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

In re:	§	**Chapter 11**
AIR METHODS CORPORATION, ***et al.,***	§	**Case No. 23-_____ ([●])**
	§	**(Joint Administration Requested)**
Debtors. [1]	§	

DISCLOSURE STATEMENT FOR JOINT PREPACKAGED CHAPTER 11 PLAN OF AIR METHODS CORPORATION AND ITS AFFILIATED DEBTORS

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October 23, 2023
Houston, Texas

[1] 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.

DISCLOSURE STATEMENT, DATED OCTOBER 23, 2023

AIR METHODS CORPORATION, *ET AL.*

THIS SOLICITATION OF VOTES (THE "*SOLICITATION*") IS BEING CONDUCTED TO OBTAIN SUFFICIENT VOTES TO ACCEPT THE PLAN BEFORE THE FILING OF VOLUNTARY REORGANIZATION CASES UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE (THE "*BANKRUPTCY CODE*"). BECAUSE THESE CHAPTER 11 CASES HAVE NOT YET BEEN COMMENCED, THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. FOLLOWING THE COMMENCEMENT OF THESE CHAPTER 11 CASES, THE DEBTORS EXPECT PROMPTLY TO SEEK ORDERS OF THE BANKRUPTCY COURT (I) APPROVING THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION, (II) APPROVING THE SOLICITATION OF VOTES AS BEING IN COMPLIANCE WITH SECTIONS 1125 AND 1126(b) OF THE BANKRUPTCY CODE, AND (III) CONFIRMING THE PLAN.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 5:00 P.M. (PREVAILING CENTRAL TIME) ON NOVEMBER 27, 2023, UNLESS EXTENDED BY THE DEBTORS. THE RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS MAY VOTE ON THE PLAN IS OCTOBER 19, 2023 (THE "RECORD DATE").

RECOMMENDATION BY THE DEBTORS

The Board of Directors of Air Methods Corporation and the board of directors, managers, or partners, as applicable, of each of its affiliated Debtors (as of the date hereof) have unanimously approved the transactions contemplated by the Solicitation and the Plan and recommend that all creditors whose votes are being solicited submit ballots to accept the Plan. Holders of (i) 71.6% of Prepetition Secured Loan Claims (as defined herein), and (ii) 66.8% of Prepetition Unsecured Note Claims (as defined herein) entitled to vote on the Plan have already agreed, subject to the terms and conditions of the Restructuring Support Agreement, to vote in favor of the Plan.

HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT (THE "DISCLOSURE STATEMENT") AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE AND SHOULD CONSULT WITH THEIR OWN ADVISORS BEFORE CASTING A VOTE WITH RESPECT TO THE PLAN.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS INCLUDED FOR THE PURPOSE OF SOLICITING ACCEPTANCES OF THE PLAN

AND MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN.

ALL HOLDERS OF CLAIMS AND INTERESTS ARE ADVISED AND ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. IN PARTICULAR, ALL HOLDERS OF CLAIMS AND INTERESTS SHOULD CAREFULLY READ AND CONSIDER THE RISK FACTORS SET FORTH IN SECTION IX OF THIS DISCLOSURE STATEMENT – "CERTAIN RISK FACTORS TO BE CONSIDERED" – BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. THE PLAN SUMMARY AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN ITSELF AND ANY EXHIBITS ATTACHED TO THE PLAN AND THIS DISCLOSURE STATEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN ANY DESCRIPTION SET FORTH IN THIS DISCLOSURE STATEMENT AND THE TERMS OF THE PLAN, THE TERMS OF THE PLAN SHALL GOVERN.

NOTWITHSTANDING ANY RIGHTS OF APPROVAL PURSUANT TO THE RESTRUCTURING SUPPORT AGREEMENT OR OTHERWISE AS TO THE FORM OR SUBSTANCE OF THIS DISCLOSURE STATEMENT, THE PLAN, OR ANY OTHER DOCUMENT RELATING TO THE TRANSACTIONS CONTEMPLATED THEREUNDER, NONE OF THE CREDITORS WHO HAVE EXECUTED THE RESTRUCTURING SUPPORT AGREEMENT, OR THEIR RESPECTIVE REPRESENTATIVES, MEMBERS, FINANCIAL, OR LEGAL ADVISORS OR AGENTS, HAS INDEPENDENTLY VERIFIED THE INFORMATION CONTAINED HEREIN, TAKES ANY RESPONSIBILITY THEREFOR, OR SHOULD HAVE ANY LIABILITY WITH RESPECT THEREWITH, AND NONE OF THE FOREGOING ENTITIES OR PERSONS MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING THE INFORMATION CONTAINED HEREIN.

UPON CONFIRMATION OF THE PLAN, THE SECURITIES DESCRIBED IN THIS DISCLOSURE STATEMENT WILL BE ISSUED WITHOUT REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, TOGETHER WITH THE RULES AND REGULATIONS PROMULGATED THEREUNDER (THE "SECURITIES ACT"), OR SIMILAR U.S. FEDERAL, STATE, OR LOCAL LAWS IN RELIANCE ON THE EXEMPTION SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE, SECTION 4(A)(2) OF THE SECURITIES ACT OR REGULATION D PROMULGATED THEREUNDER, AND/OR ANOTHER AVAILABLE EXEMPTION UNDER THE SECURITIES LAWS OF THE UNITED STATES. THE ABILITY TO ISSUE SECURITIES WITHOUT REGISTRATION IN RELIANCE ON SECTION 1145 OF THE BANKRUPTCY CODE AND/OR APPLICABLE SECURITIES LAWS, WHETHER FEDERAL, STATE, OR TERRITORIAL, SHALL NOT BE A CONDITION TO THE OCCURRENCE OF THE EFFECTIVE DATE. WITH RESPECT TO THE SECURITIES ISSUED PURSUANT TO THE EXEMPTION UNDER SECTION 1145 OF THE BANKRUPTCY CODE, SUCH SECURITIES MAY BE RESOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT OR OTHER FEDERAL SECURITIES LAWS, UNLESS THE HOLDER IS AN "UNDERWRITER" WITH

RESPECT TO SUCH SECURITIES, AS THAT TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE. IN ADDITION, SUCH SECURITIES GENERALLY MAY BE RESOLD WITHOUT REGISTRATION UNDER STATE SECURITIES LAWS PURSUANT TO VARIOUS EXEMPTIONS PROVIDED BY THE RESPECTIVE LAWS OF THE SEVERAL STATES.

NO SECURITIES TO BE ISSUED PURSUANT TO THE PLAN HAVE BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR BY ANY STATE SECURITIES COMMISSION OR SIMILAR PUBLIC, GOVERNMENTAL, OR REGULATORY AUTHORITY. THIS DISCLOSURE STATEMENT HAS NOT BEEN FILED FOR APPROVAL WITH THE SEC OR ANY STATE AUTHORITY AND NEITHER THE SEC NOR ANY STATE AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE IN THE UNITED STATES. NEITHER THE SOLICITATION OF VOTES ON THE PLAN NOR THIS DISCLOSURE STATEMENT CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SECURITIES IN ANY STATE OR JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016 AND IS NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS.

THE DEBTORS BELIEVE THAT THE OFFER OF CERTAIN NEW SECURITIES THAT MAY BE DEEMED TO BE MADE PURSUANT TO THE SOLICITATION ARE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND RELATED STATE STATUTES BY REASON OF THE EXEMPTION PROVIDED BY SECTION 1145(A)(1) OF THE BANKRUPTCY CODE, AND THAT THE SOLICITATION OF VOTES ON THE PLAN MADE BY THIS DISCLOSURE STATEMENT AND THE OFFER OF CERTAIN OTHER NEW SECURITIES ARE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND RELATED STATE STATUTES PURSUANT TO SECTION 4(A)(2) OF THE SECURITIES ACT AND/OR RULE 506 OF REGULATION D PROMULGATED THEREUNDER, AND IT IS EXPECTED THAT THE OFFER AND ISSUANCE OF THE SECURITIES UNDER THE PLAN WILL BE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND RELATED STATE STATUTES BY REASON OF THE APPLICABILITY OF SECTION 1145(A)(1) OF THE BANKRUPTCY CODE AND SECTION 4(A)(2) OF, AND/OR REGULATION D UNDER, THE SECURITIES ACT.

ALL SECURITIES DESCRIBED HEREIN ARE EXPECTED TO BE ISSUED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OR ANY STATE SECURITIES LAWS ("BLUE SKY LAWS").

ANY SECURITIES OFFERED OR ISSUED PURSUANT TO SECTION 4(A)(2) OF THE SECURITIES ACT AND/OR RULE 506 OF REGULATION D PROMULGATED THEREUNDER WILL BE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER THE SECURITIES ACT AND MAY ONLY BE RESOLD OR OTHERWISE TRANSFERRED PURSUANT TO (I) AN EFFECTIVE REGISTRATION STATEMENT OR (II) AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

CERTAIN STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT, INCLUDING STATEMENTS INCORPORATED BY REFERENCE, PROJECTED FINANCIAL INFORMATION, AND OTHER FORWARD-LOOKING STATEMENTS, ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.

FURTHERMORE, READERS ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN, INCLUDING ANY PROJECTIONS, ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS, AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS, INCLUDING THE IMPLEMENTATION OF THE PLAN. IMPORTANT ASSUMPTIONS AND OTHER IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY INCLUDE, BUT ARE NOT LIMITED TO, THOSE FACTORS, RISKS, AND UNCERTAINTIES DESCRIBED IN MORE DETAIL UNDER THE HEADING "CERTAIN RISK FACTORS TO BE CONSIDERED" BELOW. PARTIES ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS SPEAK AS OF THE DATE MADE, ARE BASED ON THE DEBTORS' CURRENT BELIEFS, INTENTIONS, AND EXPECTATIONS, AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. ACTUAL RESULTS OR DEVELOPMENTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS, AND THE DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE ANY SUCH STATEMENTS, UNLESS REQUIRED BY APPLICABLE LAW OR THE BANKRUPTCY COURT. THE DEBTORS AND REORGANIZED DEBTORS, AS APPLICABLE, DO NOT INTEND OR UNDERTAKE ANY OBLIGATION TO UPDATE OR OTHERWISE REVISE ANY FORWARD-LOOKING STATEMENTS, INCLUDING ANY PROJECTIONS CONTAINED HEREIN, TO REFLECT EVENTS OR CIRCUMSTANCES EXISTING OR ARISING AFTER THE DATE HEREOF OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT OR REQUIRED BY APPLICABLE LAW.

NO INDEPENDENT AUDITOR OR ACCOUNTANT HAS REVIEWED OR APPROVED THE FINANCIAL PROJECTIONS OR THE LIQUIDATION ANALYSIS HEREIN.

THE DEBTORS HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, IN CONNECTION WITH THE PLAN OR THE DISCLOSURE STATEMENT.

THE STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. THE TERMS OF THE PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY WITH THE SUMMARIES IN THE DISCLOSURE STATEMENT.

THE INFORMATION IN THE DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN OR OBJECTING TO CONFIRMATION. NOTHING IN THE DISCLOSURE STATEMENT MAY BE USED BY ANY PARTY FOR ANY OTHER PURPOSE.

ALL EXHIBITS TO THE DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THE DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.

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I.
INTRODUCTION

A. Overview of Restructuring Transactions

Air Methods Corporation ("**Air Methods**") and its debtor affiliates (collectively, the "**Debtors**") submit this Disclosure Statement in connection with the solicitation of votes (the "**Solicitation**") on the *Joint Prepackaged Chapter 11 Plan of Air Methods Corporation and its Affiliated Debtors*, dated October 23, 2023, a copy of which is annexed to this Disclosure Statement as **Exhibit A**.[1] With the approval of the board of directors of Air Methods (the "**Board**"), the Debtors anticipate filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") on or about October 23, 2023 (the "**Petition Date**"), which is during the Solicitation period. The Debtors intend to seek confirmation of the Plan consistent with the timeline set forth herein and, to the extent necessary, will file a motion seeking to shorten applicable notice periods.

During these chapter 11 cases, the Debtors intend to operate their businesses in the ordinary course and will seek authorization from the Bankruptcy Court to make payment in full on a timely basis to trade creditors, customers, and employees of amounts due prior to and during these chapter 11 cases.

As a result of extensive negotiations, on October 23, 2023, the Debtors entered into that certain Restructuring Support Agreement (as amended, modified, and supplemented from time to time and including all exhibits thereto, the "**Restructuring Support Agreement**") with:

- certain holders, or investment advisors, sub-advisors, or managers of discretionary accounts or funds acting on behalf of holders, of (a) loans or commitments (the "**Prepetition Secured Loans**" and the claims arising thereunder, the "**Prepetition Secured Loan Claims**") under that certain Credit Agreement, dated as of April 21, 2017 (as may be amended, supplemented, or otherwise modified from time to time, including by that certain Incremental Facility Agreement No. 1, dated April 6, 2021, and that certain Amendment No. 2 to Credit Agreement, dated as of September 29, 2023, the "**Prepetition Credit Agreement**" and the lenders party thereto, the "**Prepetition Secured Parties**"), by and among Air Methods Parent, as borrower, ASP AMC Intermediate Holdings, Inc., a Delaware corporation ("**Intermediate Holdings**"), as parent guarantor, certain subsidiaries of Air Methods Parent, as Subsidiary Guarantors (as defined therein), Royal Bank of Canada, as administrative agent, and the lenders from time to time party thereto (together with their respective successors and permitted assigns, and any subsequent Prepetition Secured Party that becomes party to the Restructuring Support Agreement by executing a Joinder Agreement (as defined in the Restructuring Support Agreement) in accordance with the terms of the Restructuring Support Agreement, the "**Consenting Prepetition Secured Parties**") and (b) senior unsecured notes (the "**Prepetition Unsecured Notes**," the claims arising thereunder, the "**Prepetition Unsecured Note Claims**,"

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

and the holders thereof, the "**Prepetition Unsecured Noteholders**") under that certain Indenture, dated as of April 21, 2017 (as may be amended, supplemented, or otherwise modified from time to time, the "**Indenture**" and, together with the Prepetition Credit Agreement, the "**Prepetition Credit Documents**"), by and among Air Methods Parent (as successor to ASP AMC Merger Sub Inc.), as issuer, certain subsidiaries of Air Methods Parent, as Guarantors (as defined in the Indenture), and Wilmington Trust National Association, as trustee thereunder (each, on behalf of itself and/or certain funds managed by it or its affiliates, together with their respective successors and permitted assigns, and any subsequent Prepetition Unsecured Noteholder that becomes party the Restructuring Support Agreement by executing a Joinder Agreement (as defined in the Restructuring Support Agreement) in accordance with the terms of the Restructuring Support Agreement, the "**Consenting Prepetition Unsecured Noteholders**" and, together with the Consenting Prepetition Secured Parties, the "**Consenting Creditors**"); and

- American Securities Associates VII Alternative, LLC, on behalf of ASP VII Alternative Investments I(A), LP, ASP VII Alternative Investments I(C), LP, ASP VII Alternative Investments II(A), LP, and ASP VII Alternative Investments II(C), LP, American Securities Associates VII, LLC, on behalf of American Securities Partners VII (B) LP, and ASP Manager Corp., on behalf of ASP AMC Co-Invest I, LP, AS/ASP VII Co-Investor LLC, ASP AMC Co-Invest II, LP, AMC Cayman Investors LP, ASP AMC Investco I LP, and ASP AMC Investco II LP (collectively, in their capacity as direct or indirect record or beneficial holders of Interests in ASP AMC Holdings, Inc. ("**Holdings**"), the "**Consenting Sponsor**" and, together with the Consenting Creditors, the "**Consenting Parties**").

The Consenting Creditors represent approximately (i) 71.6% of the aggregate outstanding principal amount of Prepetition Secured Loans, and (ii) 66.8% of the aggregate outstanding principal amount of Prepetition Unsecured Notes. The Consenting Sponsor holds approximately 94.7% of the outstanding common stock Interests in Holdings (on a fully diluted basis).

The Debtors are commencing this Solicitation to implement a comprehensive financial restructuring to deleverage the Debtors' balance sheet to ensure the Debtors' long-term viability. The Restructuring (as defined below) will meaningfully deleverage the Debtors' capital structure and provide the Debtors with sufficient liquidity to support and position their go-forward business for future growth. The Debtors' balance sheet liabilities will be reduced from approximately $2.2 billion in funded indebtedness to approximately $563 million in funded indebtedness, which represents a reduction of debt on the Plan Effective Date of over 74% relative to the Petition Date.

The Debtors have worked closely and in coordination with their key stakeholders, including the Consenting Parties. Indeed, the Consenting Parties have played a critical role in formulating the proposed restructuring described in this Disclosure Statement.

Prior to the Petition Date, the Debtors discussed a possible restructuring with an ad hoc group of certain key lenders and noteholders (the "**Ad Hoc Group**"). These parties actively and constructively participated in the development and negotiation of the Plan and support

confirmation of the Plan. Following arm's-length, good-faith negotiations among the Debtors, the Ad Hoc Group, and Consenting Sponsor, the Consenting Parties have agreed to consummate, support, and consent to (as applicable) a restructuring of the Debtors' capital structure (the "**Restructuring**"), subject to the terms and conditions of the Restructuring Support Agreement and the Plan. The Plan is consistent with the objectives of chapter 11.

This Disclosure Statement provides holders of Claims and Interests entitled to vote to accept or reject the Plan with adequate information about (i) the Debtors' business and certain historical events, (ii) these chapter 11 cases, (iii) the Plan, (iv) the rights of holders of Claims and Interests under the Plan, and (v) other information necessary to enable each holder of a Claim and Interest entitled to vote on the Plan to make an informed judgment as to whether to vote to accept or reject the Plan. This Disclosure Statement also assists the Bankruptcy Court in determining whether the Plan complies with the provisions of the Bankruptcy Code and should be confirmed.

A brief summary of the Plan and transactions contemplated thereby follows:

i. ***Debt Rights Offering***

On the Plan Effective Date,[2] Reorganized AMC will cause to be consummated a debt rights offering (i) in reliance upon the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code (the "**1145 DRO**") and (ii) in reliance upon the exemption from registration under the Securities Act provided by Section 4(a)(2) thereof and Regulation D thereunder (the "**4(a)(2) DRO**" and, together with the 1145 DRO, the "**DRO**"), each in accordance with the Plan, the DRO Procedures,[3] the DRO Documents[4] and subject to the DOT Procedures. The rights issued pursuant to the DRO (the "**DRO Subscription Rights**") will be allocated among the holders of Allowed Prepetition Secured Loan Claims as of a specified record date in accordance with the DRO Procedures. Further information regarding the eligibility criteria for participation in the DRO will be set forth in the DRO Procedures, which will be sent to holders of Allowed Prepetition Secured Loan Claims following the approval of the Purchase Commitment and Backstop Approval Motion as described in **Section V.F.** hereof.

DRO Subscription Rights will entitle each holder of an Allowed Prepetition Secured Loan Claim to the right to participate in the DRO, pursuant to which each such participating holder may fund its ratable share of the loans under the Exit Term Loan Facility[5] issued pursuant to the DRO (the

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2 "Plan Effective Date" means the date that is the first Business Day on which all conditions to the effectiveness of the Plan set forth in Section 9.2 of the Plan have been satisfied or waived in accordance with Section 9.3 of the Plan.

3 "DRO Procedures" means the procedures governing the 1145 DRO and 4(a)(2) DRO, as applicable, including any questionnaires, subscription forms, or spreadsheets attached thereto, as approved by the DRO Procedures Approval Order.

4 "DRO Documents" means, collectively, the Purchase Commitment and Backstop Agreement, the DRO Procedures, the DRO Procedures Approval Order, the Purchase Commitment and Backstop Approval Order, and any and all other agreements, documents, and instruments delivered or entered into or distributed in connection with, or otherwise governing, the DRO.

5 "Exit Term Loan Facility" means the senior secured first lien term loan facility to be entered into on the Plan Effective Date in an aggregate principal amount of $250,000,000.

"**DRO Term Loans**"), which will have an aggregate principal amount of up to $200,000,000, which amount will depend on the Debtors' projected liquidity upon the Plan Effective Date in accordance with the terms of the Plan and the Purchase Commitment and Backstop Agreement (as defined below), at a purchase price of $1.00 per $1.00 of the principal amount of the DRO Term Loans. In addition, each holder of an Allowed Prepetition Secured Loan Claim that funds DRO Term Loans pursuant to the DRO will receive its ratable share of the DRO Equity Interests.[6]

Pursuant to that certain Purchase Commitment and Backstop Agreement (the "**Purchase Commitment and Backstop Agreement**"), certain commitment parties that are signatories thereto (collectively, in their capacity as such, the "**DRO Backstop Parties**") have committed to backstop the DRO on the terms and conditions set forth in the Purchase Commitment and Backstop Agreement and, pursuant thereto, have agreed, severally but not jointly, to fund the aggregate principal amount of DRO Term Loans that have not been duly and timely subscribed for in the DRO (the "**Unsubscribed DRO Term Loans**," and such commitments, the "**DRO Backstop Commitments**").

As consideration for providing the DRO Backstop Commitments, each DRO Backstop Party will receive its pro rata share (based on the proportion that each DRO Backstop Party's DRO Backstop Commitment bears to the aggregate DRO Backstop Commitments) of a premium in New Interests, the aggregate number of which will be equal to 11.0% of the aggregate number of New Interests subject to dilution as set forth in the Plan, payable on the Plan Effective Date (the "**DRO Backstop Commitment Premium Shares**") or, in the alternative, may elect to receive such amount in cash (at a 10% discount to Plan Equity Value) pursuant to the Purchase Commitment and Backstop Agreement (the "**DRO Backstop Premium Cash**" and, together with the DRO Interest Premium, the "**DRO Backstop Premium**"). In addition, each DRO Backstop Party that funds Unsubscribed Term Loans will receive its ratable share of the DRO Interests (any such DRO Interests received as a result of the DRO Backstop Commitments, the "**DRO Backstop Interests**").

The procedures and instructions for participation in the DRO, including procedures related to the exercise of the DRO Subscription Rights, will be set forth in the DRO Procedures, for which the Debtors will seek approval from the Bankruptcy Court pursuant to the Purchase Commitment and Backstop Approval Motion and which DRO Procedures will be attached to such Purchase Commitment and Backstop Approval Motion. The DRO Procedures should be read in conjunction with this Disclosure Statement in formulating a decision to exercise DRO Subscription Rights. Any summary of the DRO Procedures set forth in this Disclosure Statement is qualified in its entirety by the Plan and the DRO Procedures themselves.

Shortly after the Petition Date the Debtors intend to file the Purchase Commitment and Backstop Approval Motion seeking entry of an order approving, among other things, the DRO Procedures,

[6] "DRO Equity Interests" means the New Interests issued pursuant to the DRO (including the DRO Backstop Shares) in an aggregate number equal to 40.0% of the aggregate number of New Interests, subject to the DOT Procedures and dilution by: (i) New Common Stock issued on account of the Management Incentive Plan; (ii) New Common Stock issued upon the exercise of the New Warrants; and (iii) ERO Equity Interests.

ERO Procedures,[7] and Election Procedures, within approximately one month of the Petition Date. As soon as reasonably practicable following the entry of such order and in accordance with the Plan and the Purchase Commitment and Backstop Agreement, the Debtors intend to commence the DRO within approximately one month following the Petition Date, which is expected to result in a subscription period of approximately two weeks. The ultimate size of the DRO, ERO, and Equity Cash-Out Option will be based on the Reorganized Parent's projected liquidity on the Plan Effective Date, which is expected to be determined on or about approximately six to eight weeks following the Petition Date. Following such determination, the Debtors will notify the Holders of DRO Subscription Rights and ERO Subscription Rights and Holders entitled to elect the Equity Cash-Out Option of the size of the DRO, ERO and Equity Cash-Out Option. The DRO and ERO are expected to expire approximately six to eight weeks following the Petition Date.

To participate in the DRO, each eligible holder must complete all of the steps outlined in the DRO Procedures, which will be attached to the Purchase Commitment and Backstop Approval Motion to be filed by the Debtors. If all of the steps outlined in the DRO Procedures are not completed by the deadlines provided therein, the holder will be deemed to have forever and irrevocably relinquished and waived its right to participate in the DRO. All holders of Allowed Prepetition Secured Loan Claims should review the securities laws restrictions and notices set forth in this Disclosure Statement, the Plan (including, without limitation, under Article V of the Plan), and the Purchase Commitment and Backstop Approval Motion (when filed) in full.

*ii. **Equity Rights Offering, Equity Cash-Out Option, and Private Placement***

Pursuant to the Purchase Commitment and Backstop Agreement, the Private Placement Commitment Parties have committed up to $135,000,000 of new money for one of two purposes.

(a) Equity Rights Offering

First, on the Plan Effective Date, Reorganized AMC will cause to be consummated an equity rights offering (i) in reliance upon the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code (the "**1145 ERO**") and (ii) in reliance upon the exemption from registration under the Securities Act provided by Section 4(a)(2) thereof and Regulation D thereunder (the "**4(a)(2) ERO**" and, together with the 1145 ERO, the "**ERO**" and together with the DRO, the "**Rights Offerings**"), each in accordance with the Plan, the ERO Procedures, the ERO Documents,[8] and subject to the DOT Procedures.[9] The rights issued pursuant to the ERO (the "**ERO Subscription Rights**") will be allocated among the holders of

[7] "ERO Procedures" means the procedures governing the 1145 ERO and 4(a)(2) ERO, as applicable, including any questionnaires, subscription forms, or spreadsheets attached thereto, as approved by the ERO Procedures Approval Order.

[8] "ERO Documents" means, collectively, the Purchase Commitment and Backstop Agreement, the ERO Procedures, the ERO Procedures Approval Order, the Purchase Commitment and Backstop Approval Order and any and all other agreements, documents, and instruments delivered or entered into in connection with, or otherwise governing, the ERO, and any other materials distributed in connection with the ERO.

[9] "DOT Procedures" means the procedures detailed in Section 5.8 of the Plan.

Allowed Prepetition Secured Loan Claims as of a specified record date in accordance with the ERO Procedures. Further information regarding the eligibility criteria for participation in the ERO will be set forth in the ERO Procedures, which will be sent to holders of Allowed Prepetition Secured Loan Claims following the approval of the Purchase Commitment and Backstop Approval Motion as described in **Section V.F.** hereof.

ERO Subscription Rights will entitle each holder of an Allowed Prepetition Secured Loan Claim to the right to participate in the ERO, pursuant to which each such participating holder may purchase (at a 35% discount to Plan Equity Value)[10] up to its ratable share of the New Interests to be issued as part of the ERO (the "**ERO Equity Interests**"), which will have an aggregate amount of up to $135,000,000, which amount will depend on the Debtors' projected liquidity upon the Plan Effective Date (the "**Adjusted ERO Amount**"), in accordance with the terms of the Plan and the Purchase Commitment and Backstop Agreement.

Pursuant to the Purchase Commitment and Backstop Agreement, certain commitment parties that are signatories thereto (collectively, in their capacity as such, the "**ERO Backstop Parties**") have committed to backstop the ERO on the terms and conditions set forth in the Purchase Commitment and Backstop Agreement and, pursuant thereto, have agreed, severally but not jointly, to purchase the number of ERO Equity Interests that have not been duly and timely subscribed for in the ERO (the "**ERO Backstop Shares**"), such that the value of the total number of ERO Equity Interests being purchased equals the Adjusted ERO Amount, and subject to the DOT Procedures (such commitments, the "**ERO Backstop Commitments**").

As consideration for providing the ERO Backstop Commitments, each ERO Backstop Party will receive its pro rata share (based on the proportion that each ERO Backstop Party's ERO Backstop Commitment bears to the aggregate ERO Backstop Commitments) of a premium in New Interests (at a 35% discount to Plan Equity Value), the aggregate value of which will be equal to 10.0% of the Adjusted ERO Amount, subject to dilution as set forth in the Plan, payable on the Plan Effective Date (the "**ERO Backstop Premium**").

The procedures and instructions for participation in the ERO, including procedures related to the exercise of the ERO Subscription Rights, will be set forth in the ERO Procedures, for which the Debtors will seek approval from the Bankruptcy Court pursuant to the Purchase Commitment and Backstop Approval Motion and which ERO Procedures will be attached to such Purchase Commitment and Backstop Approval Motion. The ERO Procedures should be read in conjunction with this Disclosure Statement in formulating a decision to exercise ERO Subscription Rights. Any summary of the ERO Procedures set forth in this Disclosure Statement is qualified in its entirety by the Plan and the ERO Procedures themselves.

