defined in the Noteholder Election Procedures, have the meanings ascribed to such terms in the Plan, the Disclosure Statement, or the Purchase Commitment and Backstop Agreement.



The Citizenship Declaration and Registration Form must be submitted in accordance with the Noteholder Election Procedures. Holders of Prepetition Unsecured Notes may complete and submit the Citizenship Declaration and Registration Form online or obtain a PDF copy by following the link at [https://epiqworkflow.com/cases/\[amh\]registration](https://epiqworkflow.com/cases/[amh]registration). Alternatively, holders of Prepetition Unsecured Notes may return a form to the Election Agent via email to: [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (please reference “Air Methods” in the subject line) with a password-protected Citizenship Declaration and Registration Form attached thereto. For any holders with three or more accounts (for example a fund manager with multiple sub-funds), you may request a spreadsheet by emailing [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (with reference to “AMC Citizenship Spreadsheet” in the subject line).

Holders of Prepetition Unsecured Notes ~~Claims who wish to~~ must make an Election ~~must instruct~~ by arranging for their DTC Participant to tender such holder’s Prepetition Unsecured Notes via ATOP prior to the Election Deadline. Once Prepetition Unsecured Notes are tendered into ATOP, such Prepetition Unsecured Notes are “frozen” from any other trading or transfer, and once the Election Deadline has passed, such Prepetition Unsecured Notes may not be withdrawn from ATOP.

Once submitted to ATOP, the DTC Participant should provide you with the “Voluntary Offer Instruction” (“VOI”) Number(s)<sup>3</sup> for your submitted Prepetition Unsecured Notes. The VOI Number(s) must then be included in the Citizenship Declaration and Registration Form where indicated, in order to link the submitted Prepetition Unsecured Notes to the appropriate Citizenship Declaration and Registration Form. Any holders of Prepetition Unsecured Notes that wish to designate one or more affiliates to receive any or all of their New Interests must provide the relevant VOI Number(s) to such designee(s) and arrange for such designee(s) to return the Citizenship Declaration and Registration Form in accordance with the Noteholder Election Procedures and this Noteholder Election Form.

Each DTC Participant will determine the time by which it must receive any election instruction. Holders of Prepetition Unsecured Notes ~~Claims~~ are encouraged to coordinate with their DTC Participant and provide sufficient time for such DTC Participant to tender ~~your~~ such Prepetition Unsecured Notes into ATOP before the Election Deadline.

Holders of Prepetition Unsecured Notes ~~Claims~~ should complete and return the Citizenship Declaration and Registration Form as directed in the Noteholder Election Procedures and ~~the applicable form~~ this Noteholder Election Form. You should return this Noteholder Election Form to your DTC Participant or otherwise follow your DTC Participant’s instructions.

Please consult the Plan, the Disclosure Statement, and the Noteholder Election Procedures for additional information with respect to this Noteholder Election Form.

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<sup>3</sup> A VOI Number is applied by the ATOP system to each unique submission, and must be obtained from the DTC Participant that delivered the Prepetition Unsecured Notes via ATOP.

If you have any questions, please contact the Election Agent by emailing [Registration@epiggglobal.com](mailto:Registration@epiggglobal.com) (please reference “Air Methods” in the subject line).

SUBJECT TO THE TERMS AND CONDITIONS OF THE NOTEHOLDER ELECTION PROCEDURES, ALL ELECTIONS ARE IRREVOCABLE ONCE MADE.

Item 1. Election – Check one box only:

- ☐ Option 1. - U.S. Citizen Equity Cash-Out Election to the extent Cash is available.
- ☐ Option 2. - U.S. Citizen New Common Stock Election.
- ☐ Option 3. Non-U.S. Citizen Equity Cash-Out Election to the extent Cash is available.
- ☐ Option 4. Non-U.S. Citizen New Interests Election, including New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and DOT Warrants.

By returning this Noteholder Election Form to your DTC Participant or otherwise following your DTC Participant’s instructions, you are requesting the DTC Participant to deliver your Prepetition Unsecured Notes via ATOP in accordance with your designated Election. Please allow sufficient time for your DTC Participant to act prior to the Election Deadline. The Election should be made with respect to all or a portion of the Prepetition Unsecured Notes you hold.

Item 12. Citizenship Declaration and Registration Form.

The Citizenship Declaration ~~is~~ and Registration Form are included in Exhibit A hereto. An executed copy of the Citizenship Declaration and Registration Form MUST be submitted to the Election Agent.