For a discussion of the anticipated timing of the ERO, see Section I.A.i – "Debt Rights Offering."

To participate in the ERO, each eligible holder must complete all of the steps outlined in the ERO Procedures, which will be attached to the Purchase Commitment and Backstop

[10] "Plan Equity Value" means a total enterprise value of the Reorganized Debtors of $800,000,000, minus the pro forma debt of the Reorganized Debtors on the Plan Effective Date, plus the Cash on the Plan Effective Date.

Approval Motion to be filed by the Debtors. If all of the steps outlined in the ERO Procedures are not completed by the deadlines provided therein, the holder will be deemed to have forever and irrevocably relinquished and waived its right to participate in the ERO. All holders of Allowed Prepetition Secured Loan Claims should review the securities laws restrictions and notices set forth in this Disclosure Statement, the Plan (including, without limitation, under Article V of the Plan), and the Purchase Commitment and Backstop Approval Motion (when filed) in full.

(b) Equity Cash-Out Option and Private Placement

Second, in lieu of receiving New Interests under the Plan, (i) each holder of an Allowed Prepetition Secured Loan Claim may irrevocably elect to receive cash in lieu of its distribution of New Interests on account of the Prepetition Secured Loan Claims Equity Distribution,[11] (ii) each holder of an Allowed Prepetition Unsecured Note Claim may irrevocably elect to receive cash in lieu of its distribution of New Interests on account of the Prepetition Unsecured Note Claims Recovery Pool,[12] and (iii) each DRO Participant that funds DRO Term Loans pursuant to the DRO may irrevocably elect to receive cash in lieu of its distribution of New Interests on account of DRO Equity Interests (such option, the "**Equity Cash-Out Option**"), in accordance with the Plan and the Election Procedures.[13] The aggregate amount of up to $135,000,000 (less any amount actually funded under the ERO) of such elections plus any DRO Backstop Premium Cash will be funded by the Private Placement (as defined below). Any holder that elects to subscribe for the ERO may not elect the Equity Cash-Out Option.

Pursuant to the Purchase Commitment and Backstop Agreement and the Private Placement Documents,[14] certain commitment parties that are signatories thereto (collectively, in their capacity as such, the "**Private Placement Commitment Parties**") have committed to fund the Private Placement on the terms and conditions set forth in the Purchase Commitment and Backstop Agreement (such commitments, the "**Private Placement Commitments**") and, pursuant thereto, have agreed, severally but not jointly, to purchase (at a 10% discount to Plan Equity Value) in a private placement (the "**Private Placement**") the Private Placement

[11] "Prepetition Secured Loan Claims Equity Distribution" means 100% of the New Interests, subject to the DOT Procedures and dilution by: (i) DRO Equity Interests; (ii) DRO Backstop Commitment Premium Shares; (iii) ERO Equity 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.

[12] "Prepetition Unsecured Note Claims Recovery Pool" means 2.0% of the New Interests, subject to the DOT Procedures and dilution by: (i) the ERO Equity 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.

[13] "Election Procedures" means the procedures governing (i) the Equity Cash-Out Option and (ii) the declaration of U.S. citizenship and other documentation in connection with the DOT Procedures, in each case, including any certifications, declarations, affidavits, questionnaires, election forms, subscription forms, or spreadsheets attached thereto, as approved by the Bankruptcy Court.

[14] "Private Placement Documents" means, collectively, the Purchase Commitment and Backstop Agreement, the Purchase Commitment and Backstop Approval Order, and any and all other agreements, documents, and instruments delivered, entered into, or distributed in connection with, or otherwise governing, the Private Placement.

Commitment Shares,[15] which will have an aggregate amount of up to $135,000,000, which amount will depend on (i) the number of New Interests in lieu of which holders have elected to receive cash pursuant to the Equity Cash-Out Option and the DRO Backstop Premium Cash, and (ii) the Adjusted ERO Amount actually funded on the Plan Effective Date. The proceeds from the Private Placement will be used to fund the Equity Cash-Out Option and the DRO Backstop Premium Cash.

As consideration for providing the Private Placement Commitments, each Private Placement Commitment Party will receive its pro rata share (based on the proportion that each Private Placement Commitment Party's Private Placement Commitment bears to the aggregate Private Placement Commitments) of a premium in New Interests (at a 35% discount to Plan Equity Value) the aggregate value of which is equal to 10.0% of the result of $135,000,000 minus the Adjusted ERO Amount, subject to dilution as set forth in the Plan, payable on the Plan Effective Date (the "**Private Placement Commitment Premium**").

The procedures and instructions for participation in the Equity Cash-Out Option will be set forth in the Election Procedures, for which the Debtors will seek approval from the Bankruptcy Court pursuant to the Purchase Commitment and Backstop Approval Motion and which Election Procedures will be attached to such Purchase Commitment and Backstop Approval Motion. The Election Procedures should be read in conjunction with this Disclosure Statement in formulating a decision to participate in the Equity Cash-Out Option. Any summary of the Election Procedures set forth in this Disclosure Statement is qualified in its entirety by the Plan and the Election Procedures themselves.

For a discussion of the anticipated timing for the election of the Equity Cash-Out Option, see Section I.A.i – "Debt Rights Offering".

To participate in the Equity Cash-Out Option, each eligible holder must complete all of the steps outlined in the Election Procedures, which will be attached to the Purchase Commitment and Backstop Approval Motion to be filed by the Debtors. If all of the steps outlined in the Election Procedures are not completed by the deadlines provided therein, the holder will be deemed to have <u>forever and irrevocably relinquished and waived</u> its right to participate in the Equity Cash-Out Option. All holders should review the securities laws restrictions and notices set forth in this Disclosure Statement, the Plan (including, without limitation, under Article V of the Plan), and the Purchase Commitment and Backstop Approval Motion (when filed) in full.

iii. ***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 are not U.S. citizens of companies, such as the Debtors, that are air

[15] "Private Placement Commitment Shares" means the New Interests issued to each Private Placement Commitment Party in connection with the Private Placement, and subject to the DOT Procedures.

carriers. In accordance with these laws and regulations, the Plan provides that persons who are Non-U.S. Citizens may not own in excess of 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, collectively; *provided* that regardless of any conversion of DOT Warrants, in no event shall Non-U.S. Citizens who are not citizens of a country that is party to a "open skies" agreement (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. To assure the Reorganized Debtors compliance with these laws and regulations, it is necessary for the Debtors to collect information regarding the citizenship of the persons that will be acquiring New Common Stock under the Plan. Each Entity that is entitled to receive New Common Stock pursuant to the Plan will be required to submit a declaration to the Debtors regarding their country of citizenship.

As will be further detailed in the Purchase Commitment and Backstop Approval Motion, this citizenship declaration will be collected through the subscription and election forms used for the Rights Offerings and Equity Cash-Out Option election for which the Debtors will seek approval by the Bankruptcy Court. Holders that do not comply with the citizenship declaration requirements will be deemed to be Non-U.S. Citizens for purposes of applying the applicable laws and regulations on foreign ownership. The Reorganized Debtors may issue to any Non-U.S. Citizen DOT Warrants[16] in lieu of New Common Stock pursuant to the DOT Procedures, to the extent necessary so that the limitation on ownership of the Reorganized Debtors by Non-U.S. Citizens will not be exceeded. It is currently expected that the Reorganized Debtors' organizational documents will contain provisions that preclude foreign control and prevent foreign ownership of the Reorganized Debtors from exceeding specified limitations required by U.S. federal law governing air carriers. These amendments will involve safeguards to ensure that at no time will the Reorganized Debtors (including Reorganized Parent) be out of compliance with the foreign ownership limitations contained in such laws.

As further explained in the Plan, the DOT Warrants may be freely exchangeable for shares of New Common Stock at any time a holder can certify to the issuer's satisfaction that such Holder is a U.S. Citizen and will remit payment of the exercise price.

Reorganized AMC will allocate New Common Stock and DOT Warrants to Non-U.S. Citizens (other than New Interests holders on account of their New Interests) as determined by a priority order detailed in the Purchase Commitment and Backstop Agreement such that New Common Stock will be issued to Non-U.S. Citizens in each category, beginning with the first category, up to the remaining balance of the Maximum Permitted Percentage before the New Common Stock are issued to Non-U.S. Citizens at the next succeeding category until the Maximum Permitted Percentage has been reached. In making the allocation described in the priority order, to the extent any allocation of New Common Stock in a particular category would result in ownership of the New Common Stock by Non-U.S. Citizens exceeding the Maximum Permitted Percentage, Air Methods will proportionately reduce the New Common Stock to be issued to Non-U.S. Citizens in such category and will issue the balance in DOT Warrants to such Non-

[16] "DOT Warrants" means the warrants to be issued in lieu of New Interests pursuant to the DOT Procedures and on the terms set forth in the DOT Warrants Agreement.

U.S. Citizens instead, and Non-U.S. Citizens in the succeeding categories shall receive all DOT Warrants instead of New Common Stock.

iv. ***Exit Facilities***

As discussed above and in Section 5.6 of the Plan, subject to the terms and conditions of the Plan and the applicable Exit Facility Documents, holders of Prepetition Secured Loan Claims that participate in the DRO and the DIP Lenders (as defined in the Plan) will become lenders under the Exit Term Loan Facility which will have an aggregate principal amount of $250,000,000, comprised of (a) the DRO Term Loans and (b) the Exit Term Loans converted from the DIP Rolled-Up Loans. Also on the Plan Effective Date, the Reorganized Debtors will enter into the Exit Facility Documents, and the Exit Securitization Program will be made available to the Reorganized Debtors, pursuant to the terms and conditions set forth in the Exit Facility Documents. The Exit Term Loan Facility and Exit Securitization Program, together with the other transactions described above, are anticipated to provide the Debtors with adequate capital to emerge from these chapter 11 cases successfully and compete in their industry.

B. Summary of Plan Classification and Treatment of Claims

Under the Bankruptcy Code, only holders of claims or interests in "impaired" Classes are entitled to vote on the Plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is "impaired" unless (i) the Plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof or (ii) notwithstanding any legal right to an accelerated payment of such claim or interest, the Plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

Holders of Claims in the following Classes are being solicited under, and are entitled to vote on, the Plan:

- Class 3—Prepetition Secured Loan Claims; and
- Class 7—Prepetition Unsecured Note Claims;

The following table summarizes: (i) the treatment of Claims and Interests under the Plan; (ii) which Classes are impaired by the Plan; (iii) which Classes are entitled to vote on the Plan; and (iv) the estimated recoveries for holders of Claims and Interests. The table is qualified in its entirety by reference to the full text of the Plan. For a more detailed summary of the terms and provisions of the Plan, *see* Section VI – Summary of Plan below. A detailed discussion of the analysis underlying the estimated recoveries, including the assumptions underlying such analysis, is set forth in the valuation analysis in Section XII – Valuation Analysis below.

Class and Designation	Treatment under Plan	Impairment and Entitlement to Vote	Approx. Percentage Recovery[17]
Class 1: Other Priority Claims	The legal, equitable, and contractual rights of the holders of Allowed Other Priority Claims are unaltered by the Plan. On or as soon as reasonably practicable after the later of the Plan Effective Date and the date that is ten (10) Business Days after the date such Other Priority Claim becomes an Allowed Claim, except to the extent that a holder of an Allowed Other Priority Claim and the Debtors agree (with the consent of the Requisite Prepetition Secured Parties) to less favorable treatment, each holder of an Allowed Other Priority Claim shall receive in full and final satisfaction, settlement, release, and discharge of such Claim, at the option of the Debtors or Reorganized Debtors (as applicable), with the consent of the Requisite Prepetition Secured Parties, either (i) payment in full in Cash, or (ii) other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired (**Not entitled to vote** – presumed to accept)	100%
Class 2: Other Secured Claims	The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by the Plan. On or as soon as reasonably practicable after the later of the Plan Effective Date and the date that is ten (10) Business Days after the date such Other Secured Claim becomes an Allowed Claim, except to the extent that a holder of an Allowed Other Secured Claim and the Debtors agree (with the consent of the Requisite Prepetition Secured Parties) to less favorable treatment, each holder of an Allowed Other Secured Claim shall receive in full and final satisfaction, settlement, release, and discharge of such Claim, at the option of the Debtors or Reorganized Debtors (as applicable), with the consent of the Requisite	Unimpaired (**Not entitled to vote** – presumed to accept)	100%

[17] The estimated percentage recoveries set out in this table assume a Plan Equity Value of $267 million. The estimated percentage recoveries take into account dilution from, among other things, any New Interests issued pursuant to the Management Incentive Plan.

	Prepetition Secured Parties, either (i) payment in full in Cash, (ii) Reinstatement of such Allowed Other Secured Claim, or (iii) other treatment rendering such Allowed Other Secured Claim Unimpaired..		
Class 3: Prepetition Secured Loan Claims	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 to exercise the Equity Cash-Out Option in lieu of (A) receiving its Pro Rata share of the Prepetition Secured Loan Claims Equity Distribution and (B) subscribing for the ERO, in accordance with the Plan.	Impaired (**Entitled to vote**)	16%[18]
Class 4: Prepetition Securitization Program Claims	On or as soon as reasonably practicable after the Plan Effective Date, in full and final satisfaction, settlement, release, and discharge of the Prepetition Securitization Program Claims, each holder of an Allowed Prepetition Securitization Program Claims shall receive, at the option of the Debtors or Reorganized Debtors (with the consent of the Requisite Prepetition Secured Parties), as applicable, either: (i) Reinstatement of the obligations of the Debtors pursuant to the applicable Exit Facility Documents; (ii) payment in full in Cash; or (iii) such other treatment as	Unimpaired (**Not entitled to vote** – presumed to accept)	100%

[18] Estimated amounts are as of the date hereof and are subject to material change. Recovery percentages presented on account of Prepetition Secured Loan Claims and Prepetition Unsecured Note Claims each assume New Interests having values based on the Plan Equity Value and reflect the estimated Adjusted ERO Amount and Adjusted DRO Amount included in **Exhibit E**: Financial Projections and an assumed Adjusted Private Placement Amount of $135 million. Recovery percentages on account of Prepetition Secured Loan Claims do not reflect the estimated value of securities issued in consideration the Private Placement Premium, ERO Backstop Commitment Premium, and DRO Backstop Commitment Premium (as defined in the Purchase Commitment and Backstop Agreement).

	agreed with the holder of an Allowed Prepetition Securitization Program Claims and the Debtors (with the consent of the Requisite Prepetition Secured Parties).		
Class 5: SICFA Claims	The legal, equitable, and contractual rights of the holders of Allowed SICFA Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed SICFA Claim and the Debtors agree (with the consent of the Requisite Prepetition Secured Parties) to less favorable treatment, on and after the Plan Effective Date, the Reorganized Debtors shall continue to pay each Allowed SICFA Claim or dispute each SICFA Claim in the ordinary course of business.	Unimpaired (**Not entitled to vote** – presumed to accept)	100%
Class 6: Prepetition Aircraft Financing Claims	The legal, equitable, and contractual rights of the holders of Prepetition Aircraft Financing Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Prepetition Aircraft Financing Claim and the Debtors (with the consent of the Requisite Prepetition Secured Parties) agree to less favorable treatment, on and after the Plan Effective Date, the Reorganized Debtors shall continue to pay each Allowed Prepetition Aircraft Financing Claim or dispute each Prepetition Aircraft Financing Claim in the ordinary course of business.	Unimpaired (**Not entitled to vote** – presumed to accept)	100%
Class 7: Prepetition Unsecured Note Claims	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 Unsecured Note Claims Recovery Pool; (ii) the New	Impaired (**Entitled to vote**)	1%[19]

[19] Estimated amounts are as of the date hereof and are subject to material change. Recovery percentages presented on account of Prepetition Secured Loan Claims and Prepetition Unsecured Note Claims each assume New Interests having values based on the Plan Equity Value and reflect the estimated Adjusted ERO Amount and Adjusted DRO Amount included in **Exhibit E**: Financial Projections and an assumed Adjusted Private Placement Amount of $135 million. Recovery percentages on account of Prepetition Secured Loan Claims do not reflect the estimated value of securities issued in consideration the Private Placement Premium, ERO Backstop Commitment Premium, and DRO Backstop Commitment Premium (as defined in the Purchase Commitment and Backstop Agreement).

	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.		
Class 8: General Unsecured Claims	The legal, equitable, and contractual rights of the holders of Allowed General Unsecured Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed General Unsecured Claim and the Debtors (with the consent of the Requisite Prepetition Secured Parties) agree to less favorable treatment, the Debtors or Reorganized Debtors shall pay the Allowed Consenting Sponsor Claim in full in Cash on the Plan Effective Date, and on and after the Plan Effective Date, the Reorganized Debtors shall continue to pay each other Allowed General Unsecured Claim or dispute each General Unsecured Claim in the ordinary course of business.	Unimpaired (**Not entitled to vote** – presumed to accept)	100%
Class 9: Intercompany Claims	On or as soon as practicable after the Plan Effective Date, all Intercompany Claims shall be adjusted, Reinstated, or discharged, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, subject to the consent of the Requisite Prepetition Secured Parties.	Unimpaired (**Not entitled to vote** – presumed to accept)	100%
Class 10: Existing Equity Interests	On the Plan Effective Date, pursuant to the Restructuring Transactions, all Existing Equity Interests shall be cancelled, released, and extinguished and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and there shall be no distributions for holders of Existing Equity Interests on account of such Interests.	Impaired (**Not entitled to vote**– presumed to reject)	0%

C. Inquiries

If you have any questions regarding the packet of materials you have received, please reach out to Epiq Corporate Restructuring, LLC, the Debtors' voting agent (the "**Voting Agent**" or "**Epiq**") at Toll Free in the U.S. at (877) 506-0331 or Non U.S. at +1 (503) 854-0296 or by sending an electronic mail message to:

AirMethodsInfo@epiqglobal.com

Copies of this Disclosure Statement, which includes the Plan and the Plan Supplement (when filed) are also available on the Voting Agent's website, https://dm.epiq11.com/AirMethods. PLEASE DO NOT DIRECT INQUIRIES TO THE BANKRUPTCY COURT.

II.
DEBTORS' BUSINESS

A. History and Formation

Founded in 1980, Air Methods is the market-leading provider of air medical emergency services in the United States, providing more than 100,000 transports per year while offering unparalleled clinical quality, safety, and life-saving care to patients across the country. Headquartered in Greenwood Village, Colorado, the Debtors operates a fleet of approximately 390 helicopters and fixed-wing aircraft serving 47 states from over 275 bases located in 40 different states. Its reputation and reach have allowed Air Methods to outpace market growth since 2019.

B. Business Operations

i. Air Medical Services

The Debtors operate the largest air medical transport services provider in the United States, providing over 100,000 annual transports. The Debtors both lease and own aircraft and respond to two separate types of calls: emergency dispatch calls and pre-scheduled calls. The Air Medical Services business provides transports under three different models: (i) hospital-based services, where the Debtors provide aviation services to hospitals and other institutions under exclusive operating agreements; (ii) alternative delivery model (ADM) services, where the Debtors provide aviation, dispatch, and billing services to partner organizations, which provide marketing and, in most cases, medical staff and direction; and (iii) community-based services, where the Debtors provide the entire air medical transportation business as an independent service, including aviation (aircraft operation and maintenance), billing, and clinical services. Air Medical Services provides industry-leading safety and clinical quality in the air ambulance industry, including an outstanding safety track record. The Company's commitment to safety and quality enhances patient outcomes and allows the Debtors to source contracts based on its different business models while also recruiting highly skilled pilots, maintainers, and clinicians. The Debtors' outstanding clinical quality (measured by industry standards) provides greater credibility with dispatchers and hospital decision-makers, which drives recurrent calls and increases employee retention. As a result, the Debtors have maintained a strong reputation in each of the markets in which they operate.

ii. United Rotorcraft

The "United Rotorcraft" segment of the Debtors' business specializes in the design, manufacture, and certification of aeromedical and aerospace technology, which technology the Debtors sell to third parties to use in providing life-saving services. For example, as one of United Rotorcraft's key sources of revenue, the Debtors design and develop "Firehawk" retrofitted aircraft, which are modified Sikorsky s70 helicopters used for aerial firefighting and utility missions. United

Rotorcraft primarily services governmental clients, including cities, states, fire departments, and the U.S. Army.

iii. ***Non-Debtor Operations: Blue Hawaiian.***

The Debtors own certain non-Debtors operating what is essentially a stand-alone helicopter tour business under the trade name "Blue Hawaiian." Blue Hawaiian is the largest provider of helicopter tours and charter flights in Hawaii. Founded in 1985 and acquired by Air Methods in 2013, Blue Hawaiian has consistently been the leading helicopter tour company in Hawaii and is the only operator to serve all four major Hawaiian Islands—Oahu, Maui, Kauai, and the Big Island. Blue Hawaiian holds rights to conduct aerial tours over the two major national parks in Hawaii as well as smaller national parks. Blue Hawaiian also acquired Blue Hawaiian Activities in 2019, a concierge service that assists tourists with booking helicopter tours and other activities on the islands. Although Blue Hawaiian faced significant disruptions amid the COVID-19 pandemic, its performance has since recovered as tourism to Hawaii has resurged. Most recently, Blue Hawaiian provided emergency relief support amid the devastating fires in Maui, showcasing the value Blue Hawaiian is able to provide to the community in addition to its commercial success. None of the Blue Hawaiian entities are part of the chapter 11 cases and that business continues to operate in the normal course.

iv. ***Other Non-Debtor Operations.***

In addition to the above main three business segments, Air Methods has invested in separate growth-stage businesses, including: Ascend, a state-of-the-art clinician education program; Spright, a drone business serving medical and utility markets; and Skyryse, a technology developer that improves flight operation systems. Ascend provides in-person and online courses to critical-care clinicians, leveraging the Debtors' existing employees and training facilities. Spright provides innovative drone-based solutions to the healthcare and utility industries utilizing emerging technologies. Spright's healthcare solutions can transport medicine, medical supplies, and lab specimens over medium-to-long distances using drones in a highly efficient manner (including to remote areas where terrain otherwise may prevent expeditious delivery). Spright's utility solutions provide comprehensive, "turn-key" drone inspection services, incorporating all aspects of flight operation into the industry's lowest cost-per-mile service offering.[20] Skyryse develops intuitive, hyper-automated, and standardized operating systems for aircraft, aimed at improving safety and efficiency. In addition, non-Debtor Air Methods Foundation is a Colorado non-profit corporation through which Air Methods provided financial assistance to transport patients without sufficient financial resources. Air Methods Foundation is not a Debtor in these chapter 11 cases and currently has no employees, no funds, and no operations.

[20] Prior to the filing of these chapter 11 cases, the Debtors began marketing the Spright business for potential sale. That process remains ongoing. The Debtors will report any updates on such process to the Court if and as such updates arise.

v. ***Workforce.***

Because the Debtors operate in two highly regulated industries, healthcare and helicopter operations, the Debtors require a well-trained and reliable workforce. As of the Petition Date, the Debtors employ approximately 4,900 employees, of which roughly 3,700 are considered "front-line" employees, consisting of pilots, mechanics, and clinicians. Approximately 1,170 of the Debtors' employees are pilots that are unionized under the Debtors' collective bargaining agreement. The Debtors' employees perform a wide variety of critical services for the Debtors, including clinical services, aviation, manufacturing, field operations, testing and repair, engineering, sales, accounting, marketing, safety training, logistics, tax and governmental compliance, management, and back-office administration. The employees' skills and knowledge of the Debtors' infrastructure and operations are essential to the continued operation of the Debtors' business. Moreover, the Debtors' front-line employees ensure the safe transport of patients to receive care. Accordingly, the Debtors' employees are critical not only to the Debtors' financial and operational performance but also to the safety of patients and others boarding one of the Debtors' aircraft.

C. Regulation of Debtors' Business

The Debtors' operations are subject to various local, state, and federal laws and regulations including those relating to (i) the licensing and provision of helicopter flight operations and helicopter repair services, including the licensing of personnel engaged in such activities, (ii) environmental protection, (iii) health and safety, and (iv) taxation of the Debtors' earnings.

III.
CORPORATE AND CAPITAL STRUCTURE

A. Corporate Structure

As set forth on the organizational chart, each of the Debtors is a direct or indirect subsidiary of Holdings. Holdings is indirectly owned by entities affiliated with American Securities, a private equity firm. Additionally, the Debtors have nineteen non-debtor subsidiaries, five of which are foreign subsidiaries. The foreign non-debtor subsidiaries are incorporated in Australia, Ireland, the United Kingdom, Poland and Germany.

B. Directors and Officers

The Debtors' senior management team consists of the following individuals:

Name	**Position**
JaeLynn Williams	Chief Executive Officer
Chris Brady	Senior Vice President & General Counsel
Jason Kahn	Interim Chief Financial Officer
Leo Morrissette	Executive Vice President of Operations

Dallan Huff	SVP of Marketing & Commercial Strategy

C. Indebtedness

As of the date hereof, the Debtors' prepetition capital structure includes approximately $2.2 billion in funded debt. The Debtors' funded debt obligations are summarized below:

As of Petition Date: **Debt Instrument (Aggregate Principal)**	**Funded Debt** **($ millions)**
Prepetition Credit Facility (pari passu)	
Revolving Credit Facility (drawn amounts)	$ 115.8
Revolving Credit Facility (Letters of Credit commitments)	9.2
Term Loan Facility	1,175.0
Total Secured Debt	**1,300.0**
Prepetition Unsecured Notes	500.0
Prepetition Aircraft Financing	275.0
Prepetition Securitization Program	168.0
Total Funded Debt	**$2,243.0**[21]

i. ***Prepetition Credit Facility***

On April 21, 2017, certain of the Debtors entered into the Prepetition Credit Agreement, by and among (a) Air Methods, a Delaware corporation, as borrower, (b) the Subsidiary Guarantors,[22] (c) Intermediate Holdings, as parent guarantor, (d) Royal Bank of Canada, as administrative agent and collateral agent (the "**Prepetition Agent**"), and (e) the lenders party thereto (the "**Prepetition Lenders**"), pursuant to which the Prepetition Lenders agreed to provide Air Methods with (i) a revolving credit facility in an aggregate principal amount equal to $125,000,000 (the "**Revolving Credit Facility**") and (ii) a term loan facility in aggregate principal amount equal to $1,250,000,000 (the "**Term Loan Facility**" and together with the Revolving Credit Facility, the "**Prepetition Credit Facility**"). The Term Loan Facility matures in April 21, 2024. The Revolving Credit Facility matures in April 21, 2024. As of the Petition

[21] As described below, certain non-Debtor affiliates—not any of the Debtors—are "borrowers" under the AR Facility (as defined below). Accordingly, this summary chart and the amounts reflected therein do not include the balance of the Securitization Program.

[22] As used herein, "**Subsidiary Guarantors**" refers to the following Debtors: (i) United Rotorcraft Solutions, LLC, a Texas limited liability company, (ii) Air Methods Telemedicine, LLC, a Delaware limited liability company, (iii) Mercy Air Service, Inc., a California corporation, (iv) LifeNet, Inc., a Missouri corporation, (v) Rocky Mountain Holdings, L.L.C., a Delaware limited liability company, (vi) Air Methods Tours, Inc., a Delaware corporation, (vii) Blue Hawaiian Holdings, LLC, a Delaware limited liability company, (viii) Helicopter Consultants of Maui, LLC, a Hawaii limited liability company, (ix) Nevada Helicopter Leasing LLC, a Nevada limited liability company, (x) Air Repair Limited Liability Company, a Hawaii limited liability company, (xi) Alii Aviation, LLC, a Hawaii limited liability company, (xii) Tri-State Care Flight, L.L.C., an Arizona limited liability company, (xiii) Advantage LLC, a Delaware limited liability company, (xiv) Enchantment Aviation, Inc., a New Mexico corporation, (xv) Native Air Services, Inc., a Nevada corporation, (xvi) Native American Air Ambulance, Inc., a Nevada corporation, (xvii) AirMD, LLC, a Delaware limited liability company, (xviii) Midwest Corporate Air Care, LLC, a Kansas limited liability company, and (xix) Hawaii Helicopters, LLC, a Hawaii limited liability company.

Date, there are $9,182,167 in issued and outstanding letters of credit (the "**Letters of Credit**") under the Revolving Credit Facility. The Debtors' obligations under the Prepetition Credit Facility are unconditionally guaranteed by Intermediate Holdings and each of the Subsidiary Guarantors. All obligations under the Prepetition Credit Agreement, and the guarantees of those obligations, are secured by a first-priority security interest in the Collateral (as defined in the Prepetition Credit Agreement), which includes all or substantially all of the assets of the Debtors, subject to certain exceptions and permitted liens, including the Receivables Financing Agreement (as discussed below).

ii. ***Substitute Insurance Collateral Facility***

On August 2, 2023, Air Methods and certain of the Debtors entered into that certain Substitute Insurance Collateral Facility Agreement, dated as of August 2, 2023 (as may be amended, supplemented, or otherwise modified from time to time), by and among Air Methods, a Delaware corporation, certain subsidiaries of Air Methods, as guarantors, and 1970 Group, Inc. (the "**1970 Group**"), pursuant to which the 1970 Group agreed to provide Air Methods with a substitute insurance collateral facility to support Air Methods' letters of credit in connection with workers' compensation insurance obligations in an amount of $12,065,000.

iii. ***Prepetition Unsecured Notes***

Air Methods (as successor by merger with ASP AMC Merger Sub, Inc.), as issuer, the Subsidiary Guarantors, as guarantors, and Wilmington Trust, National Association, as indenture trustee, are parties to the Indenture governing 8.00% Prepetition Unsecured Notes due 2025. The Prepetition Unsecured Notes mature in May 2025. As of the Petition Date, the aggregate principal amount outstanding under the Prepetition Unsecured Notes is approximately $500,000,000.

iv. ***Securitization Program.***

Certain of the Debtors (the "**Debtor Originators**") participate in a trade receivables securitization facility and are parties to sale and contribution agreements (the "**Prepetition Sale and Contribution Agreements**") with the following non-debtor affiliates: (i) Rocky Receivables LLC, (ii) LifeNet Receivables LLC, and (iii) Mercy Receivables LLC (collectively, the "**Securitization Program Borrowers**"). Pursuant to the Prepetition Sale and Contribution Agreements, the Originators transfer certain trade receivables and related rights and interests (the "**Receivables**") to the Securitization Program Borrowers in exchange for cash and/or as a contribution of capital. The Securitization Program Borrowers borrow the cash to fund the purchase of such Receivables pursuant to that certain Receivables Financing Agreement, dated as of June 28, 2022 and amended on March 31, 2023 (and together with the Prepetition Sale and Contribution Agreements, the "**Prepetition Securitization Transaction Documents**," and the trade receivables securitization program contemplated thereunder, the "**Prepetition Securitization Program**"), by and among the Securitization Program Borrowers, as borrowers, Air Methods, as servicer (in such capacity, the "**Securitization Program Servicer**"), PNC Bank, National Association ("**PNC Bank**"), as administrative agent, PNC Bank and any other Person (as defined in the Receivables Financing Agreement) that becomes a party thereto, as lenders

(collectively, in such capacity, the "**Securitization Program Lenders**"), and PNC Capital Markets LLC, as structuring agent.

The Prepetition Securitization Program is secured by the assets of the Securitization Program Borrowers, including the Receivables and the cash proceeds therefrom. Each Debtor Originators' obligations to perform under the Prepetition Sale and Contribution Agreements is also guaranteed for PNC Bank's benefit by (i) Air Methods and Intermediate Holdings and (ii) each of the other Debtor Originators. The sale of the Receivables from the Originators to the Securitization Program Borrowers provides the Originators with liquidity to fund operating disbursements. The proceeds of all Receivables are used to satisfy the Securitization Program Borrowers' obligations under the Prepetition Securitization Transaction Documents.

The Securitization Program is a crucial source of day-to-day operating liquidity for the Debtors. As discussed below, the Debtors are seeking court approval of certain amendments to the documents underlying the Prepetition Securitization Program to ensure the Prepetition Securitization Program continues to operate in the ordinary course during the pendency of these Debtors' chapter 11 cases (the Prepetition Securitization Program as amended, the "**Securitization Program**").

v. ***Aircraft Financing Arrangements.***

Many of the Debtors' approximately 390 helicopters and fixed-winged aircraft are subject to aircraft financing arrangements, consisting of aircraft leases and promissory notes, secured by the applicable aircraft. The Debtors intend for these aircraft financing arrangements to ride through these chapter 11 cases unimpaired and to perform obligations thereunder in the ordinary course.

vi. ***Other, Non-Funded Debt Obligations***

As of the Petition Date, the Debtors estimate that approximately $65 million was due and owing to holders of pre-petition trade claims. Although the Debtors were current on their invoiced obligations to their trade vendors, amounts may still be due and owing as of the Petition Date largely as a function of the timing of the commencement of these chapter 11 cases.

D. Equity Ownership

The Debtors are subsidiaries of the Consenting Sponsor, which is a group of Delaware limited partnerships and limited liability corporations. No employee holds more than 5% of the economic or voting interests of Air Methods or the Consenting Sponsor.

IV.
KEY EVENTS LEADING TO COMMENCEMENT OF CHAPTER 11 CASES

The Debtors commenced these chapter 11 cases to implement the Plan and the transactions contemplated thereby supported by the Consenting Parties, as described above and memorialized in the Restructuring Support Agreement. Although the Debtors' business is operationally sound, the Debtors have substantial long-term funded debt that must be restructured prior to upcoming

maturities. Simply put, the Debtors require deleveraging and additional capital, as they no longer can support their existing capital structure. Through these chapter 11 cases, the Debtors will address such indebtedness while raising additional debt and equity capital to fund their go-forward operations and position the Company for long-term growth and success.

A. Prepetition Indebtedness

On March 14, 2017, American Securities LLC (and certain of its affiliates and affiliated funds) acquired the Debtors at an approximate enterprise value of $2.5 billion through a cash tender offer and merger transaction. Following the acquisition, the Debtors entered into the Prepetition Credit Agreement and issued the Prepetition Unsecured Notes under the Indenture to finance operations, which (given the nature of the Debtors' business) require significant capital to ensure growth and profitability.

The resulting capital structure initially provided the Debtors with much-needed capital that allowed the Debtors to expand operations, grow revenue, and increase annual transports. But, as described herein, unexpected changes to the market and regulatory landscape have put significant pressure on the Debtors' balance sheet, rendering the Debtors' current debt load unsustainable.

B. 2019 Operational Turnaround

The Debtors have a track record of successfully executing an operational and financial turnaround. In 2019, following performance declines and increases in direct costs and G&A expenses, the Debtors implemented a series of operational initiatives, including reduced operating costs through strategic sourcing and supply chain initiatives, closed unprofitable bases due to high costs and low reimbursement rates, and increased transport conversions by focusing on improving base management structure. Around the same time, Debtors also benefitted from changes in externalities, including an aging population (which correlates to a higher demand for transports and access to emergency healthcare), a lower-interest environment for aircraft financing that allowed the Debtors to lease and finance aircraft at favorable rates (which interest rates have since increased), improvements by the Debtors' commercial team related to growth performance, and large-scale closure of rural hospitals (which increases the need for access to transportation to critical care over longer distances, thus driving demand).

These efforts resulted in material EBITDA improvements heading into 2020.

C. Market Decline & Challenges

Unfortunately, the Debtors quickly thereafter began to experience additional external challenges related to unforeseen macroeconomic and legislative changes that significantly impacted the Debtors' business and the Air Medical Business. The list below enumerates some of the key challenges that the company has faced since its 2019 operational reset.

The COVID-19 pandemic and resulting increased demand for pilots across all aviation sectors led to significant industry-wide labor shortages in 2021 and 2022. This tightening of the labor market resulted in higher labor costs for much of the Debtors' direct workforce. To attract and retain the highly skilled workforce necessary for the Debtors' operations, the Debtors

significantly increased compensation for front-line employees, such as pilots, medics, clinicians, and mechanics. These increases included one-time bonuses and material increases to base compensation.

Cost inflation also put upward pressure on the Debtors' other operating expenses, such as direct maintenance costs, freight costs, and fuel costs. In response, the Debtors have been continually engaged to drive savings across all of its cost elements by operating more efficiently and focusing on effective supply chain management.

Air Methods is reimbursed for transports by patients, private insurance payors with in-network agreements, private insurance payors without network agreements, and government payors (like Medicaid and Medicare). When the Debtors provide a transport to a patient and generate a bill for such amounts, that bill usually is passed to one of these third-party payors, which pays all or a substantial portion of outstanding amounts.

For private payors, Air Methods has entered into agreements with various payors ("in-network" payors), which agreements predetermine the applicable reimbursement rates when the third-party payors receive such bills. For government payors, including Medicaid, Medicare, and the Veterans Administration ("**VA**"), legislation and regulation set the rate of reimbursement. When a private payor does not have an agreement with Air Methods (an "out-of-network" payor), the payor either negotiates with the Debtors as to the applicable rate of reimbursement or denies the patient's claim for reimbursement. Historically, denial of a claim put the onus on the patient to contact the payor and appeal the denial. Air Methods would partner with the patient to make an appeal for full reimbursement as necessary. If the patient was successful, the payor would pay a portion of the bill to Air Methods.

The changes in payor reimbursement dynamics described below—including changes to applicable statutes, regulations, and internal reimbursement policies—have put pressure on the Debtors' earnings and cash receipts.

Regulatory changes have impacted both private and public reimbursement rates. First, the No Surprises Act (the "**NSA**") went into effect in January 2022, with the ostensible purposes of addressing transparency issues with the American healthcare system and protecting against large out-of-network bills. But the NSA introduced additional "red tape" and complexity in the Debtors' ability to collect on their receivables. The NSA introduced a new method of resolving disputed claims—through the NSA's Independent Resolution Process ("**IDR**"). If Air Methods has an agreement with a payor as to reimbursement rate (i.e., "in-network" payor), the payor pays Air Methods the predetermined amount, usually without dispute—at least not formal dispute—and there is no need for IDR. If, however, a payor is "out-of-network" and the payor cannot agree with Air Methods as to appropriate reimbursement rate, the parties submit to resolution through the IDR process. Once in IDR, a third-party, independent arbiter resolves the dispute and determines the reimbursement amount. For most of the claims resolved through the IDR process, the Debtors have been experiencing favorable rulings with respect to the net revenue per transport ("**NRPT**") award. However, the process takes time to reach a final conclusion.

Although Air Methods has been highly successful in winning disputes during the IDR process, the amount of time to resolve a claim through IDR materially delays the Debtors' cash collection associated with such claim. Although the Debtors have made significant progress to move to in-network agreements, significant delays resulting from disputed claims being resolved using the IDR process have caused an unprecedented increase in the time to collect on receivables. This increase has been denoted by an increase in the related key metric of "days sales outstanding" ("**DSOs**").[23]

This delay is exacerbated by the shortage of arbiters and the significant back-log of disputes submitted by medical providers across industries (not just air medical providers). As a result, the Debtors can face unpredictable cash flows, which complicate the Debtors' ability to service debt obligations and forecast their expected cash flows. To mitigate the issue and reduce the number of claims submitted to IDR, the Debtors continue to negotiate contracts with payors to avoid disputes altogether, but the interim effects of the NSA dealt a blow to the Debtors' balance sheet.

In addition to regulatory changes with private payors, new legislation and regulation have reduced (or will soon reduce) reimbursement rates for public payors. In fact, at current rates, Medicaid and Medicare reimbursement rates cover less than half the costs for providing a transport. VA-covered transports currently pay above Medicaid and Medicare. In late 2020, however, the VA announced a new rule that would reduce VA reimbursement rates to match the rates reimbursed by Medicare. Despite strong opposition from medical providers—including other providers of air medical transports and general healthcare services—the VA remains steadfast in implementing the rule, as early as February 2024. Although the Debtors continue to consider ways to mitigate the effect of the contemplated rule change, the decrease in reimbursement rate will be pronounced and will put further downward pressure on the Debtors' ability to generate positive cash flows.

Due to the nature of the business, severe weather has a direct impact on the Debtors' ability to complete transports and thus a direct impact on the Debtors' ability to generate revenue. Over the past year, the Debtors have faced higher than normal weather-related cancellations, as global weather patterns continue to fluctuate dramatically. This unpredictable and uncontrollable volatility hinders the Debtors' ability to spread fixed operational costs across flights (thus negatively impacting profits and cash). To put the issue in perspective, a 1% variance in weather cancellation rate can decrease EBITDA by as much as $11,000,000 as well as place additional pressure on liquidity.

In addition to the above, the Debtors feel the strain caused by tightening financial markets, as interest rates continue to rise and unfavorable debt market conditions persist. Rising interest rates, coupled with earnings pressure from the challenges above, have dramatically reduced the Debtors' free cash flow. These factors, combined with those listed above and others, coalesced at time when the Debtors face near-term maturities for the majority of their funded debt obligations.

[23] Average DSOs for the Debtors through the implementation of the IDR process have increased by approximately three months.

D. 2022–2023 Operational Turnaround

More recently, the Debtors have taken significant actions to address its numerous business challenges. In July of 2022, the Debtors proactively initiated a comprehensive review of their business and operations to address the challenges outlined above. The Debtors' management team dedicated a significant effort to evaluating the business, highlighting strengths and opportunities, addressing business threats and creating a cross functional plan against which to execute for the year. The plan included initiatives to optimize its operations, reduce costs, and grow revenue by capitalizing on the Debtors' commercial strengths.

Key initiatives the Debtors have undertaken include: (i) a rationalization of their base footprint by closing under-performing bases, (ii) reducing costs related to base operations and back-office functions, (iii) improving the efficiency and effectiveness of their direct maintenance programs, and (iv) improving key terms with vendors through strategic sourcing efforts related to its original equipment manufacturers and other key suppliers.

In addition to successfully implementing cost reduction initiatives, the Debtors have undertaken growth initiatives focused on (i) improving reimbursement rates with insurance providers, (ii) capitalizing on selective growth investments in strategic "Greenfield" locations, and (iii) expanding offering in tangential businesses such as Ascend, their clinical training offering, and non-emergent fixed-wing transfer services.

Notwithstanding the Debtors' recent success with many of these initiatives, the Debtors' highly levered capital structure coupled with the drag from certain uncontrollable factors described above forced the Debtors to focus on a more comprehensive restructuring.

E. Prepetition Restructuring Efforts

Recognizing the need to deleverage in light of the foregoing challenges and upcoming debt maturities, the Debtors began the process of evaluating strategic alternatives. In late 2022, the Debtors engaged Weil and Lazard as legal and financial advisors, respectively, to assist the Debtors in this process.

To ensure the independence and propriety of the strategic review process, in January 2023, the Debtors' Board formed a special committee (the "**Special Committee**"). The Special Committee consists of three independent and disinterested directors: (i) Patrick Bartels; (ii) Stephen Gorman; and (iii) William Transier. Mr. Bartels and Mr. Transier collectively brought decades of restructuring and operational turnaround and transformation experience to the Debtors, while Mr. Gorman, as former CEO of Air Methods, brought invaluable knowledge of the business, operations, and industry. Mr. Gorman was already a member of the Board at this time. The Board has delegated full authority to the Special Committee to review, evaluate, and approve all matters in connection with the strategic review process.

Also in early 2023, with the oversight of the Special Committee, the Debtors and Advisors began engagement with the Ad Hoc Group, represented by Davis Polk & Wardwell LLP ("**DPW**") and Evercore Group L.L.C. (collectively, the "**Ad Hoc Group Advisors**"), to discuss various alternatives to address the Debtors' balance sheet, particularly in light of the upcoming debt maturities for the Prepetition Credit Facility. In March 2023, the Debtors executed non-

disclosure agreements with the Ad Hoc Group Advisors, and in July 2023, with the members of a steering committee of Prepetition Lenders and Prepetition Unsecured Noteholders within the Ad Hoc Group (the "**SteerCo**"). During the initial phase of engagement with the Ad Hoc Group, the Debtors, with the assistance of the Advisors, also established a virtual data room to facilitate a streamlined diligence process for the Ad Hoc Group Advisors and restricted SteerCo members, hosted numerous diligence and business plan calls with management for the benefit of the Ad Hoc Group, and participated in various meetings to discuss potential balance-sheet solutions.

As discussions progressed, the Debtors, the Ad Hoc Group, the Consenting Sponsor, and the advisors to each constructively worked to review a large volume of diligence while engaging in an ongoing dialogue. Although the parties agreed that a balance-sheet (rather than comprehensive, operational) restructuring was the best option for the Debtors, the terms of the Debtors' debt documents effectively prevented them from implementing a restructuring transaction out of court due to the requisite consents needed under the debt documents. Accordingly, the parties agreed to pursue a prepackaged in-court transaction that would deleverage the business without materially interrupting the Debtors' business operations.

As negotiations progressed, the Debtors determined that they should preserve their liquidity and not pay certain amounts due under the Prepetition Credit Agreement. On September 29, 2023, the Debtors entered into that certain *Amendment No. 2 to Credit Agreement*, by and among the Debtors and certain of their non-Debtor affiliates, and certain of the Prepetition Secured Parties (the "**CA Amendment**") to modify certain provisions of the Prepetition Credit Agreement to extend the time by which the Debtors had to pay certain principal and interest due thereunder. Concurrently, the Debtors also worked constructively with the Securitization Program Agent and the Securitization Program Lenders to execute a limited waiver to allow the Prepetition Securitization Program to continue in the ordinary course following the payment delay under the Prepetition Credit Agreement (the "**Limited Waiver**"). The CA Amendment and the Limited Waiver were initially set to terminate on October 15, 2023 but were subsequently extended through the Petition Date. In addition, the Consenting Sponsor agreed to defer receipt of payment of its October management fee payment, as further discussed in the Plan, which provided the Debtors with additional liquidity runway leading up to these chapter 11 cases.

F. Special Committee Investigation

As of August 28, 2023, the Special Committee retained Katten Muchin Rosenman LLP ("**Katten**") as counsel in connection with, among other things, conducting an investigation (the "**Investigation**") of any claims or causes of action against current and former officers, directors, and shareholders of the Company (collectively, the "**Related Parties**"). As part of the Investigation, the Special Committee issued document and information requests to the Debtors and the Debtors' equity sponsor. Katten reviewed thousands of pages of documents relevant to the Investigation, including Board materials, Air Methods financial statements, internal Air Methods documents, and internal documents from the Consenting Sponsor. Katten also interviewed Company management and a representative from the Consenting Sponsor. Katten communicated regularly with the Special Committee in conjunction with the Investigation and advised the Special Committee in connection therewith. Ultimately, based on the results of the Investigation, the Special Committee determined there were no colorable claims or causes of action worth pursuing in connection with the Related Party transactions considered as part of the

Investigation, and that the releases of Related Parties in the Plan are appropriate, subject to the members of the Special Committee's fiduciary out rights under the Restructuring Support Agreement and any new facts the Special Committee becomes aware of related to the Investigation.

G. Restructuring Support Agreement & Commencement of Chapter 11 Cases[24]

These efforts culminated in the transactions contemplated by the Plan. On October 23, 2023, after months of arms-length, good faith negotiations under the guidance of the Special Committee, the Debtors, with the Advisors' assistance, entered into the Restructuring Support Agreement with the Consenting Parties.

Pursuant to the Restructuring Support Agreement (and as further detailed therein), the Consenting Parties agreed to support a restructuring transaction by, among other things:

- voting to accept the Plan;
- agreeing to grant and not opt-out of the releases contemplated by the Plan; and
- supporting and effectuating the documentation within the milestones contemplated in the Restructuring Support Agreement.

The restructuring transactions detailed in the Restructuring Support Agreement, Plan, and Disclosure Statement will allow the Debtors to deleverage their balance sheet while keeping their operations unchanged. A summary of the restructuring transactions follows:

- the DIP Lenders have committed, pursuant to the terms set forth in the Restructuring Support Agreement, to provide a senior secured, superpriority, and priming debtor-in-possession term loan credit facility in the aggregate principal amount of up to $155,000,000, consisting of (i) new money term loans in an aggregate principal amount of $80,000,000, of which $40,000,000 will be available immediately upon entry of an interim order and (ii) subject to entry of a final order, a roll-up of up to $75,000,000 in aggregate principal amount of the outstanding Term Loans (as defined in the Prepetition Credit Agreement, the "**Prepetition Term Loans**") held by the DIP Lenders, which will convert, on a dollar-for-dollar basis, to Exit Term Loans (as defined in the Plan) upon emergence from these chapter 11 cases;
- pursuant to the Plan, certain creditors will be provided with the opportunity to participate in a debt rights offering, equity rights offering, and equity cash-out option (in each case pursuant to the terms and conditions set forth in the Plan), the proceeds of which will be used to fund distributions and provide the Debtors with a minimum of $135,000,000 of post-emergence liquidity on the Debtors' go-forward balance sheet, which offerings will be backstopped by certain creditors, in each case in

[24] The summaries in this section of the transactions and agreements embodied in the Plan and Restructuring Support Agreement are qualified in all respects by the terms of such documents.

accordance with the terms of the Purchase Commitment and Backstop Agreement (as defined in the Plan);

- pursuant to the Plan, the Securitization Program Lenders will provide an Exit Securitization Program (as defined in the Plan) to the Debtors upon emergence from these chapter 11 cases, pursuant to the terms and conditions set forth in the documents related to the Exit Securitization Program to be entered into among the Debtors and Securitization Program Lenders in accordance with the Plan; and

- other than Prepetition Secured Parties, Prepetition Unsecured Noteholders, and holders of Existing Equity Interests, all creditors—including counterparties to the Debtors aircraft leases and financing arrangements, vendors and suppliers and other general unsecured creditors—will be unimpaired under the Plan.

Together, the Restructuring Support Agreement, the Plan, and the transactions and agreements contemplated under each will accomplish a fully consensual restructuring of the Debtors' balance sheet. As a result of the diligent negotiations and hard work by the various constituents, including the Debtors, the Ad Hoc Group, the Prepetition Securitization Program Lenders, the Consenting Sponsor, and the advisors to each, the Debtors have preserved the going-concern value of the business, maximized creditor and stakeholder recovery, and minimized disruption to day-to-day operations. Accordingly, these quick chapter 11 cases will best position the Debtors for future success while providing the most value for the Debtors' creditors and other stakeholders.

V.
ANTICIPATED EVENTS DURING CHAPTER 11 CASES

A. Commencement of Chapter 11 Cases

In accordance with the Restructuring Support Agreement, the Debtors anticipate filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code on or about October 24, 2023. The filing of the petitions will commence these chapter 11 cases, at which time the Debtors will be afforded the benefits and become subject to the limitations of the Bankruptcy Code.

The Debtors intend to continue their operations in the ordinary course during the pendency of these chapter 11 cases. To facilitate the efficient and expeditious implementation of the Plan through these chapter 11 cases, and to minimize disruptions to the Debtors' operations on the Petition Date, the Debtors intend to seek to have these chapter 11 cases assigned to the same bankruptcy judge and administered jointly and to file various motions seeking important and urgent relief from the Bankruptcy Court. Such relief, if granted, will assist in the administration of these chapter 11 cases; however, there can be no assurance that the requested relief will be granted by the Bankruptcy Court.

B. First-Day Motions

On the Petition Date, the Debtors intend to file multiple motions seeking various relief from the Bankruptcy Court and authorizing the Debtors to maintain their operations in the ordinary course. Such relief is designed to ensure a seamless transition between the Debtors' prepetition and postpetition business operations, facilitate a smooth reorganization through these chapter 11 cases, and minimize any disruptions to the Debtors' operations. The Debtors intend to seek the following relief on the Petition Date to maintain their operations in the ordinary course:

- continue paying employee wages and benefits;
- continue the use of the Debtors' cash management system, bank accounts, and business forms;
- continue insurance programs, surety bond program, and the processing of workers' compensation Claims;
- continue the Debtors' customer refund programs;
- continue the Debtors' receivables financing arrangements;
- pay certain prepetition taxes, fees, and assessments;
- pay all trade claims;
- establish procedures for utility companies to request adequate assurance of payment and to prohibit utility companies from altering or discontinuing service; and
- use cash collateral and obtain approval of debtor-in-possession financing.

C. Procedural Motions

The Debtors intend to file various motions that are common to chapter 11 proceedings of similar size and complexity as these chapter 11 cases, including applications to retain various professionals to assist the Debtors in these chapter 11 cases.

D. Filings Related to DRO, ERO, Equity Cash-Out Option, Private Placement, and Foreign Ownership

The Debtors intend to file a motion (the "**Purchase Commitment and Backstop Approval Motion**") shortly after the Petition Date seeking entry of an order (the "**Purchase Commitment and Backstop Approval Order**") approving, among other things, (i) the Debtors' assumption of and performance under the Purchase Commitment and Backstop Agreement, (ii) the payment of fees and premiums in connection with the Purchase Commitment and Backstop Agreement and authority to satisfy the obligations thereunder, (iii) the DRO Procedures, ERO Procedures, and Election Procedures, and (iv) citizenship certification procedures in connection with the DOT Procedures.

The funds generated from the DRO, the ERO, and the Private Placement will help to facilitate the successful implementation of the Plan and the Restructuring Support Agreement, and the commitments made by the Commitment Parties[25] provide the appropriate assurances that the Debtors will receive sufficient funding upon the Plan Effective Date to satisfy their obligations under the Plan.

E. Confirmation Hearing

Contemporaneously with the filing of the Petition, the Debtors will seek an order of the Bankruptcy Court scheduling the Confirmation Hearing to consider (i) the adequacy of this Disclosure Statement and the Solicitation in connection herewith and (ii) confirmation of the Plan. The Debtors anticipate that notice of these hearings will be published and mailed to all known holders of Claims and Interests at least 28 calendar days before the date by which objections must be filed with the Bankruptcy Court.

F. Timetable for These Chapter 11 Cases

In accordance with the Restructuring Support Agreement, the Debtors have agreed to proceed with the implementation of the Plan through these chapter 11 cases. Among the milestones contained in the Restructuring Support Agreement is the requirement that the Debtors shall have filed the Plan Supplement with the Bankruptcy Court within 43 calendar days after the Petition Date. The Restructuring Support Agreement requires that the Voting Deadline occur within 50 calendar days after the Petition Date. The Restructuring Support Agreement also requires that the Bankruptcy Court enter the order confirming the Plan within 55 calendar days after the Petition Date. The Debtors believe they can achieve the various milestones under the Restructuring Support Agreement, the occurrence of which is crucial to reorganizing the Debtors successfully.

VI.
SUMMARY OF PLAN

A. General

This section of this Disclosure Statement summarizes the Plan, a copy of which is attached hereto as **Exhibit A**. This summary is qualified in its entirety by reference to the Plan. **YOU SHOULD READ THE PLAN IN ITS ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

In general, a chapter 11 plan (i) divides claims and equity interests into separate classes, (ii) specifies the consideration that each class is to receive under the plan, and (iii) contains other provisions necessary to implement the plan. Under the Bankruptcy Code, "claims" and "equity interests," rather than "creditors" and "shareholders," are classified because creditors and shareholders may hold claims and equity interests in more than one class. Under section 1124 of the Bankruptcy Code, a class of claims is "impaired" under a plan unless the plan (i) leaves

[25] "Commitment Parties" means, collectively, the DRO Backstop Commitment Parties, the ERO Backstop Commitment Parties, and the Private Placement Commitment Parties.

unaltered the legal, equitable, and contractual rights of each holder of a claim in such class or (ii) provides, among other things, for the cure of certain existing defaults and reinstatement of the maturity of claims in such class. Classes 3, 7, and 10 are impaired under the Plan. Ballots are being furnished herewith to all holders of Claims in Classes 3 and 7 that are entitled to vote to accept or reject the Plan (the "**Eligible Holders**").

B. Administrative Expense Claims, Fee Claims, Priority Tax Claims, DIP Claims, and Restructuring Expenses

i. ***Treatment of Administrative Expense Claims***

On, or as soon thereafter as is reasonably practicable, the later of (a) the Plan Effective Date and (b) the first Business Day after the date that is thirty (30) calendar days after the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, except to the extent that a holder of an Allowed Administrative Expense Claim and the Debtors (with the consent of the Requisite Prepetition Secured Parties) agree to less favorable treatment, each holder of an Allowed Administrative Expense Claim (other than Restructuring Expenses or Fee Claims) shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, (i) payment in full in Cash, or (ii) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; *provided* that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities.

ii. ***Treatment of Fee Claims***

(a) All Professionals seeking approval by the Bankruptcy Court of Fee Claims shall (i) file, on or before the date that is forty-five (45) calendar days after the Plan Effective Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (ii) be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court or authorized to be paid in accordance with the order(s) relating to or allowing any such Fee Claim. The Debtors or Reorganized Debtors, as applicable, are authorized to pay compensation for Professional services rendered and reimbursement of expenses incurred after the Confirmation Date in the ordinary course and without the need for Bankruptcy Court approval.