All holders of Prepetition Unsecured Notes ~~Claims who are making an Election~~ MUST also timely complete and submit the Citizenship Declaration and Registration Form in order to be eligible to receive their New Interests in the form of New Common Stock. In accordance with the Noteholder Election Procedures, any holder that does not validly and timely ~~furnish~~ submit the Citizenship Declaration and Registration Form (together with any other ~~required~~ Requisite ~~and~~ Documentation) will be considered a Non-U.S. Citizen for purposes of the DOT Procedures ~~and will be deemed to have not elected the Equity Cash-Out Option~~ and will receive its ratable share of New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and/or DOT Warrants in lieu of New Common Stock.

Any holders of Prepetition Unsecured Notes ~~Claims who~~ that wish to designate ~~anyone or more~~ affiliates to receive any or all of their New Interests must (i) arrange ~~with~~ for their DTC Participant to deliver their Prepetition Unsecured Notes via ATOP, - (ii) provide the relevant VOI Number(s) to such designated ~~ee~~ affiliate, and (iii) arrange for ~~the~~ such designated ~~ee~~ affiliate to return the Citizenship Declaration and Registration Form in accordance with the Noteholder Election Procedures and this Noteholder Election Form.

Item 23. Amount of Claim.

The undersigned hereby certifies that the undersigned is the holder of the following Class 7 Prepetition Unsecured Notes ~~Claims~~:

CUSIP of Class 7 Prepetition Unsecured Notes <del>Claims</del>	Principal Amount Held
00215JAA7 (144A)	\$ _____
U0449JAA2 (Regulation S)	\$ _____

**Item 3.** ~~Election~~ **Check one box only:**

- ☐ ~~Option 1.~~ -- U.S. Citizen Equity Cash-Out Election to the extent Cash is available.
- ☐ ~~Option 2.~~ -- U.S. Citizen New Common Stock Election.
- ☐ ~~Option 3.~~ -- Non-U.S. Citizen Equity Cash-Out Election to the extent Cash is available.
- ☐ ~~Option 4.~~ -- Non-U.S. Citizen New Interests Election, including New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and DOT Warrants.

**Item 4.** **Certifications.**

By signing this Noteholder Election Form or otherwise providing instructions to your DTC Participant with respect to this Noteholder Election Form, the electing holder of the Prepetition Unsecured Notes ~~Claim~~ certifies to the Bankruptcy Court, the Debtors, and the Reorganized Parent, that:

- a) the holder acknowledges that the election provided for in this Noteholder Election Form is being made pursuant to the terms and conditions set forth in the Plan;
- b) the holder (i) has the full power and authority to make the election provided for in this Noteholder Election Form with respect to its Prepetition Unsecured Notes ~~Claims~~ and (ii) ~~such holder~~ authorizes the DTC Participant to treat an election under this Noteholder Election Form as a direction to electronically deliver such holder's Prepetition Unsecured Notes to the respective account established for that purpose;
- c) the holder certifies that it will submit the Citizenship Declaration and Registration Form directly to the Election Agent, as directed in ~~the~~ such form; and
- d) to the extent the holder exercises its Equity Cash-Out Option to receive Cash in lieu of New Interests pursuant to the terms of the Plan, the holder hereby waives, releases, and terminates in full any and all of its rights and interests in such New Interests.

**Item 5.**      **Signature.**

<u>Date:</u>	
<u>Name of Holder:</u>	
<u>Signature:</u>	
<u>Name of Signatory:</u>	
<u>Title:</u>	
<u>Address:</u>	
<u>Telephone Number:</u>	
<u>Email:</u>	

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

Name of Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

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

**Exhibit A****CITIZENSHIP DECLARATION AND REGISTRATION FORM**

**INSERT THE VOLUNTARY OFFER INSTRUCTION (“VOI”) NUMBER(S) TO WHICH THIS FORM RELATES (use additional sheets if needed):**


**Part I.      Citizenship Declaration**

For the purposes of this declaration (the “**Declaration**”):

- i. A U.S. Citizen Share is a share of New Common Stock legally or beneficially owned by a U.S. citizen; and
- ii. A U.S. citizen means (a) an individual who is a citizen of the U.S.; (b) a partnership in which each partner is a U.S. citizen; (c) a corporation which (i) is organized under the laws of the United States or one of its states or territories, (ii) has a U.S. citizen as its President, (iii) two-thirds or more of its board of directors and other managing officers are U.S. citizens, (iv) at least 75 percent of its voting stock is owned or controlled by U.S. citizens and (subject to the Open-Skies note below) at least 51 percent of its total equity is owned or controlled by U.S. citizens, and (v) is under the actual control of U.S. citizens.