(b) On the Plan Effective Date, the Debtors shall establish and fund the Fee Escrow Account. The Debtors shall fund the Fee Escrow Account with Cash equal to each Professional's good faith estimate of its respective Fee Claims, which estimate shall be provided to the Debtors and counsel to the Ad Hoc Group at least five (5) calendar days prior to the Plan Effective Date. Funds held in the Fee Escrow Account shall not be deemed to be property of the Debtors' Estates or property of the Reorganized Debtors, but shall revert to the Reorganized Debtors only after all Allowed Fee Claims have been irrevocably paid in full. The Fee Escrow Account shall be held in trust for Professionals and for no other parties until all Allowed Fee Claims have been paid in full. Fee Claims shall be paid in full, in Cash, in such amounts as are

Allowed by the Bankruptcy Court (i) on or as soon as reasonably practicable after the date upon which a Final Order relating to any such Allowed Fee Claim is entered, (ii) on such other terms as may be mutually agreed upon between the holder of such an Allowed Fee Claim and the Debtors or the Reorganized Debtors, as applicable, or (iii) in accordance with any order of the Bankruptcy Court establishing procedures for interim compensation. The Reorganized Debtors' obligations with respect to Fee Claims shall not be limited by nor deemed limited to the balance of funds held in the Fee Escrow Account. To the extent that funds held in the Fee Escrow Account are insufficient to satisfy the amount of Allowed Fee Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Expense Claim for any such deficiency, which shall be satisfied in accordance with Section 2.1 of the Plan. When such Allowed Fee Claims have been paid in full, any remaining amount in the Fee Escrow Account shall be promptly returned to the Reorganized Debtors without any further action or order of the Bankruptcy Court. No Liens, claims, or interests shall encumber the Fee Escrow Account in any way, other than the customary liens in favor of the depository bank at which the Fee Escrow Account is maintained.

(c) Any objections to Fee Claims shall be served and filed (i) no later than twenty-one (21) calendar days after the filing of the final applications for compensation or reimbursement or (ii) such later date ordered by the Bankruptcy Court.

iii. ***Treatment of Priority Tax Claims***

On, or as soon thereafter as is reasonably practicable, the later of (a) the Plan Effective Date, to the extent such Claim is an Allowed Priority Tax Claim on the Plan Effective Date, (b) the first Business Day that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, and (c) the date such Allowed Priority Tax Claim is due and payable in the ordinary course, except to the extent that a holder of an Allowed Priority Tax Claim and the Debtors (with the consent of the Requisite Prepetition Secured Parties) agree to less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Allowed Priority Tax Claim, at the sole option of the Debtors or the Reorganized Debtors, as applicable, either (i) payment in full in Cash or (ii) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

iv. ***Treatment of DIP Claims***

All DIP Claims shall be deemed Allowed as of the Plan Effective Date in an amount equal to the aggregate amount of the DIP Obligations, including, without limitation, (a) the principal amount outstanding under the DIP Facility on such date; (b) all interest accrued and unpaid thereon through and including the date of payment; and (c) all accrued and unpaid fees, discounts, expenses, costs and indemnification obligations payable under the DIP Documents. On or as soon as reasonably practicable after the Plan Effective Date, each holder of an Allowed DIP Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim: (i) on account of the portion of such holder's Allowed DIP Claim that constitutes an Allowed DIP New Money Claim, Cash in an amount equal to such Allowed DIP New Money Claim and (ii) on account of the portion of such holder's Allowed DIP Claim that constitutes an Allowed DIP Rolled-Up Loans Claim, Exit Term Loans in an aggregate

principal amount equal to such Allowed DIP Rolled-Up Loans Claim. Notwithstanding anything to the contrary in the Plan or the Confirmation Order, the provisions of the DIP Documents that expressly survive termination or maturity of the DIP Facility (including those provisions relating to the rights of the DIP Agent and the other DIP Lenders to expense reimbursement, indemnification, and other similar amounts) shall continue in full force and effect after the Plan Effective Date in accordance with the terms thereof.

v. ***Restructuring Expenses***

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Plan Effective Date, shall be paid in full in Cash on the Plan Effective Date or as soon as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms of the RSA, DIP Orders, and any applicable fee letters, without any requirement to file a fee application with the Bankruptcy Court and without any requirement for Bankruptcy Court review or approval or the need for time detail. All Restructuring Expenses to be paid on the Plan Effective Date shall be invoiced and/or estimated prior to and as of the Plan Effective Date and such invoices and/or estimates shall be delivered to the Debtors at least five (5) Business Days before the anticipated Plan Effective Date; *provided* that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Plan Effective Date, or as soon as practicable thereafter, final invoices for all Restructuring Expenses incurred prior to and as of the Plan Effective Date shall be submitted to the Reorganized Debtors. For the avoidance of doubt, any and all DIP Obligations that are also Restructuring Expenses are entitled to all rights and protections of other DIP Obligations. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay post-Plan Effective Date, when due and payable in the ordinary course, Restructuring Expenses, whether incurred before, on, or after the Plan Effective Date. Any Restructuring Expenses invoiced after the Plan Effective Date shall be paid promptly, but no later than twenty (20) Business Days from receiving an invoice.

vi. ***Treatment of Securitization Program Claims***

All Securitization Program Claims shall be Allowed Claims. On the Plan Effective Date, unless otherwise agreed by the holder of a Securitization Program Claim and the applicable Debtor or Reorganized Debtor with the consent of the Requisite Prepetition Secured Parties, Allowed Securitization Program Claims will be satisfied in full in accordance with the terms of the Securitization Program Transaction Documents. On the Plan Effective Date, or as soon as reasonably practicable thereafter, all fees and expenses incurred by the advisors to the parties to the Securitization Program shall be paid in full in Cash to the extent required under the Final Securitization Program Order.

C. Classification of Claims and Interests

i. ***Classification in General***

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided* that a Claim or Interest is placed in a particular Class for the purpose

of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Plan Effective Date.

ii. Formation of Debtor Groups for Convenience Only

The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, confirmation of the Plan, and making distributions in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal Entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal Entities, or cause the transfer of any assets. Except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal Entities after the Plan Effective Date.

iii. Summary of Classification of Claims and Interests

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are (a) Impaired and Unimpaired under the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (c) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Fee Claims, Priority Tax Claims, DIP Claims, and Restructuring Expenses have not been classified. The classification of Claims and Interests set forth therein shall apply separately to each Debtor.

Class	**Type of Claim or Interest**	**Impairment**	**Entitled to Vote**
Class 1	Other Priority Claims	Unimpaired	No (Presumed to accept)
Class 2	Other Secured Claims	Unimpaired	No (Presumed to accept)
Class 3	Prepetition Secured Loan Claims	Impaired	Yes
Class 4	Prepetition Securitization Program Claims	Unimpaired	No (Presumed to accept)
Class 5	SICFA Claims	Unimpaired	No (Presumed to accept)
Class 6	Prepetition Aircraft Financing Claims	Unimpaired	No (Presumed to accept)
Class 7	Prepetition Unsecured Note Claims	Impaired	Yes
Class 8	General Unsecured Claims	Unimpaired	No (Presumed to accept)
Class 9	Intercompany Claims	Unimpaired	No (Presumed to accept)
Class 10	Existing Equity Interests	Impaired	No (Deemed to reject)
Class 11	Intercompany Interests	Unimpaired	No (Presumed to accept)

iv. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors or the Reorganized Debtors, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

v. ***Elimination of Vacant Classes***

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

vi. ***Voting Classes; Presumed Acceptance by Non-Voting Classes***

With respect to each Debtor, if a Class contained Claims or Interests eligible to vote and no holder of such Claims or Interests, as applicable, votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims or Interests, as applicable, in such Class.

vii. ***Voting; Presumptions; Solicitation***

(a) **Acceptance by Certain Impaired Classes**. Only holders of Claims in Class 3 and Class 7 are entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan. An Impaired Class of Interests shall have accepted the Plan if the holders of at least two-thirds (2/3) in amount of the Allowed Interests actually voting in such Class have voted to accept the Plan.

(b) **Deemed Acceptance by Unimpaired Classes**. Holders of Claims and Interests in Classes 1, 2, 4, 5, 6, 8, 9, and 11 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

(c) **Deemed Rejection by Impaired Classes**. Holders of Interests in Class 10 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

viii. ***Cramdown***

If any Class entitled to vote on the Plan does not vote to accept the Plan, the Debtors may (a) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code or (b) amend or modify the Plan in accordance with the terms hereof, the RSA, and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

ix. ***No Waiver***

Nothing contained in the Plan shall be construed to waive a Debtor's or other Entity's right to object on any basis to any Claim.

D. Treatment of Claims and Interests

i. ***Class 1: Other Priority Claims***

(a) **Treatment**: The legal, equitable, and contractual rights of the holders of Allowed Other Priority Claims are unaltered by the Plan. On or as soon as reasonably practicable after the later of the Plan Effective Date and the date that is ten (10) Business Days after the date such Other Priority Claim becomes an Allowed Claim, except to the extent that a holder of an Allowed Other Priority Claim and the Debtors agree (with the consent of the Requisite Prepetition Secured Parties) to less favorable treatment, each holder of an Allowed Other Priority Claim shall receive in full and final satisfaction, settlement, release, and discharge of such Claim, at the option of the Debtors or Reorganized Debtors (as applicable), with the consent of the Requisite Prepetition Secured Parties, either (i) payment in full in Cash, or (ii) other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(b) **Impairment and Voting**: Allowed Other Priority Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Priority Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Other Priority Claims.

ii. ***Class 2: Other Secured Claims***

(a) **Treatment**: The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by the Plan. On or as soon as reasonably practicable after the later of the Plan Effective Date and the date that is ten (10) Business Days after the date such Other Secured Claim becomes an Allowed Claim, except to the extent that a holder of an Allowed Other Secured Claim and the Debtors agree (with the consent of the Requisite Prepetition Secured Parties) to less favorable treatment, each holder of an Allowed Other Secured Claim shall receive in full and final satisfaction, settlement, release, and discharge of such Claim, at the option of the Debtors or Reorganized Debtors (as applicable), with the consent of the Requisite Prepetition Secured Parties, either (i) payment in full in Cash, (ii) Reinstatement of such Allowed Other Secured Claim, or (iii) other treatment rendering such Allowed Other Secured Claim Unimpaired.

(b) **Impairment and Voting**: Allowed Other Secured Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Secured Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Other Secured Claims.

iii. ***Class 3: Prepetition Secured Loan Claims***

(a) **Treatment**: 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 to exercise the Equity Cash-Out Option in lieu of (A) receiving its Pro Rata share of the Prepetition Secured Loan Claims Equity Distribution and (B) subscribing for the ERO, in accordance with the Plan.

(b) **Impairment and Voting**: Allowed Prepetition Secured Loan Claims are Impaired. Holders of Allowed Prepetition Secured Loan Claims are entitled to vote on the Plan.

(c) **Allowance**: The Prepetition Secured Loan Claims shall be deemed Allowed on the Plan Effective Date in the aggregate principal amount of (i) $1,175,000,000 of term loans and (ii) $115,817,833 of revolving loans, in each case plus accrued and unpaid interest, fees, and other amounts arising and payable under and in accordance with the Prepetition Credit Agreement, calculated as of the Petition Date.

iv. ***Class 4: Prepetition Securitization Program Claims***

(a) **Treatment**. On or as soon as reasonably practicable after the Plan Effective Date, in full and final satisfaction, settlement, release, and discharge of the Prepetition Securitization Program Claims, each holder of an Allowed Prepetition Securitization Program Claim shall receive, at the option of the Debtors or Reorganized Debtors (with the consent of the Requisite Prepetition Secured Parties), as applicable, either: (i) Reinstatement of the obligations of the Debtors pursuant to the applicable Exit Facility Documents; (ii) payment in full in Cash; or (iii) such other treatment as agreed with the holder of an Allowed Prepetition Securitization Program Claim and the Debtors (with the consent of the Requisite Prepetition Secured Parties).

(b) **Impairment and Voting**: Allowed Prepetition Securitization Program Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, holders of Allowed Prepetition Securitization Program Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Prepetition Securitization Program Claims.

v. ***Class 5: SICFA Claims***

(a) **Treatment**: The legal, equitable, and contractual rights of the holders of Allowed SICFA Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed SICFA Claim and the Debtors agree (with the consent of the Requisite Prepetition Secured Parties) to less favorable treatment, on and after the Plan Effective Date, the Reorganized Debtors shall continue to pay each Allowed SICFA Claim or dispute each SICFA Claim in the ordinary course of business.

(b) **Impairment and Voting**: Allowed SICFA Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed SICFA Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed SICFA Claims.

vi. ***Class 6: Prepetition Aircraft Financing Claims***

(a) **Treatment**: The legal, equitable, and contractual rights of the holders of Prepetition Aircraft Financing Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Prepetition Aircraft Financing Claim and the Debtors (with the consent of the Requisite Prepetition Secured Parties) agree to less favorable treatment, on and after the Plan Effective Date, the Reorganized Debtors shall continue to pay each Allowed Prepetition Aircraft Financing Claim or dispute each Prepetition Aircraft Financing Claim in the ordinary course of business.

(b) **Impairment and Voting**: Allowed Prepetition Aircraft Financing Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Prepetition Aircraft Financing Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Prepetition Aircraft Financing Claims.

vii. ***Class 7: Prepetition Unsecured Note Claims***

(a) **Treatment**: 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 Unsecured Note Claims Recovery Pool; (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.

(b) **Impairment and Voting**: Allowed Prepetition Unsecured Note Claims are Impaired. Holders of Allowed Prepetition Unsecured Note Claims are entitled to vote on the Plan.

(c) **Allowance**: The Prepetition Unsecured Note Claims shall be deemed Allowed on the Plan Effective Date in the aggregate principal amount of $500,000,000, plus accrued and unpaid interest, fees, and other amounts arising and payable in accordance with the Indenture.

viii. ***Class 8: General Unsecured Claims***

(a) **Treatment**: The legal, equitable, and contractual rights of the holders of Allowed General Unsecured Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed General Unsecured Claim and the Debtors (with the consent of the Requisite Prepetition Secured Parties) agree to less favorable treatment, the Debtors or Reorganized Debtors shall pay the Allowed Consenting Sponsor Claim in full in Cash on the Plan Effective Date, and on and after the Plan Effective Date, the Reorganized Debtors shall continue to pay each other Allowed General Unsecured Claim or dispute each General Unsecured Claim in the ordinary course of business.

(b) **Impairment and Voting**: Allowed General Unsecured Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed General Unsecured Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed General Unsecured Claims.

ix. ***Class 9: Intercompany Claims***

(a) **Treatment**: On or as soon as practicable after the Plan Effective Date, all Intercompany Claims shall be adjusted, Reinstated, or discharged, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, subject to the consent of the Requisite Prepetition Secured Parties.

(b) **Impairment and Voting**: All Allowed Intercompany Claims are deemed Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Claims.

x. ***Class 10: Existing Equity Interests***

(a) **Treatment:** On the Plan Effective Date, pursuant to the Restructuring Transactions, all Existing Equity Interests shall be cancelled, released, and extinguished and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and there shall be no distributions for holders of Existing Equity Interests on account of such Interests.

(b) **Impairment and Voting**: Each holder of an Existing Equity Interest is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Allowed Existing Equity Interests are not entitled to vote to accept or reject the Plan.

xi. ***Class 11: Intercompany Interests***

(a) **Treatment**: On or as soon as reasonably practicable after the Plan Effective Date, and without the need for any further corporate or limited liability company action or approval of any board of directors, management, or shareholders of any Debtor or Reorganized Debtor, as applicable, all Intercompany Interests shall be adjusted, Reinstated, or discharged as determined by the Debtors or the Reorganized Debtors, as applicable, in their sole discretion, including for the administrative convenience of maintaining the existing corporate structure of the Debtors.

(b) **Impairment and Voting**: Intercompany Interests are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Interests are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Interests.

E. Means for Implementation.

i. ***Sources of Consideration for Plan Distribution***

The Debtors and Reorganized Debtors shall fund Cash distributions under the Plan with Cash proceeds available from: (a) Cash available on or after the Plan Effective Date; (b) the DRO; (c) the ERO; (d) the Private Placement; and (e) the Exit Securitization Program.

ii. ***Compromise and Settlement of Claims, Interests, and Controversies***

(a) Pursuant to section 363 and 1123(b)(2) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Claim or Interest and any distribution to be made on account of such Claim or Interest, including, for the avoidance of doubt, with respect to the Allowed Consenting Sponsor Claim. The Plan shall be deemed a motion to approve the compromises and settlements contained in the Plan. Entry of the Confirmation Order, as of the Plan Effective Date, shall constitute the Bankruptcy Court's approval of the compromise and settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise and settlement is in the best interests of the Debtors, their Estates, and holders of such Claims and Interests, and is fair, equitable, and reasonable. The compromises, settlements, and releases described therein shall be deemed nonseverable from each other and from all other terms of the Plan.

(b) Pursuant to the compromise and settlement with respect to the Allowed Consenting Sponsor Claim, upon and as of the Debtors' or Reorganized Debtors' payment in full in Cash on the Plan Effective Date of the Allowed Consenting Sponsor Claim, all contracts, agreements, and any and all other formal or informal arrangements, other than the Definitive Documents, by and between the Consenting Sponsor and any of its Affiliates, on the one hand, and any of the Debtors or the Debtors' subsidiaries, on the other hand, shall be terminated in full without any further action by any of the parties, and any and all provisions under such terminated contracts, agreements, and other arrangements that, by their terms or otherwise, would survive such termination shall be deemed to have been consensually terminated; *provided* that notwithstanding the foregoing, (i) any and all directors' and officers' indemnification rights of the Consenting Sponsor, its Affiliates, and their representatives shall survive consistent with the provisions of Section 8.4 of the Plan, (ii) the rights of the Consenting Sponsor, its Affiliates, and their representatives as beneficiaries under any D&O Insurance Policy shall continue and be preserved in accordance with Section 8.6 of the Plan, and (iii) nothing in this Section 5.2(b) shall impact the treatment of, or recovery on account of, any Consenting Claims held by the Consenting Sponsor or any of its Affiliates. Notwithstanding the foregoing, the Consenting Sponsor, its Affiliates and their representatives may only be indemnified as set forth in this Section 5.2(b)**Error! Reference source not found.** up to twice the amount of available coverage under any D&O Insurance Policy in effect as of the date hereof.

iii. ***Debt Rights Offering***

(a) On the Plan Effective Date, Reorganized AMC shall cause the DRO to be consummated for the Adjusted DRO Amount, pursuant to the DRO Documents and the Plan. The DRO shall be conducted prior to the Plan Effective Date, and the DRO Term Loans and DRO Equity Interests shall be issued pro rata to the DRO Participants, pursuant to the DRO Documents and the Plan and subject to the DOT Procedures. The consummation of the 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 DRO Procedures. The DRO Subscription Rights may not be sold, transferred, or assigned, except in the circumstances described in the DRO Documents.

(b) In accordance with the Purchase Commitment and Backstop Agreement and subject to the terms and conditions thereof, each of the DRO Backstop Commitment Parties, among other things, has agreed (on a several and not joint basis), to fund the Unsubscribed DRO Term Loans, on the terms and in the amount(s) set forth in the Purchase Commitment and Backstop Agreement. On the Plan Effective Date, as consideration for the DRO Backstop Commitment and the other agreements of the DRO Backstop Commitment Parties under the Purchase Commitment and Backstop Agreement, and pursuant to the terms and conditions of the Purchase Commitment and Backstop Agreement and the Purchase Commitment and Backstop Approval Order, each DRO Backstop Commitment Party shall receive its pro rata share of the DRO Backstop Commitment Premium in the amount(s) set forth in the Purchase Commitment and Backstop Agreement.

iv. ***Equity Rights Offering***

(a) On the Plan Effective Date, Reorganized AMC shall cause the ERO to be consummated for the Adjusted ERO Amount, if any, pursuant to the ERO Documents and the Plan. The ERO shall be conducted prior to the Plan Effective Date and the ERO Equity Interests shall be issued pro rata to the ERO Participants, pursuant to the ERO Documents and the Plan and subject to the DOT Procedures. The consummation of the 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 ERO Procedures. ERO Subscription Rights may not be sold, transferred, or assigned, except in the circumstances described in the ERO Documents.

(b) In accordance with the Purchase Commitment and Backstop Agreement and subject to the terms and conditions thereof, each of the ERO Backstop Commitment Parties, among other things, has agreed (on a several and not joint basis) to purchase the Unsubscribed ERO Equity Interests, on the terms and in the amount(s) set forth in the Purchase Commitment and Backstop Agreement and subject to the DOT Procedures. On the Plan Effective Date, as consideration for the ERO Backstop Commitment and the other agreements of the ERO Backstop Commitment Parties under the Purchase Commitment and Backstop Agreement, and pursuant to the terms and conditions of the Purchase Commitment and Backstop Agreement and the Purchase Commitment and Backstop Approval Order, each ERO Backstop Commitment Party shall receive its pro rata share of the ERO Backstop Commitment Premium in the amount(s) set forth in the Purchase Commitment and Backstop Agreement.

v. ***Equity Cash-Out Option and Private Placement***

(a) In lieu of receiving New Interests under the Plan, each holder of an Allowed Prepetition Secured Loan Claim or an Allowed Prepetition Unsecured Note Claim shall be 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, (ii) its distribution of New Interests on account of the Prepetition Unsecured Note Claims Recovery Pool, and/or (iii) its DRO Equity Interests, as applicable, in Cash, consistent with the terms and conditions of the Equity Cash-Out Option, the Plan, and the Election Procedures. The total amount of Cash available for the Equity Cash-Out Option shall be capped at the Adjusted Private Placement Amount. 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 Election Procedures. For the avoidance of doubt, any party that participates in the ERO may not exercise its Equity Cash-Out Option.

(b) To receive its share of the Equity Cash-Out Amount, a holder of an Allowed Prepetition Secured Loan Claims or Allowed Prepetition Unsecured Note Claims must validly and timely submit an election to receive Cash in lieu of receiving New Interests under the Plan, in accordance with the instructions set forth in the Election Procedures provided to such holder. 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 Cashed-Out Equity Interests; *provided* that, 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 aggregate Adjusted Private Placement Amount, each electing holder's election shall be deemed to be reduced ratably across all electing holders, and such holders shall receive New Interests in lieu of Cash, in an amount corresponding to such reduction.

(c) The Equity Cash-Out Amount shall by funded by the proceeds of the Private Placement, pursuant to which each of the Private Placement Commitment Parties, among other things, has agreed (on a several and not joint basis) to purchase in a private placement the Private Placement Commitment Shares, on the terms and in the amount(s) set forth in the Purchase Commitment and Backstop Agreement and subject to the DOT Procedures, at the Applicable Discount Ratio, for aggregate consideration equal to the Adjusted Private Placement Amount. On the Plan Effective Date, as consideration for the Private Placement Commitments and the other agreements of the Private Placement Commitment Parties under the Purchase Commitment and Backstop Agreement, and pursuant to the terms and conditions of the Purchase Commitment and Backstop Agreement and the Purchase Commitment and Backstop Approval Order, each Private Placement Commitment Party shall receive its pro rata share of the Private Placement Commitment Premium in the amount(s) set forth in the Purchase Commitment and Backstop Agreement.

vi. ***Exit Facilities***

(a) Exit Securitization Program. On the Plan Effective Date, certain of the Reorganized Debtors and/or their Affiliates, as applicable, and the lenders party to the Exit

Securitization Program will enter into the applicable Exit Facility Documents, and the Exit Securitization Program will be made available to the Reorganized Debtors, pursuant to the terms and conditions set forth in the Exit Facility Documents. The obligations of the applicable Reorganized Debtors under the Exit Securitization Program shall constitute legal, valid, binding, and authorized obligations of such Reorganized Debtors enforceable in accordance with its terms. Upon execution of the Exit Securitization Program, all Liens and security interests granted pursuant to, or in connection with, the Exit Securitization Program shall be valid, binding, perfected, enforceable Liens and security interests in the property subject to a security interest granted pursuant to the Exit Securitization Program, with the priorities established in respect thereof under applicable non-bankruptcy law.

(b) Exit Term Loan Facility. On the Plan Effective Date, the Reorganized Debtors will enter into the applicable Exit Facility Documents, and the Exit Term Loan Facility will be made available to the Reorganized Debtors, pursuant to the terms and conditions set forth in the Exit Facility Documents. Confirmation of the Plan shall be deemed approval of the Exit Term Loan Facility and the Exit Facility Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization of the Reorganized Debtors to enter into, execute, and deliver the Exit Facility Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Term Loan Facility. The Exit Term Loan Facility shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors enforceable in accordance with its terms. Upon execution of the Exit Term Loan Facility, all Liens and security interests granted pursuant to, or in connection with the Exit Term Loan Facility shall be valid, binding, perfected, enforceable Liens and security interests in the property subject to a security interest granted by the applicable Reorganized Debtors pursuant to the Exit Term Loan Facility, with the priorities established in respect thereof under applicable non-bankruptcy law.

vii. ***Authorization and Issuance of New Common Stock, New Warrants, and DOT Warrants***

(a) On the Plan Effective Date, in the event that a Purchase Transaction is not elected, Reorganized Parent is authorized to issue or cause to be issued and shall issue (or reserve for issuance, as applicable) (i) the New Common Stock, (ii) the New Warrants, and (iii) the DOT Warrants, in each case, for distribution in accordance with the terms of the Plan without the need for any further corporate or shareholder action. On the Plan Effective Date (other than in the event of the Purchase Transaction), the New Common Stock, DOT Warrants and New Warrants shall be contributed by Reorganized Parent to Reorganized AMC (if separate Entities) (either as a capital contribution or exchange, in whole or in part, for an intercompany note issued by Reorganized AMC, as determined by the Debtors with the consent of the Requisite Prepetition Secured Parties) and, immediately thereafter, such New Common Stock, New Warrants, and DOT Warrants shall be distributed in accordance with the Plan. All of the New Common Stock, New Warrants, and DOT Warrants issuable under the Plan (or in the event of the Purchase Transaction, received pursuant to the Acquisition Agreement), when so issued, shall be duly authorized, validly issued, and, in the case of the New Common Stock (including, upon payment of the exercise price in accordance with the terms thereof, as applicable, New

Common Stock issued upon the exercise of the New Warrants and/or DOT Warrants, if any), fully paid, and non-assessable.

(b) The DOT Warrants shall be issuable pursuant to the terms of the DOT Warrants Agreement (and in the event of the Purchase Transaction, received pursuant to the Acquisition Agreement). Each DOT Warrant shall, subject to the terms of the DOT Warrants Agreement, be exercisable for one share of New Common Stock. The New Warrants shall be issuable pursuant to the terms of the New Warrants Agreement (and in the event of the Purchase Transaction, received pursuant to the Acquisition Agreement), which shall be structured such that the New Warrants do not count towards the Cap Amount to comply with applicable regulatory restrictions. The New Common Stock issuable upon exercise of the DOT Warrants and New Warrants will be subject to limitations as determined by the Debtors in their reasonable discretion to ensure compliance with applicable regulatory requirements, including but not limited to, the DOT Rules Compliance.

(c) Each holder of New Interests that will be required to execute the New Corporate Governance Documents pursuant to the terms thereof shall be deemed, without further notice or action, to have agreed to be bound by the New Corporate Governance Documents, as the same may be amended from time to time following the Plan Effective Date in accordance with their terms. The New Corporate Governance Documents shall be binding on all Entities receiving New Interests (and their respective successors and assigns) to the extent such Entities are required to execute the New Corporate Governance Documents pursuant to the terms thereof, whether received pursuant to the Plan or otherwise and regardless of whether such Entity executes or delivers a signature page to any New Corporate Governance Document.

(d) On or about the Plan Effective Date, Reorganized Parent and all holders of New Interests and New Warrants then outstanding shall be deemed to be parties to the Shareholders' Agreement, to the extent contemplated thereby, regardless of execution by any such holder, and the Shareholders' Agreement shall be binding on Reorganized Parent and all holders of New Interests and New Warrants, to the extent set forth therein.

viii. ***DOT Procedures***

(a) In no event shall Non-U.S. Citizens in the aggregate own New Common Stock in excess of the Cap Amount.

(b) Each Entity entitled to receive New Common Stock pursuant to the Plan, shall furnish the Debtors with a valid and timely written declaration of citizenship and any other documentation as the Debtors, together with the Requisite Commitment Parties (as defined in the Purchase Commitment and Backstop Agreement), deem advisable to maintain DOT Rules Compliance on or before the deadline set forth in the Election Procedures. If an Entity does not validly and timely furnish a declaration of citizenship (together with any other required documentation) to the Debtors in accordance with the instructions set forth in the Election Procedures provided to such holder, or if the declaration of citizenship has not been accepted or has been rejected by the Debtors, in their reasonable discretion and within a reasonable period of time after submission, such Entity will be considered a Non-U.S. Citizen for purposes of these DOT Procedures; *provided*, *however*, that a failure to deliver a declaration of citizenship 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.

(c) To ensure compliance with the Cap Amount, each Entity that is eligible to receive New Interests under the Plan and is a Non-U.S. Citizen shall receive DOT Warrants in lieu of New Common Stock as allocated consistent with the terms of the Purchase Commitment and Backstop Agreement. For the avoidance of doubt, each Entity that is eligible to receive New Interests under the Plan and is not a Non-U.S. Citizen shall receive New Common Stock in accordance with the Plan.

ix. ***Continued Corporate Existence; Effectuating Documents; Further Transactions***

(a) Except as otherwise provided in the Plan, the Debtors shall continue to exist after the Plan Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to, as applicable, (i) the New Corporate Governance Documents, (ii) the respective certificate of incorporation and bylaws (or other analogous formation, constituent, or governance documents) in effect before the Plan Effective Date, except to the extent such certificate of incorporation or bylaws (or other analogous formation, constituent, or governance documents) is amended by the Plan or otherwise, and to the extent any such document is amended, such document is deemed to be amended pursuant to the Plan and requires no further action or approval (other than any requisite filings required under applicable state or federal law), and (iii) other applicable organizational documents.

(b) On or after the Plan Effective Date, without prejudice to the rights of any party to a contract or other agreement with any Reorganized Debtor, each Reorganized Debtor may, in its sole discretion (subject to obtaining any required approvals as set forth in the New Corporate Governance Documents) take such action as permitted by applicable law and the New Corporate Governance Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including causing (i) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor, (ii) a Reorganized Debtor to be dissolved, (iii) the legal name of a Reorganized Debtor to be changed, and/or (iv) the closure of a Reorganized Debtor's Chapter 11 Case on the Plan Effective Date or any time thereafter, and such action and documents are deemed to require no further action or approval (other than any requisite filings required under applicable state, federal, or foreign law).

(c) On the Plan Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate the Plan, including (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan and the Definitive Documents and that satisfy the requirements of applicable law and any other terms to which the applicable entities may agree, (ii) the execution and delivery of appropriate instruments of transfer,

assignment, assumption, or delegation of any Asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree, (iii) the filing of appropriate certificates or articles of incorporation or formation and amendments thereto, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law, (iv) the consummation of the Restructuring Transactions, (v) if applicable, the consummation of the Purchase Transaction, and (vi) all other actions that the applicable Entities determine to be necessary or appropriate to effectuate the Restructuring Transactions, including, making filings or recordings that may be required by applicable law.

(d) In the event the Debtors, on or before the Purchase Transaction Election Date, elect to pursue the Purchase Transaction, the Debtors shall implement the Purchase Transaction as set forth therein and in the Restructuring Transactions Exhibit, and in accordance with the Restructuring Transactions.

(e) The terms of the Restructuring, including whether the Restructuring is structured as a taxable transaction (in whole or in part), will be structured in a tax-efficient manner, taking into account the tax and non-tax considerations and the associated costs of the Debtors, as determined by the Debtors in their business judgment and in accordance with the terms of the RSA.

x. ***Corporate and Limited Liability Company Action***

(a) Upon the Plan Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved by the Bankruptcy Court in all respects (whether to occur before, on, or after the Plan Effective Date), in each case, in accordance with and subject to the terms hereof. All matters provided for in the Plan involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors.

(b) On or (as applicable) before the Plan Effective Date, each officer, member of the board of directors or managers, or manager of the Debtors is (and each officer, member of the board of directors or managers, or manager of the Reorganized Debtors shall be) authorized and directed to (i) issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, indentures, and other agreements or documents contemplated by the Plan, the RSA, and the Restructuring Transactions Exhibit (or necessary or desirable to effect the transactions contemplated by the Plan, the RSA, and the Restructuring Transactions Exhibit) in the name of and on behalf of the Debtors or Reorganized Debtors, as applicable, including (A) the New Corporate Governance Documents, (B) the DRO Documents, (C) the ERO Documents, (D) the Private Placement Documents, (E) the Exit Facility Documents, (F) the New Warrants Documents, (G) the DOT Warrants Agreements, and (H) the Management Incentive Plan; and (ii) to take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the term and conditions of the Plan, the transactions contemplated by the Plan, the RSA, or the Restructuring Transactions Exhibit, and the Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, all of which shall be authorized and approved in all respects, in each case, without the need for any approvals, authorization, consents, or any further action required under applicable law, regulation, order, or rule (including

any action by the stockholders or directors or managers of the Debtors or the Reorganized Debtors) except for those expressly required pursuant to the Plan.

(c) The authorizations and approvals contemplated by this Section 5.10 shall be effective notwithstanding any requirements under non-bankruptcy law.

(d) The Confirmation Order shall and shall be deemed, pursuant to sections 363, 1123, and 1142 of the Bankruptcy Code, to authorize and direct parties, as applicable, among other things, to take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the Restructuring Transactions.

xi. ***Cancellation of Existing Securities and Agreements***

(a) Except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan, the Plan Supplement, or the Confirmation Order, on the Plan Effective Date, all agreements, instruments, notes, certificates, indentures, mortgages, Securities and other documents evidencing any Claim or Interest (other than Intercompany Claims and Intercompany Interests, to the extent they are not modified by the Plan) and any rights of any holder in respect thereof shall be deemed cancelled and of no force or effect and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, and discharged and, as applicable, shall be deemed to have been surrendered to the Disbursing Agent. The holders of or parties to such cancelled instruments, Securities, and other documentation shall have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

(b) On the Plan Effective Date, the Prepetition Unsecured Notes and Existing Equity Interests shall be deemed to have been surrendered without the need for any further action by the holder thereof.

(c) Notwithstanding such cancellation and discharge, the Prepetition Credit Agreement shall continue in effect solely to the extent necessary to (i) allow the holders of Allowed Prepetition Secured Loan Claims to receive distributions under the Plan, (ii) allow and preserve the rights of the Debtors, the Reorganized Debtors, and the Prepetition Agent, as applicable, to (A) make post-Plan Effective Date distributions on account of such Claims, (B) seek compensation and reimbursement of any reasonable and documented fees and expenses incurred in connection with implementation of the Plan to the extent not otherwise reimbursed under the DIP Orders, (C) maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, or contribution, or any other claim or entitlement, in each case, that the Prepetition Agent may have under the Plan or the Prepetition Credit Agreement, solely to the extent such right or obligation survives the discharge set forth in Section 10.3 of the Plan, or (D) take such other action, if any, pursuant to the Plan on account of the Allowed Prepetition Secured Loan Claims, and to otherwise exercise their rights and discharge their obligations relating to the interests of the holders of such Claims in accordance with the Plan, (iii) permit the Prepetition Agent to appear in these Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court after the Plan Effective Date on matters

relating to the Plan or the Prepetition Credit Agreement, and (iv) effectuate the BH Guarantor Release on the Plan Effective Date; *provided* that nothing in this Section 5.11(c) shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any liability or expense to the Reorganized Debtors.

(d) Notwithstanding such cancellation and discharge, the Indenture shall continue in effect solely to the extent necessary to (i) allow the holders of Allowed Prepetition Unsecured Note Claims to receive distributions under the Plan, (ii) allow and preserve the rights of the Debtors, the Reorganized Debtors, and the Indenture Trustee to (A) make post-Plan Effective Date distributions or (B) take such other action, if any, pursuant to the Plan on account of the Allowed Prepetition Unsecured Note Claims, and to otherwise exercise their rights and discharge their obligations relating to the interests of the holders of such Claims in accordance with the Plan, (iii) permit the Indenture Trustee to appear in these Chapter 11 Cases, and (iv) effectuate the BH Guarantor Release on the Plan Effective Date; *provided* that nothing in this Section 5.11(d) shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any liability or expense to the Reorganized Debtors.

(e) Notwithstanding such cancellation and discharge, the DIP Credit Agreement shall continue in effect solely to the extent necessary to (i) allow the holders of Allowed DIP Claims to receive distributions under the Plan, (ii) allow and preserve the rights of the Debtors, the Reorganized Debtors, and the DIP Agent, as applicable, to (A) make post-Plan Effective Date distributions on account of such Claims or (B) seek compensation and reimbursement of any reasonable and documented fees and expenses incurred in connection with implementation of the Plan to the extent not otherwise reimbursed under the DIP Orders, (C) maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, or contribution, or any other claim or entitlement that the DIP Agent may have under the Plan or the DIP Credit Agreement that expressly survives termination thereof, in all cases relating to action occurring prior to the Plan Effective Date, or (D) take such other action, if any, pursuant to the Plan on account of the Allowed DIP Claims, and to otherwise exercise their rights and discharge their obligations relating to the interests of the holders of such Claims in accordance with the Plan, and (iii) permit the DIP Agent to appear in these Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court after the Plan Effective Date on matters relating to the Plan or the DIP Credit Agreement; *provided* that nothing in this Section 5.11(e) shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any liability or expense to the Reorganized Debtors.

(f) Notwithstanding the foregoing, any provision in any agreement, instrument, note, certificate, indenture, mortgage, Security or other document that causes or effectuates, or purports to cause or effectuate, a default, termination, waiver, or other forfeiture of, or by, the Debtors of their interests as a result of the cancellations, terminations, satisfaction, releases, or discharges provided for in this Section 5.11(f) shall be deemed null and void and shall be of no force and effect.

(g) Nothing contained therein shall be deemed to cancel, terminate, release, or discharge the obligation of the Debtors or any of their counterparties under any executory contract or unexpired lease to the extent such executory contract or unexpired lease has been assumed by the Debtors pursuant to a Final Order of the Bankruptcy Court or hereunder.

xii. ***Cancellation of Certain Existing Security Interests***

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Debtors or Reorganized Debtors, as applicable, any Collateral or other property of a Debtor or its Affiliates held by such holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or lis pendens, or similar interests or documents.

xiii. ***Officers and Boards of Directors***

(a) On the Plan Effective Date, the New Board shall consist of the number of directors set forth in the New Corporate Governance Documents. The identity and affiliations of any person proposed to serve on the New Board shall be disclosed in the Plan Supplement in accordance with section 1129(a)(5) of the Bankruptcy Code, to the extent known at the time of filing.

(b) Except as otherwise provided in the Plan Supplement, the officers of the respective Reorganized Debtors immediately before the Plan Effective Date, as applicable, shall serve as the initial officers of each of the respective Reorganized Debtors on and after the Plan Effective Date. After the Plan Effective Date, the selection of officers of the Reorganized Debtors shall be as provided by their respective New Corporate Governance Documents.

(c) Except to the extent that a member of the board of directors or a manager, as applicable, of a Debtor continues to serve as a director or manager of such Debtor on and after the Plan Effective Date, the members of the board of directors or managers, as applicable, of each Debtor prior to the Plan Effective Date, in their capacities as such, shall have no continuing obligations or duties to the Reorganized Debtors on or after the Plan Effective Date and each such director or manager shall be deemed to have resigned or shall otherwise cease to be a director or manager of the applicable Debtor on the Plan Effective Date. Commencing on the Plan Effective Date, each of the directors and managers, as applicable, of each of the Reorganized Debtors shall be deemed elected to serve pursuant to the terms of the applicable New Corporate Governance Documents of such Reorganized Debtor and may be replaced or removed in accordance with such organizational documents.

xiv. ***Management Incentive Plan***

After the Plan Effective Date, the New Board shall be authorized to adopt the Management Incentive Plan. The form, terms, allocation, and vesting of all awards under the Management Incentive Plan shall be on terms to be adopted by the New Board, which shall use commercially reasonable efforts to approve the Management Incentive Plan within ninety (90) calendar days of the Plan Effective Date; *provided* that the terms of the Management Incentive Plan and all initial awards granted thereunder shall be acceptable to the RSA Creditors.

xv. ***Securities Exemptions***

(a) The offer, issuance and distribution under the Plan of the DRO Subscription Rights, the ERO Subscription Rights, the New Common Stock (other than the 4(a)(2) Rights Offering Securities and the Private Placement Commitment Shares, but including the 1145 Rights Offering Securities and the Commitment Premium Shares), the New Warrants and DOT Warrants (other than any DOT Warrants issued in lieu of 4(a)(2) Rights Offering Securities and Private Placement Commitment Shares) (in each case, including the New Common Stock issuable upon the exercise thereof) (collectively, the "**1145 Securities**"), as applicable, (i) to each holder of (A) an Allowed Prepetition Secured Loan Claim and (B) an Allowed Prepetition Unsecured Note Claim, and (ii) to the Commitment Parties as a premium in connection with the Purchase and Backstop Commitments, will, in the case of clauses (i) and (ii), be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code. The 1145 Securities issued under the Plan pursuant to Section 1145 of the Bankruptcy Code may be sold without registration under the Securities Act by the recipients thereof, subject to: (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an "underwriter" in section 2(a)(11) of the Securities Act and compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the U.S. Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments; (ii) the restrictions, if any, on the transferability of such 1145 Securities provided by law, and restrictions provided in the New Corporate Governance Documents; and (iii) any other applicable regulatory approvals and requirements.

(b) The offer, sale, issuance and distribution under the Plan of the 4(a)(2) Rights Offering Securities and the Private Placement Commitment Shares (including any DOT Warrants issued in lieu of 4(a)(2) Rights Offering Securities and Private Placement Commitment Shares (in each case, including the New Common Stock issuable upon the exercise thereof)) (collectively, the "**4(a)(2) Securities**") will be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 4(a)(2) of the Securities Act and/or Regulation D thereunder. The 4(a)(2) Securities issued under the Plan pursuant to section 4(a)(2) of the Securities Act and/or Regulation D thereunder may be sold without registration under the Securities Act by the recipients thereof, subject to: (i) the requirements of the applicable provisions of Rule 144 or Rule 144A or any other available registration exemption under the Securities Act; (ii) the restrictions, if any, on the transferability of the 4(a)(2) Securities provided by law, and restrictions provided in the New Corporate Governance Documents; and (iii) any other applicable regulatory approvals and requirements.

(c) The availability of the exemption under section 1145 of the Bankruptcy Code or any other applicable securities laws shall not be a condition to the occurrence of the Plan Effective Date.

(d) The Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order to any Entity (including, for the avoidance of doubt, any transfer agent for the New Common Stock, New Warrants, and DOT Warrants, including DTC) with respect to the treatment of the New Common Stock, New Warrants, or DOT Warrants (including any New Common Stock issuable upon the exercise thereof) to be issued under the

Plan under applicable securities laws. Any transfer agent or any Entity who may hereafter act as depositary for the New Common Stock, New Warrants, or DOT Warrants, including DTC, shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Common Stock, New Warrants, or DOT Warrants (including any New Common Stock issuable upon the exercise thereof), as applicable, is exempt from registration and/or eligible for book-entry delivery, settlement, and depository services.

(e) Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, any transfer agent for the New Common Stock, New Warrants, and DOT Warrants, including DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Stock, New Warrants, and DOT Warrants (including any New Common Stock issuable upon the exercise thereof), as applicable, is exempt from registration and/or eligible for book-entry, delivery, settlement, and depository services or validly issued, fully paid, and nonassessable.

xvi. ***Intercompany Interests***

On the Plan Effective Date and without the need for any further corporate action or approval of any board of directors, board of managers, managers, management, or Security holders of any Debtor or Reorganized Debtor, as applicable, the certificates and all other documents representing the Intercompany Interests shall be deemed to be in full force and effect.

xvii. ***Separate Plans***

Notwithstanding the combination of separate plans of reorganization for the Debtors set forth in the Plan for purposes of economy and efficiency, the Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

xviii. ***Closing of Chapter 11 Cases***

Promptly after the full administration of the Chapter 11 Cases, the Reorganized Debtors shall file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases. As of the Plan Effective Date, the Reorganized Debtors may submit separate orders to the Bankruptcy Court under certification of counsel closing certain individual Chapter 11 Cases and changing the caption of the Chapter 11 Cases accordingly. Matters concerning Claims may be heard and adjudicated in a Debtor's Chapter 11 Case that remains open regardless of whether the applicable Claim is against a Debtor in a chapter 11 case that is closed.

F. Distributions

i. ***Distributions Generally***

The Disbursing Agent shall make all Plan Distributions to the appropriate holders of Allowed Claims and Allowed Interests in accordance with the terms of the Plan.

ii. ***No Postpetition Interest on Claims***

Unless otherwise provided in the Plan, the Confirmation Order, or other order of the Bankruptcy Court, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claim and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any such Claim. For the avoidance of doubt, this Section 6.2 shall not apply to DIP Claims.

iii. ***Date of Distributions***

Unless otherwise provided in the Plan, any distributions and deliveries to be made under the Plan shall be made on the Plan Effective Date or as soon as reasonably practicable thereafter. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in ARTICLE VII.

iv. ***Distribution Record Date***

(a) As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class, as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors nor the Disbursing Agent shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, neither the Debtors nor the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

(b) The Distribution Record Date shall not apply to Prepetition Unsecured Note Claims or any Securities of the Debtors for which a Plan Distribution is to be made in exchange for such Securities.

(c) Notwithstanding anything in the Plan to the contrary, DTC and any transfer agent, registrar, or similar agent shall be required to accept and conclusively rely upon the Plan or Confirmation Order in lieu of a legal opinion regarding the validity of any transaction contemplated by the Plan, including, whether the initial sale and delivery of the New Interests and the New Warrants is exempt from registration under the Securities Act and/or eligible for DTC book entry delivery, settlement, and depositary services, and no person (including for the avoidance of doubt, DTC nor any transfer agent, trustee, notes registrar, or similar agent) may require a legal opinion with respect thereto.

v. ***Distributions after Plan Effective Date***

Distributions made after the Plan Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Plan Effective Date but which later become Allowed Claims shall be deemed to have been made on the Plan Effective Date.

vi. ***Disbursing Agent***

All Plan Distributions shall be made by the Disbursing Agent on and after the Plan Effective Date as provided therein. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. The Reorganized Debtors shall use commercially reasonable efforts to provide the Disbursing Agent (if other than the Reorganized Debtors) with the amounts of Claims and the identities and addresses of holders of Claims, in each case, as set forth in the Debtors' or Reorganized Debtors' books and records. The Reorganized Debtors shall cooperate in good faith with the applicable Disbursing Agent (if other than the Reorganized Debtors) to comply with the withholding and reporting requirements outlined in Section 6.18 of the Plan.

vii. ***Delivery of Distributions***

Subject to Bankruptcy Rule 9010, the Disbursing Agent shall make all distributions to any holder of an Allowed Claim or its authorized designee or transferee as and when required by the Plan at (a) the address of such holder on the books and records of the Debtors or their agents, (b) at the address in any written notice of address change delivered to the Debtors or the Disbursing Agent, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001, or (c) the address of the designee of such holder to the extent practicable. Subject to Section 6.8 of the Plan, in the event that any distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the Disbursing Agent has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable, such distribution shall be made to such holder without interest.

viii. ***Unclaimed Property***

(a) One year from the later of: (i) the Plan Effective Date and (ii) the date that is ten (10) Business Days after the date a Claim or Interest is first Allowed, all distributions payable on account of such Claim or Interest that are not claimed or accepted by such date shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Reorganized Debtors or their successors or assigns, and all claims of any other Entity (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Reorganized Debtors and the Disbursing Agent shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

(b) A distribution shall be deemed unclaimed if a holder has not (i) accepted a particular distribution or, in the case of distribution made by check, by ninety (90) calendar days after issuance, negotiated such check, (ii) given notice to the Reorganized Debtors of an intent to accept a particular distribution, (iii) responded to the Debtors' or Reorganized Debtors', as

applicable, request for information necessary to facilitate a particular distribution, or (iv) taken any other action necessary to facilitate such distribution.

ix. ***Satisfaction of Claims***

Unless otherwise provided in the Plan, any distributions and deliveries to be made on account of Allowed Claims under the Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

x. ***Manner of Payment under Plan***

Except as specifically provided therein, at the option of the Debtors or the Reorganized Debtors, as applicable, any Cash payment to be made under the Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors or Reorganized Debtors, as applicable.

xi. ***Fractional Shares and Warrants***

No fractional shares of New Common Stock, fractional New Warrants, or fractional DOT Warrants shall be distributed. When any distribution would otherwise result in the issuance of a number of units or shares, as applicable, of New Common Stock, New Warrants, or DOT Warrants that is not a whole number, the New Common Stock, New Warrants, or DOT Warrants, as applicable, subject to such distribution shall be rounded to the next higher or lower whole number as follows: (a) fractions equal to or greater than 1/2 shall be rounded to the next higher whole number, and (b) fractions less than 1/2 shall be rounded to the next lower whole number (or as otherwise set forth in the Definitive Documents). The total number of New Common Stock, New Warrants, and/or DOT Warrants to be distributed on account of Allowed Claims or Interests shall be adjusted as necessary to account for the rounding provided for therein.

xii. ***Minimum Distribution***

No consideration shall be provided in lieu of fractional shares that are rounded down. Neither the Reorganized Debtors nor the Disbursing Agent shall have any obligation to make a distribution that is less than $100.00 in Cash. Fractional amounts of New Common Stock, New Warrants, and/or DOT Warrants that are not distributed in accordance with Section 6.11 shall be returned to, and ownership thereof shall vest in, Reorganized Parent or Reorganized AMC, as the Reorganized Debtors shall determine.

xiii. ***No Distribution in Excess of Amount of Allowed Claim***

Notwithstanding anything to the contrary in the Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim (plus any postpetition interest on such Claim solely to the extent permitted by Section 6.2 of the Plan).

xiv. ***Allocation of Distributions Between Principal and Interest***

Except as otherwise provided in the Plan or as otherwise required by law (as determined by the Debtors or Reorganized Debtors), distributions with respect to an Allowed Claim shall be allocated first to the principal portion of such Allowed Claim (as determined for United States federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any.

xv. ***Setoffs and Recoupments***

Each Debtor or Reorganized Debtor, or such entity's designee as instructed by such Debtor or Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, set off or recoup against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any and all claims, rights, and Causes of Action of any nature whatsoever that a Debtor or Reorganized Debtor or its successors may hold against the holder of such Allowed Claim after the Plan Effective Date. Notwithstanding the foregoing, neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Debtor or Reorganized Debtor or its successor of any claims, rights, or Causes of Action that a Debtor or Reorganized Debtor or its successor or assign may possess against the holder of such Claim.

xvi. ***Rights and Powers of Disbursing Agent***

The Disbursing Agent shall be empowered to (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties hereunder, (b) make all applicable distributions or payments provided for under the Plan, (c) employ professionals to represent it with respect to its responsibilities, and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any Final Order issued after the Plan Effective Date) or pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

xvii. ***Expenses of Disbursing Agent***

To the extent the Disbursing Agent is an Entity other than a Debtor or Reorganized Debtor or as otherwise ordered by the Bankruptcy Court, subject to the written agreement of the Reorganized Debtors, the amount of any reasonable and documented out-of-pocket fees and expenses incurred by the Disbursing Agent on or after the Plan Effective Date (including taxes other than any net income taxes) and any reasonable and documented compensation and out-of-pocket expense reimbursement Claims (including for reasonable and documented outside attorneys' fees and other professional fees and out-of-pocket expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors in the ordinary course of business.

xviii. ***Withholding and Reporting Requirements***

(a) *Withholding Rights*. In connection with the Plan, any Entity issuing any instrument or making any distribution or payment in connection therewith, shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority. In the case of a non-Cash distribution that is subject to withholding, the distributing

party may require the intended recipient of such distribution to provide the applicable withholding agent with an amount of Cash sufficient to satisfy such withholding tax as a condition to receiving such distribution or withhold an appropriate portion of such distributed property and either (i) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax) or (ii) pay the withholding tax using its own funds and retain such withheld property. The distributing party shall have the right not to make a distribution under the Plan until its withholding or reporting obligation is satisfied pursuant to the preceding sentences. Any amounts withheld pursuant to the Plan shall be deemed to have been distributed to and received by the applicable recipient for all purposes of the Plan.

(b) *Forms*. Any party entitled to receive any property as an issuance or distribution under the Plan shall, upon reasonable request, deliver to the withholding agent or such other Entity designated by the Reorganized Debtors, an IRS Form W-8, IRS Form W-9 and/or any other forms or documents, as applicable, requested by any Reorganized Debtor or the applicable withholding agent to reduce or eliminate any required federal, state, or local withholding. If the party entitled to receive such property as an issuance or distribution fails to comply with any such request for a two hundred and ten (210) day period beginning on the date after the date such request is made, the amount of such issuance or distribution shall irrevocably revert to the applicable Reorganized Debtor and any Claim in respect of such distribution under the Plan shall be discharged and forever barred from assertion against such Reorganized Debtor or its respective property.

(c) Notwithstanding the above, each holder of an Allowed Claim or Interest that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such Plan Distribution.

G. Procedures for Resolving Claims

i. ***Disputed Claims Process***

Notwithstanding section 502(a) of the Bankruptcy Code, and except as otherwise set forth in the Plan, holders of Claims need not file proofs of Claim. The Reorganized Debtors and holders of Claims shall determine and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced; *provided* that nothing therein shall prevent the Debtors from filing an objection to any proof of Claim filed. For the avoidance of doubt, the Reorganized Debtors shall retain all rights, claims, defenses, counterclaims, crossclaims, or rights of setoff or recoupment with respect to any Claims, including General Unsecured Claims, in the ordinary course of business after the Plan Effective Date. Notwithstanding any other provision of the Plan, the fact that a Claim, including General Unsecured Claims, remains unaltered by the Plan shall in no way effect whether such Claim is Allowed. Unless otherwise ordered by the Bankruptcy Court, the holders of Claims shall not be subject to any claims resolution process in the Bankruptcy Court in connection with their Claims and shall, after the Plan Effective Date, retain all their rights under applicable non-bankruptcy law to pursue their Claims against the Debtors or Reorganized Debtors in any forum

with jurisdiction over the parties. Except for (i) proofs of Claim asserting damages arising out of the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to Section 8.3 of the Plan and (ii) proofs of Claim that have been objected to by the Debtors before the Plan Effective Date, upon the Plan Effective Date, any filed proofs of Claim, regardless of the time of filing, and including proofs of Claims filed after the Plan Effective Date, shall be deemed withdrawn. To the extent not otherwise provided in the Plan, the deemed withdrawal of a proof of Claim is without prejudice to such claimant's rights under this Section 7.1 of the Plan to assert its Claims after the Plan Effective Date in any forum as though the Debtors' Chapter 11 Cases had not been commenced. From and after the Plan Effective Date, the Reorganized Debtors may satisfy, dispute, settle, or otherwise compromise any Claim without approval of the Bankruptcy Court.

ii. ***Claims and Interests Administration Responsibilities***

Except as otherwise expressly provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Plan Effective Date, the Reorganized Debtors shall have the authority to: (a) file, withdraw, or litigate to judgment objections to Claims or Interests; (b) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided therein, from and after the Plan Effective Date, the Reorganized Debtors shall have and retain any and all rights and defenses the Debtor had immediately prior to the Plan Effective Date with respect to any Disputed Claim.

iii. ***Estimation of Claims***

The Debtors or Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors had previously objected to or otherwise disputed such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) calendar days after the date on which such Claim is estimated.

iv. ***Adjustment to Claims Register without Objection***

Any Claim or Interest that (a) is a duplicate, (b) has been paid or satisfied, or (c) has been amended or superseded, may be adjusted or expunged on the Claims Register by the Debtors or the Reorganized Debtors, as applicable, upon agreement between the parties in interest without an objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

v. ***Claim Resolution Procedures Cumulative***

All of the objection, estimation, and resolution procedures in the Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with the Plan without further notice or Bankruptcy Court approval.

vi. ***No Distributions Pending Allowance***

If an objection, motion to estimate, or other challenge to a Claim is filed, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

vii. ***Distributions after Allowance***

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under the Plan as of the Plan Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.