In regard to ii above, please note:

“**Partnership**” includes general partnerships, limited partnerships (LPs), and limited liability companies (LLCs) whose internal governance is analogous to a partnership’s governance.

“**Corporation**,” in addition to its usual meaning, includes LLCs whose internal governance is analogous to a corporation’s governance.

“**Open-Skies**” means ownership interests held legally or beneficially by citizens of countries with which the United States does not have a liberal aviation trade relationship (known as an “open-skies” relationship) may not exceed 25% individually or in the aggregate. A list of countries with which the United States has open-skies agreements is available at [www.transportation.gov/policy/aviation-policy/open-skies-agreements-being-applied](http://www.transportation.gov/policy/aviation-policy/open-skies-agreements-being-applied).

*“Actual Control”* includes all forms of control, whether actual or potential and whether exercised or not exercised.

## **U.S. CITIZENSHIP DECLARATION**

The Declaration set forth below must be completed and ~~furnished~~submitted to the Election Agent either (i) through the Epiq portal, ~~or~~ or (ii) via email with password-protected attachments to Registration@epiqglobal.com (please reference “Air Methods” in the subject line and attach the Declaration to that email). To complete this Declaration:

- a. Select one (but not more than one) of box A, box B, box C, or box D as appropriate; and
- b. Sign this Declaration in the space provided.

- ☐ A I declare that I am an individual person who is a U.S. citizen and that the shares of New Common Stock to be registered in my name will be “U.S. Citizen Shares.”
- ☐ B I/We declare that I am/we are partner(s) in a partnership (as defined above) organized and existing under the laws of the United States or one of its states or territories, that each partner in the partnership is a U.S. citizen as defined above, and that the shares of New Common Stock to be registered in the partnership’s name will be “U.S. Citizen Shares.”
- ☐ C We declare that we are a corporation (as defined above) which ~~(i) is organized under the laws of the United States or one of its states or territories; (ii) has a U.S. citizen as its President; (iii) two thirds or more of its board of directors and other managing officers are U.S. citizens; (iv) at least 75 percent of its voting stock is owned or controlled by U.S. citizens and (subject to the Open Skies note above) at least 51 percent of its total equity is owned or controlled by U.S. citizens; and (v) is under the actual control of U.S. citizens (all as defined and explained above); and that the shares of New Common Stock to be registered in the corporation’s name will be “U.S. Citizen Shares.”~~is a U.S. citizen (as defined above).
- ☐ D If I am an individual person who is not a U.S. citizen and therefore have not selected box A, above, I declare that I am a citizen of the following country: \_\_\_\_\_. If we are a partnership, corporation, LLC or any other entity (other than an individual person) that is not a U.S. citizen and therefore have not selected box B or box C, above, we declare that the ultimate beneficial ownership of the majority of the outstanding voting interest in the partnership, corporation, LLC or other entity is held by an individual citizen or citizens of the following country: \_\_\_\_\_. (If majority of such ultimate beneficial ownership is not held by an individual citizen or citizens of any one country, please include a list specifying percentage of total outstanding voting interest by country of citizenship corresponding to individuals holding ultimate beneficial ownership.) By checking this box D, I/we understand that any shares of New Common Stock to be registered in my or the partnership’s, corporation’s, LLC’s or other entity’s name will not be “U.S. Citizen Shares.”

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

**\*Note:** *If the Declarant is a corporation, partnership, LLC or any entity other than an individual person, complete the following:*

<u>Name of Entity:</u>	_____
<u>Name of Authorized Signatory:</u>	_____
<u>Title:</u>	_____
<u>Signature:</u>	_____

**Name of Entity:** \_\_\_\_\_

**Name of Authorized Signatory:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**\*Note:** *If the Declarant is an individual, complete the following:*

Surname: \_\_\_\_\_

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

Middle Name(s): \_\_\_\_\_

*Address:*

No. and Street: \_\_\_\_\_

Town or City: \_\_\_\_\_

Post Code: \_\_\_\_\_

Country: \_\_\_\_\_

Citizenship: \_\_\_\_\_

Signature: \_\_\_\_\_

In the case of joint shareholders, ALL must sign.          A corporation, partnership, LLC, or any other entity other than individual person should complete the form under the hand of a duly authorized official or agent who should state his or her capacity.          Shares of New Common Stock to be held by a nominee must be considered held by the person or entity for whom the nominee



is acting if such person is the beneficial owner of such shares or has an interest in such shares, as described above.