H. Executory Contracts and Unexpired Leases

i. ***General Treatment***

(a) As of and subject to the occurrence of the Plan Effective Date and the payment of any applicable Cure Amount, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed assumed, unless such contract or lease (i) was previously assumed or rejected by the Debtors, pursuant to a Final Order of the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a motion to reject filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts.

(b) Subject to (i) satisfaction of the conditions set forth in Section 8.1(a) of the Plan, (ii) resolution of any disputes in accordance with Section 8.2 of the Plan with respect to the contracts or leases subject to such dispute, and (iii) the occurrence of the Plan Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the

assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor (or its designated assignee) in accordance with its terms, except as modified by the provisions of the Plan, any Final Order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) The Debtors may file, as part of the Plan Supplement, the Schedule of Rejected Contracts.

ii. ***Determination of Assumption and Cure Disputes; Deemed Consent***

(a) Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount (i) in Cash on the Plan Effective Date, (ii) in the ordinary course of business, in each case, subject to the limitations described below, or (iii) on such other terms as the counterparties to such executory contracts or unexpired leases and the Debtors may otherwise agree.

(b) Any counterparty to an executory contract or unexpired lease that fails to object timely to the proposed assumption (i) shall be deemed to have assented to such assumption, notwithstanding any provision thereof that purports to (A) prohibit, restrict, or condition the transfer or assignment of such contract or lease or (B) terminate or permit the termination of a contract or lease as a result of any direct or indirect transfer or assignment of the rights of the Debtors under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan, and shall forever be barred and enjoined from asserting such objection against the Debtors or terminating or modifying such contract or lease on account of transactions contemplated by the Plan, and (ii) shall be forever barred, estopped, and enjoined from challenging the validity of such assumption thereafter.

(c) If there is a dispute regarding (i) any Cure Amount, (ii) the ability of the Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under such contract or lease to be assumed, or (iii) any other matter pertaining to assumption, such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective and shall not prevent or delay consummation of the Plan or the occurrence of the Plan Effective Date. Notwithstanding the foregoing, to the extent the dispute relates solely to any Cure Amounts, the applicable Debtor may assume the executory contract or unexpired lease prior to the resolution of any such dispute, as long as that the Debtor reserves Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the contract counterparty. Following entry of a Final Order resolving any such dispute, the Debtors shall have right to reject any executory contract or unexpired lease within thirty (30) calendar days of such resolution. For the avoidance of doubt, nothing provided therein shall require the Debtors to file a notice of proposed Cure Amounts to be paid in connection with an executory contract or unexpired lease that may be assumed by the Debtors pursuant to the Plan.

(d) Assumption of any executory contract or unexpired lease pursuant to the Plan, or otherwise, and satisfaction of the applicable Cure Amount pursuant to this

Section 8.2(d), shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of the assumption. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed and for which any applicable Cure Amount has been fully paid pursuant to this Section 8.2(d) shall be deemed disallowed and expunged as of the Plan Effective Date, without the need for any objection thereto or any further notice to or action, order or approval of the Bankruptcy Court or any other Entity, upon the deemed assumption of such contract or unexpired lease.

iii. ***Rejection Damages Claims***

Any counterparty to an executory contract or unexpired lease that is identified on the Schedule of Rejected Contracts or is otherwise rejected by the Debtors must file and serve a proof of Claim on the applicable Debtor that is party to the contract or lease to be rejected no later than thirty (30) calendar days after the later of (i) the Confirmation Date or (ii) the effective date of rejection of such executory contract or unexpired lease. **Any Claims arising from the rejection of an executory contract or unexpired lease not filed within such time shall be deemed disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Reorganized Debtors, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the executory contract or unexpired lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules, if any, or a proof of Claim to the contrary.**

iv. ***Survival of the Debtors' Indemnification Obligations***

Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any and all obligations of the Debtors pursuant to corporate charters, bylaws, limited liability company agreements, other organizational documents, or other agreements to indemnify current and former officers, directors, members, managers, agents, or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees, based upon any act or omission for or on behalf of the Debtors shall not be discharged or impaired by confirmation or consummation of the Plan and shall be Reinstated and remain intact, irrevocable, and shall survive the Plan Effective Date on terms no less favorable to such current and former officers, members, managers, directors, agents, or employees than the indemnification provision in place prior to the Plan Effective Date. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors. Any Claim based on the Debtors' obligations with respect thereto shall be an Allowed Claim.

v. ***Compensation and Benefit Plans***

(a) Unless otherwise modified prior to or on the Plan Effective Date, all employment policies, and all compensation and benefits plans, policies, and programs of the Debtors applicable to their respective employees, retirees, and nonemployee directors, including all restrictive covenant agreements, confidentiality agreements, savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life and accidental death and dismemberment insurance plans, are deemed to be, and shall be treated as, executory contracts under the Plan and, on the Plan Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code.

(b) The Reorganized Debtors shall: (i) adopt, assume, and/or honor in the ordinary course of business any and all contracts, agreements, policies, programs, and plans, in accordance with their respective terms, for, among other things, compensation, including any incentive plans, retention plans, health care benefits, disability benefits, deferred compensation benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation insurance, supplemental executive retirement plans, change-in-control agreements, and accidental death and dismemberment insurance for the directors, officers, and employees of any of the Debtors; and (ii) honor, in the ordinary course of business, Claims of employees employed as of the Plan Effective Date for accrued vacation time arising prior to the Plan Effective Date and not otherwise paid in the ordinary course of business or pursuant to a Final Order.

(c) Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Plan Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. For avoidance of doubt, nothing therein shall impact or limit the ability of the Reorganized Debtors to amend, modify, or terminate such arrangements in accordance with their terms following the Plan Effective Date.

vi. ***Insurance Policies***

(a) Each of the D&O Insurance Policies will be deemed and treated as an executory contract to be assumed by the Debtors under the Plan, and all obligations of the Debtors under such D&O Insurance Policies will continue as obligations of the Reorganized Debtors.

(b) In addition, after the Plan Effective Date, the Reorganized Debtors will not terminate or otherwise reduce the coverage under the D&O Insurance Policies. Any individuals covered by such D&O Insurance Policies, including all current or former members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Plan Effective Date, will be entitled to the full benefits of any such D&O Insurance Policy for the full term of the policy regardless of whether such members, managers, directors, officers, or other individuals remain in such positions after the Plan Effective Date. Notwithstanding anything therein to the contrary, the Debtors shall retain the ability to supplement, with the consent of the Requisite Prepetition Secured Parties, such D&O Insurance Policies as the

Debtors deem necessary, including by purchasing any additional tail coverage (including a tail policy).

vii. ***Modifications, Amendments, Supplements, Restatements, or Other Agreements***

(a) Unless otherwise provided therein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in any notice of assumed contracts.

(b) Modifications, amendments, and supplements to, or restatements of, prepetition executory contracts and unexpired leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the executory contract or unexpired lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

viii. ***Reservation of Rights***

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Reorganized Debtors or their respective Affiliates has any liability thereunder.

(b) Except as explicitly provided in the Plan, nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Reorganized Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(d) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under the Plan, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

I. <u>Conditions Precedent to Confirmation of Plan and Occurrence of Plan Effective Date.</u>

i. ***Conditions Precedent to Confirmation***

The Confirmation Date shall not occur unless the following conditions precedent to confirmation of the Plan have been satisfied:

(a) an order finding the Disclosure Statement contains adequate information pursuant to section 1125 of the Bankruptcy Code shall have been entered by the Court (which, for the avoidance of doubt, may be the same order as the Confirmation Order);

(b) the Plan, the Plan Supplement, and any and all of the schedules, documents, and exhibits contained therein shall have been filed with the Bankruptcy Court and shall be consistent in all material respects with the Plan and the RSA; and

(c) the RSA shall not have been terminated and shall be in full force and effect.

ii. ***Conditions Precedent to Plan Effective Date***

The Plan Effective Date shall not occur unless all of the following conditions precedent have been satisfied:

(a) the RSA shall not have been terminated and shall be in full force and effect with no notice of termination, breach, default, event of default, or similar notice having been delivered by or to any signatory thereto (to the extent such breach, default, event of default, or similar notice has not been cured or waived in accordance with the terms of the RSA);

(b) the Plan, as confirmed by the Confirmation Order, shall not have been amended or modified in any manner unless such amendment or modification is effectuated in accordance with the terms set forth in the Plan and the RSA;

(c) the Definitive Documents contain terms and conditions consistent with the RSA, including all consent rights contained therein and in any other Definitive Document;

(d) the Bankruptcy Court shall have entered the Confirmation Order in form and substance (i) acceptable to the Debtors and the Requisite Prepetition Secured Parties and (ii) reasonably acceptable to the Consenting Sponsor, and such Confirmation Order will not have been stayed or materially modified;

(e) the documents related to the Exit Term Loan Facility and the Exit Securitization Program shall have been duly executed and delivered by all of the relevant parties thereto;

(f) the Commitment Premiums and the DIP Backstop Premium shall have been issued or paid, as applicable, in full (or will be issued or paid in full concurrently with the occurrence of the Plan Effective Date) and all other fees, expenses, and other amounts contemplated to be paid by the Debtors pursuant to the Definitive Documents, to the extent due and payable as of such date, shall have been paid in full as set forth therein;

(g) all respective conditions precedent (other than any conditions related to the occurrence of the Plan Effective Date) to the effectiveness of each of the Exit Term Loan Facility and the Exit Securitization Program, shall have been satisfied or waived in accordance with the terms thereof;

(h) the Debtors will have implemented the Restructuring and all transactions contemplated by the Plan in a manner consistent with the RSA (and subject to, and in accordance with, the consent rights set forth therein);

(i) in the event of a Purchase Transaction, all conditions precedent to the closing of such sale under the Acquisition Agreement, other than the effectiveness of the Plan, shall have been satisfied or waived in accordance with the terms thereof; and

(j) the BH Guarantor Release shall have occurred;

(k) all Cash proceeds expected to be received pursuant to the ERO, the DRO, and the Private Placement, including with respect to the commitments pursuant to the Purchase Commitment and Backstop Agreement, shall have been received by the Debtors (or will be received substantially concurrently with the occurrence of the Plan Effective Date);

(l) all authorizations, consents, regulatory or governmental approvals, rulings or documents, including Bankruptcy Court approval, necessary to effectuate and implement the Plan will have been obtained.

iii. ***Waiver of Conditions Precedent***

(a) Each of the conditions precedent to the occurrence of the Plan Effective Date may be waived, in whole or in part, in writing by the Debtors and the Requisite Prepetition Secured Parties without leave of or order of the Bankruptcy Court; *provided* that waiver of the conditions precedent set forth in Sections 9.2(a), 9.2(b), 9.2(c), 9.2(d), 9.2(f), 9.2(h), or 9.2(i) shall additionally require the written consent of the Consenting Sponsor, solely to the extent such waiver would have a material and adverse effect on the rights, obligations, or interests of the Consenting Sponsor. If any such condition precedent is waived pursuant to this Section 9.3 and the Plan Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Plan Effective Date or otherwise challenging the occurrence of the Plan Effective Date on the basis that such condition was not satisfied, the waiver of such condition precedent shall benefit from the "equitable mootness" doctrine, and the occurrence of the Plan Effective Date shall foreclose any ability to challenge the Plan in any court. If the Plan is confirmed for fewer than all of the Debtors, only the conditions applicable to the Debtor or Debtors for which the Plan is confirmed must be satisfied or waived for the Plan Effective Date to occur.

(b) Except as otherwise provided therein, all actions required to be taken on the Plan Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action.

(c) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

iv. ***Effect of Failure of a Condition***

If the conditions listed in Section 9.2 of the Plan are not satisfied or waived in accordance with Section 9.3 of the Plan on or before the later of (a) the first Business Day following the date that is seventy-five (75) calendar days after the date on which the Confirmation Order is entered, and (b) such later date reasonably acceptable to the Debtors, the Requisite Prepetition Secured Parties, and the Consenting Sponsor and as set forth by the Debtors in a notice filed with the Bankruptcy Court prior to the expiration of such period, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (ii) prejudice in any manner the rights of any Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any of the Consenting Parties, or any other Entity.

J. Effect of Confirmation

i. ***Binding Effect***

As of the Plan Effective Date, the Plan shall bind (a) the Debtors; (b) the Reorganized Debtors; (c) all holders of Claims against and Interests in the Debtors and their respective successors and assigns, regardless of whether any such holders were (i) Impaired or Unimpaired under the Plan, (ii) deemed to accept or reject the Plan, (iii) failed to vote to accept or reject the Plan, or (iv) voted to reject the Plan; (d) all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan; (e) each Entity acquiring property under the Plan and the Confirmation Order; and (f) any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors.

ii. ***Vesting of Assets***

Except as otherwise provided in the Plan, the Plan Supplement, or the Confirmation Order, on and after the Plan Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors under or in connection with the Plan or the Plan Supplement, shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, encumbrances, charges, and other interests. Subject to the terms of the Plan, on and after the Plan Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims), Interests, and Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Confirmation Date for Professionals' fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

iii. ***Discharge of Claims Against and Interests in Debtors***

Unless otherwise provided in the Plan or in the Confirmation Order, effective as of the Plan Effective Date and in consideration of the distributions to be made under the Plan: (a) the rights afforded in the Plan and the treatment of all Claims and Interests shall be in exchange for and in

complete satisfaction, discharge, and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors, the Debtors' Estates, or the Reorganized Debtors; (b) all Claims and Interests shall be deemed to be satisfied, discharged, and released in full, and the liability of the Debtors and the Reorganized Debtors with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; (c) each holder (as well as any trustee or agent on behalf of a holder) of a Claim or Interest and any Affiliate, successor, or assign of such holder shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interest, rights, and liabilities that arose prior to the Plan Effective Date; and (d) all Entities shall be forever precluded and enjoined pursuant to sections 105, 524, and 1141 of the Bankruptcy Code from asserting against the Debtors, the Debtors' Estates, or the Reorganized Debtors, any other Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Plan Effective Date.

iv. ***Pre-Confirmation Injunctions and Stays***

Unless otherwise provided in the Plan or a Final Order of the Bankruptcy Court, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Plan Effective Date and the date indicated in the order providing for such injunction or stay.

v. ***Injunction against Interference with Plan***

Upon the entry of the Confirmation Order, all holders of Claims and Interests and all other parties in interest, along with their respective present and former Affiliates, employees, agents, officers, directors, and principals, shall be enjoined from taking any action to interfere with the implementation or the occurrence of the Plan Effective Date.

vi. ***Plan Injunction***

(a) Except as otherwise expressly provided in the Plan, or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims, Interests, or Causes of Action that are (i) released pursuant to Section 10.7(a) or Section 10.7(b) of the Plan, (ii) discharged pursuant to Section 10.3 of the Plan, or (iii) subject to exculpation pursuant to Section 10.8 of the Plan, and (iv) all other parties in interest, are permanently enjoined, from and after the entry of the Confirmation Order, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, an Estate, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.8 of the Plan with respect to the Exculpated Parties), as applicable, with respect to such Claims, Interests, and Causes of Action: (A) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (B) enforcing, levying, attaching (including any prejudgment attachment),

collecting, or otherwise recovering in any manner or by any means, whether directly, or indirectly, any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (C) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (D) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action unless (x) such Entity has timely asserted such setoff right either in a filed proof of Claim, or in another document filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpetition agreement with the Debtors or (i) an executory contract or (ii) an unexpired lease, in the case of (i) and (ii), that has been assumed by the Debtors as of the Plan Effective Date; (E) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan and Confirmation Order, to the full extent permitted by applicable law; (F) if such Entity is a "50-percent shareholder" as defined under section 382(g)(4)(D) of the Internal Revenue Code of 1986, as amended, with respect to any Debtor, treating, or causing any other Entity to treat, any stock (as defined under section 382(k)(6) of the Internal Revenue Code of 1986, as amended,) in any Debtor as "becoming worthless" as defined under section 382(g)(4)(D) of the Internal Revenue Code of 1986, as amended, with respect to any taxable year of such Entity ending on or before the Plan Effective Date; and (G) commencing or continuing, in any manner or in any place, any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan; *provided* that such Entities that have held, hold, or may hold Claims against, Interests in, or Causes of Action against, a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

(b) Subject in all respects to Section 11.1 of the Plan, no Entity may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part: the Debtors (including the management, direct or indirect ownership, or operation thereof) or their Estates; the Reorganized Debtors; the Chapter 11 Cases (including the filing and administration thereof); the Restructuring; any Restructuring Transaction; the RSA; the Disclosure Statement; the Purchase Transaction (if applicable); the negotiation, formulation, preparation, dissemination, or consummation of the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with the Plan (including the Plan Supplement) or any of the other Definitive Documents; the Prepetition Secured Loans; the Prepetition Unsecured Notes; the SICFA; the Prepetition Securitization Program; the Securitization Program; the Exit Securitization Program; the Exit Term Loan Facility; the DIP Facility; the DIP Documents; the DRO; the DRO Backstop Commitment; the ERO; the ERO Backstop Commitment; the Equity Cash-Out Option; the Private Placement; the Private Placement Commitment; the New Warrants; the DOT Warrants; the Aircraft Financing Arrangements; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors or Reorganized Debtors; the issuances of New Interests; the New

Corporate Governance Documents; the Management Incentive Plan; the subject matter of, or the transactions or events giving rise to any Claim or Interest that is treated in the Plan; the business or contractual or other arrangements or other interactions between any Releasing Party and any Released Party or Exculpated Party; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany transactions; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of the Plan (including the Plan Supplement); the funding of the Plan; the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan; or any other agreement, act or omission, transaction, event, or other occurrence related to the foregoing and taking place on or before the Plan Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable claim that has not, with respect to a Released Party, been released under the Plan or, with respect to an Exculpated Party, been exculpated under the Plan and (ii) specifically authorizing such Entity to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and has not been released or exculpated (as applicable) and, only to the extent legally permissible and as provided for in Section 11.1 of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

vii. ***Releases***

(a) **Releases by the Debtors. As of the Plan Effective Date, except (i) for the rights and remedies that remain in effect from and after the Plan Effective Date to enforce the Plan, the Definitive Documents, or the obligations in respect of the Restructuring Transactions or (ii) as otherwise provided in the Plan or in the Confirmation Order, on and after the Plan Effective Date, the Released Parties will be conclusively, absolutely, unconditionally and irrevocably, and forever released and discharged, to the maximum extent permitted by law, by the Debtors, the Reorganized Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Entities that may purport to assert any Cause of Action derivatively by or through the foregoing Entities, from any and all Causes of Action, including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or the Estates, that the Debtors, the Reorganized Debtors, or the Estates, would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part: the Debtors (including the management, direct or indirect ownership, or operation thereof) or their Estates; the Reorganized Debtors; the Chapter 11 Cases (including the filing and administration thereof); the Restructuring; any Restructuring Transaction; the RSA; the Disclosure Statement; the Purchase Transaction (if applicable); the negotiation, formulation, preparation, dissemination, or consummation of the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with the Plan (including the Plan Supplement) or any of the other Definitive Documents; the Prepetition Secured Loans; the Prepetition Unsecured Notes; the SICFA; the Prepetition Securitization Program; the Securitization Program; the Exit Securitization Program; the**

Exit Term Loan Facility; the DIP Facility; the DIP Documents; the DRO; the DRO Backstop Commitment; the ERO; the ERO Backstop Commitment; the Equity Cash-Out Option; the Private Placement; the Private Placement Commitment; the New Warrants; the DOT Warrants; the Aircraft Financing Arrangements; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors or Reorganized Debtors; the issuances of New Interests; the New Corporate Governance Documents; the Management Incentive Plan; the subject matter of, or the transactions or events giving rise to any Claim or Interest that is treated in the Plan; the business or contractual or other arrangements or other interactions between any Debtor and any Released Party; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany transactions; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of the Plan (including the Plan Supplement); the funding of the Plan; the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan; or any other agreement, act or omission, transaction, event, or other occurrence related to the foregoing and taking place on or before the Plan Effective Date. Notwithstanding anything to the contrary therein, the releases contained in this Section 10.7(a) shall not release any Entity from Causes of Action based on willful misconduct, gross negligence, or intentional fraud, in each case as determined by a Final Order.

(b) **Third-Party Releases. As of the Plan Effective Date, except (i) for the rights and remedies that remain in effect from and after the Plan Effective Date to enforce the Plan, the Definitive Documents, or the obligations in respect of the Restructuring Transactions or (ii) as otherwise provided in the Plan or in the Confirmation Order, on and after the Plan Effective Date, the Released Parties will be conclusively, absolutely, unconditionally, and irrevocably, and forever released and discharged, to the maximum extent permitted by law, by the Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Entities that may purport to assert any Cause of Action derivatively by or through the foregoing Entities, from any and all Causes of Action, including any derivative claims, asserted or assertable on behalf of the Releasing Parties that such Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part: the Debtors (including the management, direct or indirect ownership, or operation thereof) or their Estates; the Reorganized Debtors; the Chapter 11 Cases (including the filing and administration thereof); the Restructuring; any Restructuring Transaction; the RSA; the Disclosure Statement; the Purchase Transaction (if applicable); the negotiation, formulation, preparation, dissemination, or consummation of the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with the Plan (including the Plan Supplement) or any of the other Definitive Documents; the Prepetition Secured Loans; the Prepetition Unsecured Notes; the SICFA; the Prepetition Securitization Program; the Securitization Program; the Exit Securitization Program; the Exit Term Loan Facility; the DIP Facility; the DIP Documents; the DRO; the DRO Backstop Commitment; the ERO; the ERO Backstop Commitment; the Equity Cash-Out Option;**

the Private Placement; the Private Placement Commitment; the New Warrants; the DOT Warrants; the Aircraft Financing Arrangements; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors or Reorganized Debtors; the issuances of New Interests; the New Corporate Governance Documents; the Management Incentive Plan; the subject matter of, or the transactions or events giving rise to any Claim or Interest that is treated in the Plan; the business or contractual or other arrangements or other interactions between any Releasing Party and any Released Party in connection with the Debtors; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany transactions; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of the Plan (including the Plan Supplement); the funding of the Plan; the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan; or any other agreement, act or omission, transaction, event, or other occurrence related to the foregoing and taking place on or before the Plan Effective Date. Notwithstanding anything to the contrary therein, the releases contained in this Section 10.7(b) shall not release any Entity from Causes of Action based on willful misconduct, gross negligence, or intentional fraud, in each case as determined by a Final Order.

viii. ***Exculpation***

To the fullest extent permitted by applicable law, from and after the Petition Date through the Plan Effective Date, no Exculpated Party will have or incur, and each such Entity will be released and exculpated from, any Cause of Action based on, relating to, or in any manner arising from, in whole or in part: the Debtors (including the management, direct or indirect ownership, or operation thereof) or their Estates; the Reorganized Debtors; the Chapter 11 Cases (including the filing and administration thereof); the Restructuring; any Restructuring Transaction; the RSA; the Disclosure Statement; the Purchase Transaction (if applicable); the negotiation, formulation, preparation, dissemination, or consummation of the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with the Plan (including the Plan Supplement) or any of the other Definitive Documents; the Securitization Program; the Exit Securitization Program; the Exit Term Loan Facility; the DIP Facility; the DIP Documents; the DRO; the DRO Backstop Commitment; the ERO; the ERO Backstop Commitment; the Equity Cash-Out Option; the Private Placement; the Private Placement Commitment; the New Warrants; the DOT Warrants; the Aircraft Financing Arrangements; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors or Reorganized Debtors; the issuances of New Interests; the New Corporate Governance Documents; the Management Incentive Plan; the business or contractual or other arrangements or other interactions between any Debtor and any Exculpated Party; the restructuring of any Claim or Interest during the Chapter 11 Cases or on the Plan Effective Date; any intercompany transactions; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of the Plan (including the Plan Supplement); the funding of the Plan; the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan; the distribution of property under the Plan; or any other agreement, act or omission, transaction, event, or other occurrence related to

the foregoing and taking place on or before the Plan Effective Date. Notwithstanding anything therein to the contrary, the exculpation in this Section 10.8 shall not release or exculpate any Entity from Causes of Action based on such Entity's intentional fraud, gross negligence, or willful misconduct, in each case as determined by a Final Order, but in all respects such Entity will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. This exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting the Exculpated Parties from liability.

ix. ***Injunction Related to Releases and Exculpation***

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

x. ***Subordinated Claims***

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments thereof under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(a), 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right (subject to the consent of the Requisite Prepetition Secured Parties), to reclassify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

xi. ***Retention of Causes of Action and Reservation of Rights***

Except as otherwise provided in the Plan, including Sections 10.7(a), 10.7(b), 10.8, and 10.9, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately prior to the Plan Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Plan Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

xii. ***Ipso Facto and Similar Provisions Ineffective***

Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an

obligation of the Debtor as a result of, or gives rise to a right of any Entity based on (i) the insolvency or financial condition of a Debtor, (ii) the commencement of the Chapter 11 Cases, (iii) the confirmation or consummation of the Plan, including any change of control that shall occur as a result of such consummation, or (iv) the Restructuring Transactions.

K. Retention of Jurisdiction

i. ***Retention of Jurisdiction***

On and after the Plan Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to hear and determine motions and/or applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the entry of the Confirmation Order;

(c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) to ensure that distributions to holders of Allowed Claims and Interests are accomplished as provided in the Plan and the Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the Plan;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim;

(f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue and enforce injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code or approve any modification of the Confirmation Order or any contract, instrument, release, or other agreements or document created in connection with the Plan, the Disclosure Statement, or the Confirmation Order (in each case, to the extent Bankruptcy Court approval is necessary), or to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, the Confirmation Order, or

any order of the Bankruptcy Court, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims;

(j) to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Plan Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate the Plan, Plan Supplement, and Confirmation Order;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purposes;

(q) to hear, adjudicate, decide, or resolve any and all matters related to ARTICLE X of the Plan, including the releases, discharge, exculpations, and injunctions issued thereunder;

(r) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory;

(s) to recover all Assets of the Debtors and property of the Estates, wherever located; and

(t) to enter a final decree closing each of the Chapter 11 Cases.

ii. ***Courts of Competent Jurisdiction***

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

L. Miscellaneous Provisions

i. ***Statutory Fees***

All Statutory Fees due and payable prior to the Plan Effective Date shall be paid by the Debtors or the Reorganized Debtors. On and after the Plan Effective Date, the Reorganized Debtors shall pay any and all Statutory Fees when due and payable, and shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor or Reorganized Debtor, as applicable, shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's, or Reorganized Debtor's, as applicable, case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

ii. ***Exemption from Certain Transfer Taxes***

Pursuant to and to the fullest extent permitted by section 1146 of the Bankruptcy Code, (a) the issuance, transfer or exchange of any Securities, instruments or documents, including the DRO Subscription Rights, ERO Subscription Rights, New Common Stock, DOT Warrants, New Warrants, and the Exit Term Loans, (b) the creation of any Lien, mortgage, deed of trust or other security interest, (c) all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Plan Effective Date, including any transfers effectuated under the Plan pursuant to a Restructuring Transaction or the Purchase Transaction, (d) any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, (e) the grant of Collateral under the Exit Securitization Program, and Exit Term Loan Facility, and (f) the issuance, renewal, modification, or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, document recording tax, intangibles or similar tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

iii. ***Request for Expedited Determination of Taxes***

The Debtors and Reorganized Debtors (including in the event of the Purchase Transaction) shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Plan Effective Date.

iv. ***Dates of Actions to Implement Plan***

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

v. ***Amendments***

(a) Plan Modifications. The Plan may be amended, supplemented, or otherwise modified by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court and, in each case, in accordance with the terms of the RSA. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims pursuant to the Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes of effects of the Plan and any holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, supplemented, or otherwise modified.

(b) Certain Technical Amendments. Subject to the terms of the RSA, prior to the Plan Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court, as long as such technical adjustments and modifications do not adversely affect in a material way the treatment of the holders of Claims or Interests under the Plan.

vi. ***Revocation or Withdrawal of Plan***

To the extent permitted under the RSA and any consent rights thereunder, the Debtors reserve the right to revoke or withdraw the Plan prior to the Plan Effective Date as to any or all of the Debtors. If, with respect to a Debtor, the Plan has been revoked or withdrawn prior to the Plan Effective Date, or if confirmation or the occurrence of the Plan Effective Date as to such Debtor does not occur on the Plan Effective Date, then, with respect to such Debtor (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Entity, (ii) prejudice in any manner the rights

of such Debtor or any other Entity, or (iii) constitute an admission of any sort by any Debtor or any other Entity.

vii. ***Severability***

If, prior to the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with this Section 12.7, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Reorganized Debtors (as the case may be), and (c) nonseverable and mutually dependent.

viii. ***Governing Law***

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that the Plan or the Confirmation Order provides otherwise, the rights, duties, and obligations arising under the Plan and the Confirmation Order shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflicts of laws thereof (other than section 5-1401 and section 5-1402 of the New York General Obligations Law).

ix. ***Immediate Binding Effect***

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Plan Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, the holders of Claims or Interests (regardless of whether the holders of such Claims or Interests are deemed to have accepted or rejected the Plan), the Released Parties, and each of their respective successors and assigns.

x. ***Successors and Assigns***

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each such Entity.

xi. ***Entire Agreement***

On the Plan Effective Date, the Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

xii. ***Computing Time***

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth in the Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

xiii. ***Exhibits to Plan***

All exhibits, schedules, supplements, and appendices to the Plan (including the Plan Supplement) are incorporated into and are a part of the Plan as if set forth in full in the Plan.

xiv. ***Notices***

All notices, requests, and demands hereunder shall be in writing (including by facsimile or email transmission) and, unless otherwise provided therein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile or email transmission, upon confirmation of transmission, addressed as follows:

(1) If to the Debtors, to:

Air Methods Corporation
5500 South Quebec Street, Suite 300
Greenwood Village, CO 80111

Attention: JaeLynn Williams, Chief Executive Officer
(jaelynn.williams@airmethods.com)
Christopher Brady, SVP, General Counsel and Secretary
(christopher.brady@airmethods.com)
Jason Kahn, Interim CFO
(jason.kahn@airmethods.com)

with a copy (which will not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153

Attention: Ray C. Schrock, Esq. (Ray.Schrock@weil.com)
Kelly DiBlasi, Esq. (Kelly.DiBlasi@weil.com)
Kevin Bostel, Esq. (Kevin.Bostel@weil.com)
Alexander P. Cohen, Esq. (Alexander.Cohen@weil.com)

(2) If to the Counsel to the Ad Hoc Group,

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017

Attention: Damian S. Schaible, Esq. (Damian.Schaible@davispolk.com)
Adam L. Shpeen, Esq. (Adam.Shpeen@davispolk.com)
Stephen D. Piraino, Esq. (Stephen.Piraino@davispolk.com)
David Kratzer, Esq. (David.Kratzer@davispolk.com)

(3) If to the Counsel to the Consenting Sponsor,

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

Attention: Paul Basta, Esq. (pbasta@paulweiss.com)
Jacob Adlerstein, Esq. (jadlerstein@paulweiss.com)
Kyle R. Satterfield, Esq. (ksatterfield@paulweiss.com)

After the occurrence of the Plan Effective Date, the Reorganized Debtors have authority to send a notice to Entities that, to continue to receive documents pursuant to Bankruptcy Rule 2002, such entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. Notwithstanding the foregoing, the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Plan Effective Date, the Reorganized Debtors are authorized to limit the list of entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that have filed such renewed requests.

xv. ***Reservation of Rights.***

Except as otherwise provided therein, the Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision of the Plan, or the taking of any action by the Debtors with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Plan Effective Date.

VII.
TRANSFER RESTRICTIONS AND CONSEQUENCES UNDER FEDERAL SECURITIES LAWS

The Solicitation is being made prior to the Petition Date pursuant to section 4(a)(2) of the Securities Act from the Eligible Holders; *provided*, *however*, that each Eligible Holder is either a (A) Qualified Institutional Buyer (as defined in Rule 144A under the Securities Act) or (B) an

institutional "Accredited Investor" (as defined in SEC Rule 501(a)(1), (2), (3) or (7) under the Securities Act).

The offer, issuance and distribution under the Plan of the DRO Subscription Rights, the ERO Subscription Rights, the New Common Stock (other than the 4(a)(2) Rights Offering Securities[26] and the Private Placement Commitment Shares, but including the 1145 Rights Offering Securities[27] and the Commitment Premium Shares[28]), the New Warrants and DOT Warrants (other than any DOT Warrants issued in lieu of 4(a)(2) Rights Offering Securities and Private Placement Commitment Shares) (in each case, including the New Common Stock issuable upon the exercise thereof) (collectively, the "**1145 Securities**"), as applicable, (i) to each holder of (A) an Allowed Prepetition Secured Loan Claim and (B) an Allowed Prepetition Unsecured Note Claim, and (ii) to the Commitment Parties as a premium in connection with the Purchase and Backstop Commitments, will, in the case of clauses (i) and (ii), be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code. The 1145 Securities issued under the Plan pursuant to Section 1145 of the Bankruptcy Code may be sold without registration under the Securities Act by the recipients thereof, subject to: (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an "underwriter" in section 2(a)(11) of the Securities Act and compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the U.S. Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments; (ii) the restrictions, if any, on the transferability of such 1145 Securities provided by law, including restrictions imposed by laws applicable to air carriers, and provided in the Reorganized Debtors' organizational documents; and (iii) any other applicable regulatory approvals and requirements.

The offer, sale, issuance and distribution under the Plan of the 4(a)(2) Rights Offering Securities and the Private Placement Commitment Shares (collectively, the "**4(a)(2) Securities**") will be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 4(a)(2) of the Securities Act and/or Regulation D thereunder. The 4(a)(2) Securities issued under the Plan pursuant to section 4(a)(2) of the Securities Act and/or Regulation D thereunder may be sold without registration under the Securities Act by the recipients thereof, subject to: (i) the requirements of the applicable provisions of Rule 144 or Rule 144A or any other available registration exemption under the Securities Act; (ii) the restrictions, if any, on the transferability of the 4(a)(2) Securities provided by law, including restrictions imposed by laws applicable to air carriers, and provided in the Reorganized Debtors' organizational documents; and (iii) any other applicable regulatory approvals and requirements.

[26] "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).

[27] "1145 Rights Offering Securities" means, collectively, the New Interests issued pursuant to the 1145 DRO (other than the DRO Backstop Shares) and the 1145 ERO (other than the ERO Backstop Shares).

[28] "Commitment Premium Shares" means, collectively, the New Interests issued in payment of the Commitment Premiums.

A. Section 1145 of the Bankruptcy Code Exemption and Subsequent Transfers

Section 1145 of the Bankruptcy Code generally exempts from registration under the Securities Act the offer or sale under a chapter 11 plan of a security of the debtor, of an affiliate participating in a joint plan with the debtor, or of a successor to the debtor under a plan, if such securities are offered or sold in exchange for a claim against, or an interest in, the debtor or such affiliate, or principally in such exchange and partly for cash. Section 1145 of the Bankruptcy Code also exempts from registration (i) the offer of a security through any right to subscribe that is sold in the manner provided in the prior sentence, and (ii) the sale of a security upon the exercise of such right. The 1145 Securities will be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or action by any Entity, from registration under (i) the Securities Act, and all rules and regulations promulgated thereunder and (ii) any state or local law requiring registration for the offer, issuance, or distribution of securities. These securities may be resold without registration under the Securities Act, unless the holder is an "underwriter" with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, these securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

Section 1145(b) of the Bankruptcy Code defines "underwriter" for purposes of the Securities Act as one who, except with respect to ordinary trading transactions, (i) purchases a claim with a view to distribution of any security to be received in exchange for the claim, (ii) offers to sell securities issued under a plan for the holder of such securities, (iii) offers to buy securities issued under a plan from persons receiving such securities, if the offer to buy is made with a view to distribution, or (iv) is an issuer, as used in section 2(a)(11) of the Securities Act, with respect to such securities, which includes control persons of the issuer.

"Control," as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. The legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who owns ten percent (10%) or more of a class of voting securities of a reorganized debtor may be presumed to be a "controlling person" and, therefore, an underwriter.

Notwithstanding the foregoing, "controlling person" underwriters may be able to sell securities without registration subject to the resale limitations of Rule 144 of the Securities Act, which, in effect, permits the resale of securities received by such underwriters pursuant to a chapter 11 plan, subject to applicable volume limitations, notice and manner of sale requirements, and certain other conditions. Parties who believe they may be statutory underwriters as defined in section 1145 of the Bankruptcy Code and/or "affiliates" as defined in Rule 405 under the Securities Act are advised to consult with their own legal advisors as to the availability of the exemption provided by Rule 144.

B. Section 4(a)(2) of the Securities Act Exemption and Subsequent Transfers

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering is exempt from the registration requirements under

the Securities Act. Regulation D is a non-exclusive safe harbor from the registration requirements promulgated by the SEC under section 4(a)(2) of the Securities Act.

The Debtors believe that the 4(a)(2) Securities are issuable without registration under the Securities Act in reliance upon the exemption from registration provided under section 4(a)(2) of the Securities Act and/or Regulation D thereunder. Only Eligible Holders that are "accredited investors" (as defined in Rule 501(a) of Regulation D under the Securities Act) or "qualified institutional buyers" within the meaning of Rule 144A will be eligible to receive 4(a)(2) Securities.

The 4(a)(2) Securities will be considered "restricted securities" (within the meaning of Rule 144 under the Securities Act), will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as, under certain conditions, the resale provisions of Rule 144 under the Securities Act. Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities is an "affiliate" of the issuer. Rule 144 defines an affiliate of the issuer as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer."

The Debtors believe that the Rule 144 exemption will not be available with respect to any Eligible Holder (whether held by non-affiliates or affiliates) until at least 12 months after the Plan Effective Date. Accordingly, unless a resale registration statement becomes effective sooner, holders of 4(a)(2) Securities will be required to hold their 4(a)(2) Securities for at least 12 months and, thereafter, to sell them only in accordance with the applicable requirements of Rule 144, pursuant to a resale registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws.

Each book entry position or certificate representing, or issued in exchange for or upon the transfer, sale or assignment of, any 4(a)(2) Security shall, upon issuance, be deemed to contain or be stamped or otherwise imprinted, as applicable, with a restrictive legend 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."

The Reorganized Debtors will reserve the right to reasonably require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of any 4(a)(2) Securities. The Reorganized Debtors will also reserve the right to stop the transfer of any such securities if such transfer is not in compliance with Rule 144, pursuant to

an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws.

In any case, recipients of securities issued under the Plan are advised to consult with their own legal advisors as to the availability of any such exemption from registration requirements under state law in any given instance and as to any applicable requirements or conditions to such availability.

C. Additional Disclosure for New Interests issuable pursuant to the Rights Offerings

i. ***1145 Rights Offerings***

The aggregate number of 1145 Rights Offering Securities to be offered to Holders of Allowed Prepetition Secured Loan Claims in the 1145 DRO and 1145 ERO, as applicable, will be set such that the aggregate number of 1145 Rights Offering Securities will be equal to a number that is 10% less than the aggregate number of New Interests that will be issued to all Holders of Allowed Prepetition Secured Loan Claims in full and final satisfaction of the Allowed Prepetition Secured Loan Claims (and, accordingly, the number of 1145 Rights Offering Securities acquired by each such Holder, including each Holder of Allowed Prepetition Secured Loan Claims that fully exercises its rights, in the 1145 DRO and 1145 ERO, as applicable, will be less than the aggregate number of New Interests that will be issued to such Holder of Allowed Prepetition Secured Loan Claims in full and final satisfaction of its Allowed Prepetition Secured Loan Claims).

Because Holders of Allowed Prepetition Secured Loan Claims will receive more securities on account of their Allowed Prepetition Secured Loan Claims than the number of 1145 Rights Offering Securities received in the 1145 DRO and 1145 ERO, as applicable, the value of an Allowed Prepetition Secured Loan Claims held by a Holder of Allowed Prepetition Secured Loan Claims, as implied by the value of distributions to be made under the Plan, exceeds the cash value payable on account of such claim pursuant to the DRO Subscription Rights and ERO Subscription Rights, Holders of Allowed Prepetition Secured Loan Claims are receiving "principally" securities on account of their Allowed Prepetition Secured Loan Claims under the Plan and are only "partly" receiving securities for cash, all in accordance with section 1145(a)(1) of the Bankruptcy Code. Accordingly, the Debtors believe that the securities issued in the 1145 DRO and 1145 ERO, respectively, satisfy all the requirements of section 1145(a)(1) of the Bankruptcy Code and are, therefore, exempt from registration under the Securities Act and state securities laws (except with respect to an underwriter as described above). As a result, the value of the direct distributions being made to Holders of Allowed Prepetition Secured Loan Claims (excluding the 1145 Rights Offering Securities, and, if applicable, the 4(a)(2) Rights Offering Securities) exceeds the value of the capital being raised pursuant to the exercise of the 1145 Subscription Rights. Further, the size of the 1145 DRO and 1145 ERO, collectively (both dollar amount and number of securities), will be less than the amount and number of securities issued on account of the Allowed Prepetition Secured Loan Claims.

ii. ***4(a)(2) Rights Offerings***

The aggregate number of New Interests to be offered to Holders of Allowed Prepetition Secured Loan Claims in the 4(a)(2) DRO and 4(a)(2) ERO, as applicable, will be equal to (a) in the case of the DRO, the total number of DRO Equity Interests issued, less the total number of applicable 1145 Rights Offering Securities, and (b) in the case of the ERO, the total number of ERO Equity Interests, less the total number of applicable 1145 Rights Offering Securities.

VIII.
CERTAIN U.S FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to certain holders of Claims. This discussion does not address the U.S. federal income tax consequences to holders of Claims who are unimpaired or deemed to reject the Plan, holders of Claims not entitled to vote on the Plan or to holders of Claims acting in their capacity as DRO Backstop Parties, ERO Backstop Parties, or Private Placement Commitment Parties under the Purchase Commitment and Backstop Agreement.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the "**Tax Code**"), U.S. Treasury regulations (the "**Treasury Regulations**"), judicial authorities, published positions of the Internal Revenue Service ("**IRS**"), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and subject to significant uncertainties. The Debtors have not requested an opinion of counsel or a ruling from the IRS with respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or any court. No assurance can be given that the IRS will not assert, or that a court will not sustain, a different position than any position discussed herein.

This summary does not address foreign, state, or local tax consequences of the contemplated transactions, nor does it purport to address the U.S. federal income tax consequences of the transactions to special classes of taxpayers (e.g., non-U.S. taxpayers, controlled foreign corporations, passive foreign investment companies, small business investment companies, regulated investment companies, real estate investment trusts, banks and certain other financial institutions, insurance companies, tax-exempt entities or organizations, governmental authorities or agencies, retirement plans, individual retirement and other tax-deferred accounts, holders that are, or hold Claims through, S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes, persons whose functional currency is not the U.S. dollar, dealers in securities or foreign currency, traders that mark-to-market their securities, persons subject to the alternative minimum tax or the "Medicare" tax on net investment income, persons who use the accrual method of accounting and report income on an "applicable financial statement," and persons holding Claims that are part of a straddle, hedging, constructive sale, or conversion transaction). In addition, this discussion does not address the Foreign Account Tax Compliance Act or U.S. federal taxes other than income taxes.

This discussion assumes (unless otherwise indicated) that all Prepetition Secured Loan Claims, Prepetition Unsecured Note Claims, DOT Warrants, New Warrants, Exit Term Loans and New Interests are held as "capital assets" (generally, property held for investment) within the meaning of section 1221 of the Tax Code and that the various debt and other arrangements to which the Debtors are parties (except for the DOT Warrants, as discussed below) will be respected for U.S. federal income tax purposes in accordance with their form.

As used herein, the term "**U.S. holder**" means a beneficial owner of a Claim, New Warrant or New Interest that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions, or if the trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

If a partnership or other entity or arrangement taxable as a partnership for U.S. federal income tax purposes holds a Claim or Interest, the tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. Partners in a partnership holding any such instruments are urged to consult their own tax advisors.

The following summary of certain U.S. federal income tax consequences is for informational purposes only and is not a substitute for careful tax planning and advice based upon individual circumstances. All holders of Claims and Interests are urged to consult their own tax advisors for the U.S. federal, state, local and other tax consequences applicable under the Plan.

B. Consequences to Debtors

For U.S. federal income tax purposes, each of the Debtors is a member of an affiliated group of corporations, or is a disregarded entity all of whose income, losses and deductions are taken into account by a member of the group, that files a single consolidated U.S. federal income tax return, of which Holdings is the common parent (the "**AMC Group**").

The Debtors estimate that, as of December 31, 2022, the AMC Group had consolidated net operating loss ("**NOL**") carryforwards of approximately $40 million for U.S. federal income tax purposes, carryforwards of disallowed business interest expense of at least $345 million and carryforwards of unused general business credits of approximately $650,000. The Debtors expect to have net income from operations for the 2023 tax year, to be offset by available carryforwards, subject to standard income limitations (before taking into account the

implementation of the Plan and the tax consequences thereof). The existence and amount of the AMC Group's loss and tax credit carryforwards and other tax attributes, including its tax basis in assets (collectively, "**Tax Attributes**") remains subject to audit and potential adjustment by the IRS. In addition, certain trading activity and certain other actions prior to the Effective Date relating to direct and indirect ownership of equity and securities of the Debtors could result in an "ownership change" of the Debtors independent of the Plan which could adversely affect the Debtors' ability to fully utilize the Tax Attributes. In an attempt to minimize the likelihood of such an ownership change occurring, the Restructuring Support Agreement contains restrictions on transfers of direct and indirect interests in the Debtors.

Effective for taxable years beginning after December 31, 2022, the Tax Code generally imposes a 15% corporate alternative minimum tax on corporations with book net income (subject to certain adjustments) exceeding on average $1 billion over any three-year testing period. The Debtors do not believe they are currently subject to the new corporate alternative minimum tax.

As discussed below, it is anticipated that the Debtors' tax attributes (which, in the Debtors' circumstances, generally includes tax basis in assets and certain other Tax Attributes) would be substantially reduced in connection with the implementation of the Plan (assuming no Purchase Transaction). If the Debtors implement the restructuring in the form of a Purchase Transaction, the impact on the Debtors' tax basis and other tax attributes would be altered significantly. In the event a Purchase Transaction (discussed below) is consummated, the Debtors expect that the acquiring entities would obtain, as a result of such transaction, a tax basis in all or substantially all of the assets of the Debtors equal to their fair market value, but would not acquire or succeed to any of the other Tax Attributes (other than possibly certain Tax Attributes of certain of the subsidiary corporate Debtors).

i. ***Cancellation of Debt***

In general, the Tax Code provides that a debtor in a bankruptcy case must reduce certain of its tax attributes – such as NOL carryforwards and current year NOLs, capital loss carryforwards, certain tax credits, and tax basis in assets – by the amount of any cancellation of debt ("**COD**") incurred pursuant to a confirmed chapter 11 plan. Currently, disallowed interest expense carryforwards are not a tax attribute subject to such reduction. In applying this attribute reduction rule to the tax basis in assets, the tax law limits the reduction in tax basis to the amount by which the tax basis exceeds the debtor's post-emergence liabilities (often referred to as the "liability floor"). The amount of COD incurred is generally the amount by which the indebtedness discharged exceeds the value of any consideration given in exchange therefor. Certain statutory or judicial exceptions may apply to limit the amount of COD incurred for U.S. federal income tax purposes. Where the debtor joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury Regulations require, in certain circumstances, that the tax attributes of the consolidated subsidiaries of the debtor and other members of the group must also be reduced.

The Debtors expect to incur a substantial amount of COD as a result of the implementation of the Plan. The amount of such COD and resulting reduction in Tax Attributes depends primarily upon the fair market value of the New Interests and other consideration distributed by the Debtors in exchange for the satisfaction and discharge of its debt. Accordingly, the Tax

Attribute carryforwards (other than the carryforwards of disallowed interest expense) are expected to be substantially reduced or potentially eliminated as a result of the implementation of the Plan, and (in the absence of a Purchase Transaction) the aggregate tax basis in the Debtors' assets is also expected to be substantially reduced.

Any reduction in Tax Attributes attributable to the COD incurred does not occur until the end of the taxable year in which the Plan goes effective. If the Debtors implement a Purchase Transaction, the Debtors will be treated as having sold all or substantially all of their assets in a fully taxable transaction prior to such taxable year end. As a result, in the event a Purchase Transaction is consummated, the Debtors do not expect the attribute reduction to affect the U.S. federal income tax treatment of the Purchase Transaction to the Debtors, including the computation of gain or loss on the taxable asset transfer (i.e., the Debtors expect that the pre-sale tax basis in their assets unreduced on account of any COD incurred would be taken into account in such computation). Following the Purchase Transaction (if consummated), any remaining Tax Attributes of the AMC Group (including any losses recognized as a result of the transfer) are expected to be eliminated by reason of the resulting COD attribute reduction or the constructive liquidation of the Debtors for U.S. federal income tax purposes and thus would not be available to the Reorganized Debtors (other than possibly certain of the subsidiary corporate Debtors).

ii. ***Limitation of NOL Carryforwards and Other Tax Attributes***

Under the Tax Code, any NOL carryforwards, disallowed interest expense carryforwards and certain other tax attributes of a corporation (collectively, "**Pre-Change Losses**") may be subject to an annual limitation if the corporation undergoes an "ownership change" within the meaning of section 382 of the Tax Code and the corporation does not qualify for (or elects out of) the special bankruptcy exception in section 382(l)(5) of the Tax Code discussed below. These limitations apply in addition to, and not in lieu of, the attribute reduction that may result from the COD arising in connection with the Plan.

Absent a Purchase Transaction (in which event the Tax Attributes of the AMC Group generally would be unavailable to the Reorganized Debtors due to the nature of the transaction), the issuance of the New Interests pursuant to the Plan is expected to constitute an "ownership change" of the Reorganized Debtors as of the Effective Date. As discussed above, due to the resulting attribute reduction from the incurrence of COD, the Tax Attributes of the AMC Group (other than any carryforward of disallowed interest expense) are expected to be substantially reduced or potentially eliminated as of the end of the taxable year in which the Plan goes effective. Even though section 382 would apply to disallowed interest expense carryforwards, the Debtors expect to incur substantial business interest expense based on the new debt obligations of the Reorganized Debtors; consequently, the adverse impact of the application of section 382 limitations to existing carryforwards of disallowed interest expense is expected to be largely or significantly mitigated.

(a) Annual Limitation

In the event of an "ownership change," the amount of the annual limitation to which a corporation (or consolidated group) that undergoes an ownership change will be subject is generally equal to the product of (A) the fair market value of the stock of the corporation (or

common parent of the consolidated group) immediately before the "ownership change" (with certain adjustments) multiplied by (B) the "long term tax exempt rate" in effect for the month in which the ownership change occurs (e.g., 3.65% for ownership changes occurring in November 2023). As discussed below, this annual limitation potentially may be increased in the event the corporation (or consolidated group) has an overall "built-in" gain in its assets at the time of the ownership change. For a corporation (or consolidated group) in bankruptcy that undergoes an ownership change pursuant to a confirmed bankruptcy plan, the fair market value of the stock of the corporation is generally determined immediately after (rather than before) the "ownership change" after giving effect to the discharge of creditors' claims, but subject to certain adjustments; in no event, however, can the stock value for this purpose exceed the pre-change gross value of the corporation's assets. Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year.

In addition, if a loss corporation (or consolidated group) has a net unrealized built-in gain at the time of an "ownership change," any built-in gains recognized (or, according to a currently effective IRS notice treated as recognized) during the following five years (up to the amount of the original net unrealized built-in gain) generally will increase the annual limitation in the year recognized, such that the loss corporation (or consolidated group) would be permitted to use its Pre-Change Losses against such built-in gain in addition to its regular annual allowance. Alternatively, if a loss corporation (or consolidated group) has a net unrealized built-in loss at the time of an "ownership change" (taking into account most assets and items of "built-in" income, gain, loss and deduction), then any built-in losses recognized during the following five years (up to the amount of the original net unrealized built-in loss) generally will be treated as Pre-Change Losses and similarly will be subject to the annual limitation. In general, a loss corporation's (or consolidated group's) net unrealized built-in gain or loss will be deemed to be zero unless the actual amount of such gain or loss is greater than the lesser of (1) $10,000,000.00 or (2) fifteen (15) percent of the fair market value of its assets (with certain adjustments) before the ownership change. On September 9, 2019, the IRS issued proposed regulations that would significantly modify the calculation and treatment of net unrealized built-in gains and losses, which generally would be effective prospectively from 30 days after the time they become final, but would not apply with respect to ownership changes pursuant to chapter 11 cases filed prior to the regulations becoming effective.

If a corporation (or consolidated group) does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the "ownership change," the annual limitation resulting from the "ownership change" is reduced to zero, thereby precluding any utilization of the corporation's Pre-Change Losses (absent any increases due to the recognition of any built-in gains as of the time of the ownership change).

(b) Section 382(l)(5) Bankruptcy Exception

Under section 382(l)(5) of the Tax Code, an exception to the foregoing annual limitation rules generally applies where qualified creditors of a debtor corporation receive, in respect of their claims, at least fifty percent (50%) of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in bankruptcy) pursuant to a confirmed chapter 11 plan. A debtor that qualifies for this exception may, if it so desires, elect not to have the exception apply

and instead remain subject to the annual limitation described above. The Debtors have not determined whether or not this exception will apply in connection with the Plan. Accordingly, it is possible that the Debtors will not qualify for this exception or that the Debtors will elect not to apply this exception. In this regard, it is noteworthy that given Debtors' tax profile, the consequences of a section 382 change of ownership are limited, in general, to (1) use of existing NOLs prior to emergence from restructuring and (2) the post-emergence availability for use of business interest expense carryovers, which may be of limited practical value due to expected future business interest expense.

iii. ***Treatment of Potential Purchase Transaction***

The U.S. federal income tax consequences to the Debtors of the implementation of the Plan depends in significant part on whether the Debtors decide to consummate a Purchase Transaction. If the Debtors engage in a Purchase Transaction, then pursuant to the Plan and the Acquisition Agreement, and in accordance with the transaction steps to be set forth in the Restructuring Transactions Exhibit, AcquisitionCo (an indirect subsidiary of a holding company that would become Reorganized Parent) is intended to be treated for U.S. federal income tax purposes – and the discussion herein assumes would be treated – as purchasing in a taxable transaction all or substantially all of the assets of Reorganized AMC and its subsidiaries. So treated, AcquisitionCo would obtain a new cost basis in the assets acquired (or treated as acquired for tax purposes) based on the fair market value of such assets on the Effective Date. AcquisitionCo would not succeed to any Tax Attributes of the AMC Group (such as NOL carryforwards and current year NOLs, tax credits or tax basis in assets), other than possibly certain of the subsidiary corporate debtors, which may be subject to limitations including under section 382 of the Tax Code, as discussed above.

The Debtors have not yet determined whether to pursue a Purchase Transaction or, if so, the form and manner by which such a transaction would be implemented. The Purchase Transaction, if implemented, is expected to be structured as a constructive acquisition of substantially all of the assets of AMC, which principally consists of equity interests in subsidiaries of AMC that are treated as disregarded entities for U.S. federal income tax purposes, and also a constructive acquisition of the underlying assets of such entities (which could include stock in corporate subsidiaries), in exchange for an amount (including the assumption of liability) equal to their fair value. Following implementation of a Purchase Transaction, Reorganized Parent and its U.S. subsidiaries, inclusive of any of the acquired corporate subsidiaries of AMC, would be expected to file a consolidated U.S. federal income tax return, if applicable. The consideration for the purchase would be specified in the Acquisition Agreement and consistent with the terms of the Plan.

The AMC Group generally would recognize gain or loss upon the transfer in an amount equal to the difference, if any, between (i) the aggregate fair market value of the assets transferred (or treated as transferred) and (ii) the tax basis in such assets. The fair market value of Debtors' assets is not known at this time.

The determination as to whether to pursue and implement a Purchase Transaction will be based on the Debtors' continuing analysis and assessment of the facts, including any resulting tax liability from the recognition of gain (if any) due to the consummation of the Purchase

Transaction and a comparison of the Reorganized Debtors' tax profile in a Purchase Transaction as compared with the Reorganized Debtors' tax profile in another Restructuring, and other factors. Nevertheless, the actual facts may vary from those projected, estimated or assumed, and if a Purchase Transaction is implemented, the AMC Group may have more taxable income or gain than expected, and the AMC Group's ability to utilize applicable tax attributes to offset any gain attributable to the transfer may be less than assumed or subject to limitation, which could result in tax consequences different from those expected. In addition, any resulting tax liability may be subject to audit and adjustment by the IRS or other applicable taxing authorities.