## **ADDITIONAL INFORMATION**

Air Methods [Corporation \(“Air Methods Corp.”\)](#) reserves the right to require a signed copy of the Power of Attorney or other documents establishing any agency relationship. Air Methods [Corp.](#) reserves the right to be supplied with such evidence or information as to any matters contained in this Declaration or as to any interest whatsoever held by any party. Air Methods [Corp.](#) will refuse to register shares of New Common Stock if such further evidence is not provided and will issue DOT Warrants in lieu of such shares of New Common Stock to the extent permitted by law. If you are in any doubt as to how to complete this Declaration or as to the definition of U.S. Citizen or U.S. Citizen Shares, you should consult your legal representative or other professional adviser. The registration of shares of New Common Stock following the completion of this Declaration and, where relevant, the provision by the shareholder of such other evidence or information as Air Methods [Corp.](#) may have required prior to such registration is without prejudice to the ability of Air Methods [Corp.](#) to exercise any or all of the powers exercisable by it pursuant to the New Corporate Governance Documents.

### **Part II.      Registration Form**

**A.      Please indicate on the lines provided below the registration name of the party in whose name the New Interests should be issued:**

[Registration Name Line 1:](#)  
[\(Maximum 35 Characters\)](#)

[Registration Name Line 2 \(if needed\):](#)  
[\(Maximum 35 Characters\)](#)

[Address 1:](#)

[Address 2:](#)

[City:](#)

[State:](#)

[Zip Code:](#)

[Country:](#)

[Telephone:](#)

[Email:](#)

[U.S. Federal Tax EIN/SSN](#)  
[\(optional for non-U.S. persons\):](#)

[Registration Name Line 1 \(Maximum 35 Characters\):](#)

~~Registration Name Line 2 (Maximum 35 Characters):~~ \_\_\_\_\_  
(if needed)

~~Address 1:~~ \_\_\_\_\_

~~Address 2:~~ \_\_\_\_\_

~~City:~~ \_\_\_\_\_

~~State:~~ \_\_\_\_\_

~~Zip Code:~~ \_\_\_\_\_

~~Country:~~ \_\_\_\_\_

~~Telephone:~~ \_\_\_\_\_

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

~~U.S. Federal Tax EIN/SSN (optional for non-U.S. persons):~~ \_\_\_\_\_

☐ If non-U.S. person, check here and attach appropriate IRS Form W-8 ☐

☐ If U.S. person, check here and attach IRS Form W-9 ☐

**B. Account Type.** Please indicate the “account type” that may be used in connection with registration of your New Interests issued pursuant to the Plan and your Election. Please check **only one** box:

☐ **INDIVIDUAL ACCOUNT;**

☐ **IRA ACCOUNT;**

☐ **CORPORATIONS (S-CORP):** (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);

☐ **PARTNERSHIP:** (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);

☐ **BANK;**

☐ **NOMINEE ACCOUNTS;**

☐ **C-CORP;**

☐ **NON-PROFIT:** (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);

- ☐ **FIDUCIARY ACCOUNT:** (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX, FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER TO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRANT (GRANTOR ANNUITY TRUST));
- ☐ **TENANTS IN COMMON;**
- ☐ **TENANTS BY ENTIRETY:** (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);
- ☐ **JOINT TENANTS:** (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or
- ☐ **COMMUNITY PROPERTY:** (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

**Return of this Citizenship Declaration and Registration Form:**

Holders may complete the Citizenship Declaration and Registration Form online or obtain a PDF copy by following the link at [https://epiqworkflow.com/cases/\[amh\]lregistration](https://epiqworkflow.com/cases/[amh]lregistration). Alternatively, holders may return a form to the Election Agent via email to: [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (please reference "Air Methods" in the subject line) with a password-protected Citizenship Declaration and Registration Form attached thereto. For any holders with three or more accounts (for example a fund manager with multiple sub-funds), you may request a spreadsheet by emailing [Registration@epiqglobal.com](mailto:Registration@epiqglobal.com) (with reference to "AMC Citizenship Spreadsheet" in the subject line).

~~**DEADLINE: The Election Deadline is December 6, 2023 at 5:00 p.m. prevailing Eastern Time. The deadline to submit your Citizenship Declaration and Registration Form is 11:59 p.m. prevailing Eastern Time on the Business Day following the Election Deadline.**~~

**DEADLINES:**

The Election Deadline is  
**December 6, 2023 at 5:00 p.m. New York City Time.**

The deadline to submit your Citizenship Declaration and Registration Form  
**is December 7, 2023 at 11:59 p.m. New York City Time.**