Although the Debtors expect a Purchase Transaction, if consummated, would be treated as a taxable asset acquisition, there is no assurance that the IRS would not take a contrary position. Were the transfer of assets to AcquisitionCo in a Purchase Transaction determined not to be a taxable sale but instead treated as a "reorganization" for tax purposes, the AcquisitionCo would (directly or indirectly) succeed to the Tax Attributes of the Debtors (including tax basis in assets), subject to the attribute reduction attributable to the substantial COD incurred and other applicable limitations (as discussed above).

C. Consequences to Holders of Certain Claims

The structure that will be utilized to implement the Restructuring is currently uncertain. The following discussion assumes a Restructuring in which Holdings is "Reorganized Parent" (in contrast to a successor entity, or possibly Reorganized AMC or a reorganized Intermediate Holdings) or, alternatively, a Restructuring in which a Purchase Transaction is consummated (in which event the "Reorganized Parent" would be an indirect holding company of an acquiring entity, AcquisitionCo, *see* Section VIII.B.iii — "Treatment of Potential Purchase Transaction," above). The U.S. federal income tax consequences of the Plan to the Debtors and to certain Holders of Claims may differ materially depending on which structure is ultimately implemented.

Pursuant to the Plan, and in complete and final satisfaction of their Claims:

(i) holders of Allowed Prepetition Secured Loan Claims will receive, from and on behalf of Reorganized AMC, (a) the Prepetition Secured Loan Claims Equity Distribution, (b) DRO Subscription Rights and (c) ERO Subscription Rights, *provided* that, each 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 and (B) subscribing for the ERO, in accordance with the Plan, and

(ii) holders of Allowed Prepetition Unsecured Note Claims will receive, from and on behalf of Reorganized AMC, New Interests and New Warrants, *provided* that, such holders will have the option to elect to exercise the Equity Cash-Out Option in accordance with the Plan.

The discussion herein assumes, unless otherwise indicated, that the DRO Subscription Rights and ERO Subscription Rights are respected for U.S. federal income tax purposes as options to

acquire DRO Term Loans and DRO Equity Interests or options to acquire ERO Equity Interests, respectively. *See* discussion in Section VIII.C.i.c — "DRO Subscription Rights" and Section VIII.C.i.d — "ERO Subscription Rights," below. Moreover, the Debtors believe, and the following discussion assumes, that any DOT Warrants issued in lieu of New Common Stock are properly treated as "stock" for U.S. federal income tax purposes. Accordingly, for ease of discussion, all references to "New Common Stock" in this tax discussion (alone or within the collective "New Interests") include as "stock" any DOT Warrants issued in lieu of New Common Stock.

i. ***U.S. Holders of Allowed Prepetition Secured Loan Claims***

The U.S. federal income tax consequences of the Plan to a U.S. holder of Allowed Prepetition Secured Loan Claims depends in part on (i) whether the Debtors engage in the Purchase Transaction and (ii) absent a Purchase Transaction, whether its respective Allowed Prepetition Secured Loan Claims constitute "securities" for U.S. federal income tax purposes and, if so, whether the DRO Subscription Rights (as relates to the DRO Term Loans) constitute "securities" of Reorganized AMC for U.S. federal income tax purposes.

The term "security" is not defined in the Tax Code or in the Treasury Regulations and has not been clearly defined by judicial decisions. The determination of whether a particular debt obligation constitutes a "security" depends on an overall evaluation of the nature of the debt, including whether the holder of such debt obligation is subject to a material level of entrepreneurial risk and whether a continuing proprietary interest is intended or not. One of the most significant factors considered in determining whether a particular debt obligation is a security is its original term. In general, debt obligations issued with a weighted-average maturity at issuance of less than five (5) years do not constitute securities, whereas debt obligations with a weighted-average maturity at issuance of ten (10) years or more constitute securities. In addition, presumably a right to acquire a "security" generally can also be treated as a "security." The Prepetition Secured Loan Claims include debt obligations that had original maturities of between 5 and 7 years. It is therefore possible that some may constitute securities whereas others may not. The DRO Term Loans (i.e., the Exit Term Loans) will have a 5-year maturity. As such, it is uncertain whether the DRO Term Loans will constitute securities of Reorganized AMC, and accordingly, whether the DRO Subscription Rights (at least as relates to the DRO Term Loans) will constitute securities of Reorganized AMC. For purposes of the discussion herein it is assumed if the DRO Subscription Rights do constitute securities, they would constitute securities only as relates to the DRO Term Loans and not as relates to the DRO Equity Interests, since the DRO Equity Interests will be equity of Reorganized Parent, which is expected to be Reorganized Holdings. Holders of the Prepetition Secured Loan Claims are urged to consult their own tax advisors regarding the status as "securities" for U.S. federal income tax purposes of their respective Prepetition Secured Loan Claims and the DRO Subscription Rights, including the possibility that the entire DRO Subscription Right constitutes a security rather than only the portion of the DRO Subscription Right as relates to the DRO Term Loans. *See* Section VIII.C.i.c — "DRO Subscription Rights," below.

If the Debtors do not engage in a Purchase Transaction, and if a U.S. holder's Prepetition Secured Loan Claim and the DRO Subscription Rights as relate to the DRO Term Loans constitute "securities," the U.S. federal income tax consequences to such holder generally would

be as described below in Section VIII.C.i.a — "Recapitalization Treatment." Otherwise, the Debtors expect that U.S. holders of Prepetition Secured Loan Claims generally would have a fully taxable transaction with the consequences described below in Section VIII.C.i.b — "Taxable Exchange Treatment," including in the event of a Purchase Transaction.

(a) Recapitalization Treatment

In the event that a U.S. holder's Prepetition Secured Loan Claim and the DRO Subscription Rights as relates to the DRO Term Loans constitute "securities" for U.S. federal income tax purposes, the consideration received in satisfaction its Claim would be treated as a "recapitalization" exchange for U.S. federal income tax purposes. So treated, each holder of an Allowed Prepetition Secured Loan Claim generally would not recognize any loss upon the exchange of its Claim, but would recognize gain (computed as described in the next section), if any, to the extent of any consideration received other than stock or securities of Reorganized AMC. Thus, a U.S. holder that has a gain would recognize such gain to the extent of the sum of the fair market value of the New Interests, the ERO Subscription Rights and the portion of the DRO Subscription Rights that relates to the DRO Equity Interests and the amount of any Cash received. *See* Section VIII.C.iii — "Character of Gain or Loss," below. A U.S. holder will also have interest income to the extent of any consideration allocable to accrued but unpaid interest not previously included in income. *See* Section VIII.C.iv — "Distributions in Respect of Accrued But Unpaid Interest or OID," below.

In a recapitalization exchange, a U.S. holder's tax basis in the DRO Subscription Rights as relates to the DRO Term Loans should equal such U.S. holder's adjusted tax basis in its Prepetition Secured Loan Claim, increased by any gain or interest income recognized in the exchange, and decreased by the fair market value of the taxable consideration received. A U.S. holder would have a tax basis in the New Interests, ERO Subscription Rights and the DRO Equity Interests portion of the DRO Subscription Rights received equal to their fair market value. The holder's holding period in the New Interests received should begin the day following the Effective Date. For a discussion of the receipt, exercise and lapse of the DRO Subscription Rights and ERO Subscription Rights, *see* respectively Section VIII.C.i.c — "DRO Subscription Rights" and Section VIII.C.i.d — "ERO Subscription Rights," below.

(b) Taxable Exchange Treatment

In the event that a holder's Prepetition Secured Loan Claim or the DRO Subscription Rights as relates to the DRO Term Loans do not constitute a "securities" for U.S. federal income tax purposes, a U.S. holder of an Allowed Prepetition Secured Loan Claim generally would recognize gain or loss in respect of the satisfaction of its claim in an amount equal to the difference, if any, between (i) the sum of the fair market value of the New Interests, the ERO Subscription Rights and the DRO Subscription Rights and the amount of any Cash received in respect of its Claim (other than to the extent received in respect of a Claim for accrued but unpaid interest and possibly accrued OID), and (ii) the U.S. holder's adjusted tax basis in the Claim exchanged therefor (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VIII.C.iii — "Character of Gain or Loss," below. A U.S. holder would have ordinary interest income to the extent of any consideration allocable to

accrued but unpaid interest or possibly accrued OID not previously included in income. *See* Section VIII.C.iv — "Distributions in Respect of Accrued But Unpaid Interest or OID," below.

A U.S. holder of such an Allowed Prepetition Secured Loan Claim will have an aggregate tax basis in its New Interests, DRO Subscription Rights and ERO Subscription Rights received in satisfaction of its Claims equal to their fair market value. The Holder's holding period in the New Interests received should begin the day following the Effective Date.

For a discussion of the receipt, exercise and lapse of the DRO Subscription Rights and ERO Subscription Rights, *see* respectively Section VIII.C.i.c — "DRO Subscription Rights" and Section VIII.C.i.d — "ERO Subscription Rights," below.

(c) DRO Subscription Rights

The characterization of the DRO Subscription Rights and their subsequent exercise for U.S. federal income tax purposes – as the exercise of options to acquire a portion of each of the DRO Term Loans and the DRO Equity Interests, or cash in lieu of DRO Equity Interests (the "**Investment Package**") or, alternatively, as an integrated transaction pursuant to which the Investment Package is acquired directly in partial satisfaction of a holder's Claim – is uncertain. The characterization of the DRO Subscription Rights as the exercise of an option to acquire a portion of the Investment Package or, alternatively, as an integrated transaction may impact, among other things, the amount of loss (if any) that a holder of Prepetition Secured Loan Claims may recognize upon the satisfaction of its Claim and, assuming the exercise of such rights, a holder's tax basis in the DRO Term Loans received. The Debtors intend to treat the DRO Subscription Rights as options to acquire the Investment Package, and the discussion herein assumes that the DRO Subscription Rights are so treated.

Regardless of the characterization of the DRO Subscription Rights, a U.S. holder of DRO Subscription Rights generally would not recognize any gain or loss upon the exercise of such DRO Subscription Rights. A U.S. holder's aggregate tax basis in the Investment Package (if any) received upon exercise of Subscription Rights should be equal to the sum of (i) the amount paid upon exercise of the DRO Subscription Rights (net of any cash received in lieu of DRO Equity Interests) and (ii) the holder's tax basis in either (a) the DRO Subscription Rights, or (b) under an integrated transaction analysis, the Investment Package treated as directly acquired in partial satisfaction of the holder's Prepetition Secured Loan Claim (which, in the case of recapitalization exchange, should in the aggregate be a carryover tax basis increased for any interest income or gain recognized and reduced by the fair market value of any New Interests received irrespective of the DRO Subscription Rights or any cash received in lieu thereof, and in the case of taxable exchange, should be the "issue price" of the DRO Term Loans and the fair market value of the DRO Equity Interest treated as directly acquired in partial satisfaction of the holder's Prepetition Secured Loan Claim). For a discussion of issue price, *see* Section VIII.C.vi — "Ownership and Disposition of the Exit Term Loan" below.

A U.S. holder's holding period in the Investment Package received upon exercise of a DRO Subscription Right generally should commence the day following the exercise of the right, unless the DRO Subscription Right is disregarded and the holder is instead treated as directly receiving a portion of the Investment Package in partial satisfaction of its Prepetition Secured Loan Claim.

In the latter event, if the receipt of the DRO Term Loans was part of a "recapitalization" exchange for U.S. federal income tax purposes, the U.S. holder would have a holding period that includes its holding period in the Prepetition Secured Loan Claim deemed exchanged therefor. In addition, if either the DRO Subscription Rights or, under an integrated transaction analysis, the DRO Term Loans, are treated as received as part of a recapitalization, any gain recognized upon a subsequent disposition of the DRO Term Loans may be treated as ordinary income to the extent of any carryover of any accrued market discount not previously included in income. *See* Section VIII.C.iii — "Character of Gain or Loss," below.

It is uncertain whether a U.S. holder that receives but does not exercise a DRO Subscription Right should be treated as receiving anything of additional value in respect of its Claim. If the U.S. holder is treated as having received a DRO Subscription Right of value (despite its subsequent lapse), such that it obtains a tax basis in the right, the U.S. holder generally would recognize a loss at the time of and in connection with such lapse to the extent of the U.S. holder's tax basis in the DRO Subscription Right. In general, such loss would be a capital loss, long-term or short-term, depending upon whether the requisite holding period was satisfied (which in the case of a recapitalization exchange, even if the right goes unexercised, should include with respect to the portion of the DRO Subscription Right related to the DRO Term Loans the holding period of the Prepetition Secured Loan Claim exchanged therefor).

For a discussion of certain U.S. federal income tax consequences with respect to the ownership of the DRO Term Loans, see Section VIII.C.vi — "Ownership and Disposition of the Exit Term Loan," below.

(d) ERO Subscription Rights

Similar to the DRO Subscription Rights, the characterization of an ERO Subscription Right and its subsequent exercise for U.S. federal income tax purposes – as the exercise of an option to acquire a portion of the New Interests or, alternatively, as an integrated transaction pursuant to which the New Interests are acquired directly in partial satisfaction of a U.S. holder's Prepetition Secured Loan Claim – is also uncertain. The Debtors intend to treat the ERO Subscription Rights as options to acquire the New Interests, and the discussion herein generally assumes that the ERO Subscription Rights are so treated.

Regardless of the characterization of an ERO Subscription Right, a U.S. holder of a Prepetition Secured Notes Claim generally would not recognize any gain or loss upon the exercise of such right. A U.S. holder's aggregate tax basis in the New Interests received upon exercise of an ERO Subscription Right should be equal to the sum of (i) the amount paid for the New Interests and (ii) the holder's tax basis, if any, in either (a) the ERO Subscription Rights, or (b) under an integrated transaction analysis, any New Interests received pursuant to the exercise of an ERO Subscription Right to the extent that they are treated as directly acquired in partial satisfaction of the holder's Claim.

A U.S. holder's holding period in the New Interests received upon exercise of an ERO Subscription Right generally should commence the day following the Effective Date.

It is uncertain whether a U.S. holder that receives but does not exercise the ERO Subscription Right should be treated as receiving anything of additional value in respect of its Claim. If the U.S. holder is treated as having received an ERO Subscription Right of value (despite its subsequent lapse), such that it obtains a tax basis in the right, the U.S. holder generally would recognize a loss to the extent of the U.S. holder's tax basis in the ERO Subscription Right. In general, such loss would be a short-term capital loss.

ii. ***U.S. Holders of Allowed Prepetition Unsecured Note Claims***

A U.S. holder of an Allowed Prepetition Unsecured Note Claim generally would recognize gain or loss in an amount equal to the difference, if any, between (i) the sum of the fair market value of the New Interests and New Warrants received and the amount of any Cash received (other than to the extent received in respect of a Claim for accrued but unpaid interest and possibly accrued OID), and (ii) the U.S. holder's adjusted tax basis in the Claim exchanged therefor (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VIII.C.iii — "Character of Gain or Loss," below. A U.S. holder would have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest or possibly accrued OID not previously included in income. *See* Section VIII.C.iv — "Distributions in Respect of Accrued But Unpaid Interest or OID," below.

A U.S. holder's tax basis in the New Interests and New Warrants received would equal the fair market value of such New Interests and New Warrants. The U.S. holder's holding period in the New Interests and New Warrants generally begins the day following the Effective Date.

iii. ***Character of Gain or Loss***

When gain or loss is recognized by a U.S. holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss is determined by a number of factors, including the tax status of the U.S. holder, whether the Allowed Claim constitutes a capital asset in the hands of the U.S. holder and how long it has been held, whether the Allowed Claim was acquired at a market discount, and whether and to what extent the U.S. holder previously claimed a bad debt deduction.

In addition, a U.S. holder that acquired a Claim from a prior holder at a "market discount" may be subject to the market discount rules of the Tax Code. A U.S. holder that purchased its Claim from a prior holder would be considered to have purchased such Claim with "market discount" if the U.S. holder's adjusted tax basis in its Claim is less than the adjusted issue price of such Claim by at least a statutorily defined *de minimis* amount. Under these rules, gain recognized on the exchange of Claims (other than in respect of a Claim for accrued but unpaid interest) generally would be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the U.S. holder, on a constant yield basis) during the U.S. holder's period of ownership, unless the U.S. holder elected to include the market discount in income as it accrued. If a U.S. holder of Claims did not elect to include market discount in income as it accrued and, thus, under these rules, was required to defer all or a portion of any deductions for interest on debt incurred or maintained to purchase or carry its Claims, such deferred amounts would become deductible at the time of the exchange.

In the case of an exchange of any Prepetition Secured Loan Claims that qualifies as a recapitalization exchange, the Tax Code indicates that any accrued market discount in respect of such Claims should only be currently includable in income to the extent of any gain recognized in the recapitalization exchange. Any accrued market discount that is not included in income should be applied to any "securities" received in the exchange (such as potentially the DRO Subscription Rights as relates to the DRO Term Loans, and assuming the exercise of such rights, presumably the DRO Term Loans), such that any gain recognized by a U.S. holder upon a subsequent disposition of such securities would be treated as ordinary income to the extent of any accrued market discount not previously included in income. To date, specific Treasury Regulations implementing this rule have not been issued.

iv. ***Distributions in Respect of Accrued But Unpaid Interest or OID***

In general, to the extent that any consideration received pursuant to the Plan by a U.S. holder of an Allowed Claim that is received in satisfaction of accrued interest during the U.S. holder's holding period, such amount would be taxable to the U.S. holder as interest income (if not previously included in the U.S. holder's gross income). Conversely, a U.S. holder generally recognizes a deductible loss to the extent any accrued interest or accrued OID was previously included in its gross income and is not paid in full. However, the IRS has privately ruled that a holder of a "security" of a corporate issuer, in an otherwise tax-free exchange, could not claim a current loss with respect to any accrued but unpaid OID. Accordingly, it is also unclear whether, in similar circumstances or by analogy, any U.S. holder of an Allowed Claim would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID with respect to such Claim that is not paid in full.

The Plan provides that, unless otherwise required by law (as determined by the Debtors or Reorganized Debtors), distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to the remainder of such Claims, including any portion of such Claims for accrued but unpaid interest as Allowed therein (in contrast, for example, to a pro rata allocation of a portion of the exchange consideration received between principal and interest, or an allocation first to accrued but unpaid interest). *See* Section 6.14 of the Plan. There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes. You are urged to consult your own tax advisor regarding the allocation of consideration and the inclusion and deductibility of accrued but unpaid interest for U.S. federal income tax purposes.

v. ***Ownership and Disposition of New Warrants; Constructive Distributions to Holders of New Interests***

A U.S. holder of a New Warrant generally will not recognize gain or loss upon the exercise of such warrant. A U.S. holder's tax basis in New Interests received upon exercise of a New Warrant will be equal to the sum of the holder's tax basis in the New Warrant and the exercise price. Upon such exercise, the holder would commence a new holding period with respect to the New Interests received.

If the terms of the New Warrants provide for any adjustment to the number of shares of New Interests for which the New Warrants may be exercised or to the exercise price of the New Warrants, such adjustment may, under certain circumstances, result in constructive distributions that could be taxable to the holder of the New Warrants. Conversely, the absence of an appropriate adjustment may result in a constructive distribution that could be taxable to the U.S. holders of the New Interests or of another series of New Warrants.

Upon the lapse or disposition of a New Warrant, the U.S. holder generally would recognize gain or loss equal to the difference between the amount received (zero in the case of a lapse) and its tax basis in the warrant. In general, such gain or loss would be a capital gain or loss, long-term or short-term, depending on whether the requisite holding period was satisfied.

vi. ***Ownership and Disposition of the Exit Term Loan***

As discussed above, pursuant to the Plan, holders of Prepetition Secured Loan Claims receiving DRO Subscription Rights will be entitled to acquire a portion of the Investment Package. The Investment Package is comprised of the DRO Term Loans – i.e., Exit Term Loans – and the DRO Equity Interests. The Exit Term Loans so acquired will be part of the same class and same issue as the Exit Term Loans issued for Rolled-Up DIP Term Loans.

The following discussion is based on the principal terms of the Exit Term Loan described in the term sheet for Exit Facility. To the extent the terms vary, and depending on any additional terms, the federal income tax treatment may differ from that described below.

It is possible that the Exit Term Loans may be treated as "contingent payment debt instruments" under the applicable Treasury Regulations due to provisions requiring the mandatory early repayment of principal upon the occurrence of certain contingencies. Ultimately, the determination of whether the Exit Term Loans are treated as contingent payment debt instruments depends on the facts and circumstances at the time of issuance. In addition, since their issuance, such Treasury Regulations have reserved a place for the possible adoption of special rules with respect to the treatment of payments that are contingent only as to timing. Because the Debtors currently expect that the contingencies requiring an early repayment would either be remote as to likelihood, be within the control of the Debtors (and not likely to occur), and/or relate to the payment of an amount that is incidental relative to the total expected amount of remaining payments under the Exit Term Facility, the Debtors do not currently expect to treat the Exit Term Loans as contingent payment debt instruments under such Treasury Regulations and the following discussion assumes that the Exit Term Loans are not contingent payment debt instruments. However, the Debtors' treatment of the term loan obligations is not binding on the IRS. There can be no assurance that the IRS will not take a contrary position to that described above. Accordingly, each holder of Prepetition Secured Loan Claims is urged to consult its tax advisor regarding the possible application of the rules under the contingent payment debt instrument Treasury Regulations to the Exit Term Loans.

(a) Stated Interest on the Exit Term Loan

Currently, all payments of stated interest on the Exit Terms Loans should be considered "qualified stated interest," i.e., stated interest that is unconditionally payable at least annually at a

constant rate in cash or property (other than debt of the issuer). Accordingly, payments of stated interest on the Exit Term Loan generally should be taxable to a U.S. holder as ordinary interest income at the time such payments are accrued or received, in accordance with the holder's regular method of tax accounting for U.S. federal income tax purposes.

(b) OID and Issue Price on the Exit Term Loan

The amount of OID, if any, will be equal to the excess of the "stated redemption price at maturity" of the loan over its "issue price." For this purpose, the general rule is that the "stated redemption price at maturity" of a debt instrument is the sum of all payments provided by the debt instrument other than payments of qualified stated interest.

Holders of Allowed Prepetition Secured Loan Claims exercising their DRO Subscription Rights are receiving both Exit Term Loans and New Interests in exchange for the amount paid – i.e., the sum of the amount paid upon exercise of the DRO Subscription Rights (net of any cash received in lieu of DRO Equity Interests) and the holder's tax basis in the DRO Subscription Rights resulting from the exchange of their Allowed Prepetition Secured Loan Claims. In such a case, the "investment unit" rules generally apply to the determination of the "issue price" of the debt instruments issued as part of such investment unit.

Under the investment unit rules, the "issue price" of the Investment Package is generally determined first, treating the Investment Package as if it were a debt instrument, and then allocated between the Debt Rights Offering portion of the Exit Term Loans and the DRO Equity Interests based on their relative fair market values.

Under applicable Treasury Regulations, if a substantial amount of the debt instruments in an issue is issued for cash, the issue price of each debt instrument is determined based on the cash price. Although not defined, a substantial amount of a debt offering could be ten percent or more of the offering. In the present case, a portion of the Investment Package will be acquired, pursuant to the DRO Subscription Rights, for a combination of cash and the holder's tax basis in the DRO Subscription Rights resulting from the exchange of their Allowed Prepetition Secured Loan Claims, another portion will be received by holders of Allowed DIP Rolled-Up Loans Claims in satisfaction of such Claims, and the remaining portion (if any) will be acquired for cash by the DRO Backstop Parties pursuant to the terms of the Purchase Commitment and Backstop Agreement. The Debtors will determine the issue price of the Investment Package based on the facts and circumstances as of and in connection with the Plan Effective Date, including the extent to which the Subscription Rights are exercised.

In absence of a cash price, the issue price of a debt instrument depends on whether a substantial amount of the debt instruments or the property exchanged (which here includes the Allowed DIP Rolled-Up Loans Claims) are considered to be "traded on an established market." Pursuant to applicable Treasury Regulations, an "established market" need not be a formal market. It is sufficient if there is a readily available sales price for an executed purchase or sale of the debt instrument or the Prepetition Secured Loan Claims (as applicable), or if there are one or more "firm quotes" or "indicative quotes" with respect to the New Term Loans, as such terms are defined in applicable Treasury Regulations. If the debt instruments received or a substantial amount of the property exchanged are considered traded on an established market, the issue price

of the debt instruments, or in this case, the Investment Package, would for U.S. federal income tax purposes equal (or approximate) its fair market value as of the Effective Date. If only a portion of the Investment Package (such as only the Exit Term Loans and not the DRO Equity Interests, or vice-versa) is considered traded on an established market, it is unclear whether the Investment Package would be considered so traded. If a substantial amount of the Investment Package was not considered issued for cash, and neither the Investment Package nor the property exchanged was traded on an established market, the issue price of the Exit Term Loans would be their stated principal amount.

In general, an issuer's determination of issue price of the Exit Term Loans (whether pursuant to the investment unit rules discussed above or not) is binding on a holder unless the holder makes a disclosure taking a different approach. The tax consequences described herein may differ materially if the IRS successfully challenges such treatment of the Investment Package as an "investment unit." Holders of Prepetition Secured Loan Claims receiving Exit Term Loans upon exercise of their DRO Subscription Rights should consult with their own tax advisors regarding the application of the investment unit rules.

(c) Accrual and Amortization of OID

A holder of the Exit Term Loan generally must include any OID in gross income as it accrues over the term of the loan in accordance with a constant yield-to-maturity method, regardless of whether the holder is a cash or accrual method taxpayer, and regardless of whether and when the holder receives cash payments of interest on the Exit Term Loan.

Accordingly, a holder could be treated as receiving interest income in advance of a corresponding receipt of cash. Any OID that a holder includes in income will increase the tax basis of the holder in the Exit Term Loan. A holder generally will not be required to include separately in income cash payments received on the Exit Term Loan (other than payments of qualified stated interest); instead, except as discussed below, such payments will reduce the holder's tax basis in its Exit Term Loan by the amount of the payment. The amount of OID includible in income for a taxable year by a holder of the Exit Term Loan generally will equal the sum of the "daily portions" of the total OID on the loan for each day during the taxable year (or portion thereof) on which such holder held the loan. Generally, the daily portion of the OID is determined by allocating to each day during an accrual period a ratable portion of the OID on such Exit Term Loan that is allocable to the accrual period in which such day is included. The amount of OID allocable to each accrual period generally will be an amount equal to the product of the "adjusted issue price" of the Exit Term Loan at the beginning of such accrual period and its yield to maturity. The "adjusted issue price" of the Exit Term Loan at the beginning of any accrual period will equal the issue price, increased by the total OID accrued for each prior accrual period, less any cash payments made on such bond on or before the first day of the accrual period.

(d) Acquisition and Bond Premium on the Exit Term Loan

The amount of OID includible in a holder's gross income with respect to the Exit Term Loan will be reduced or eliminated if the loan is acquired (or deemed to be acquired) at a "premium."

A debt instrument is acquired at a "premium" if the holder's tax basis in the debt is greater than the adjusted issue price of the debt at the time of the acquisition.

If a holder acquires any interest in the Exit Term Loan at a premium, the amount of any OID includible in its gross income in any taxable year with respect to the loans (other than any contingent term loans) will be (i) eliminated if the holder's tax basis in the loan exceeds their stated redemption price at maturity, or (ii) reduced by an allocable portion of the premium (generally determined by multiplying the annual OID accrual with respect to the Exit Term Loan by a fraction, the numerator of which is the amount of the premium, and the denominator of which is the total OID). Alternatively, in the second case, if a holder is willing to treat all stated interest as OID (including qualified stated interest), such holder may elect to recompute the OID accruals by treating its acquisition as a purchase at original issue and applying the constant yield method. Such an election may not be revoked without the consent of the IRS. In the event the Exit Term Loan has qualified stated interest, and a holder's premium exceeds the amount of OID, the holder should be entitled to deduct a portion of such excess premium against the qualified stated interest based on a constant yield method (but not in excess of the qualified stated interest then accrued). Any excess premium that has not been allowed due to the limitation to accrued qualified stated interest should be allowed as a deduction as of the end of the holder's accrual period in which the Exit Term Loan is sold, retired or otherwise disposed of.

(e) Market Discount on the Exit Term Loan

Any holder of a Prepetition Secured Loan Claim that has a tax basis in the Exit Term Loan received less than its issue price generally will be subject to the market discount rules of the Tax Code (unless such difference is less than a de minimis amount).

In addition, a holder who acquired its Prepetition Secured Loan Claim at a "market discount" (as discussed above, see Section VIII.C.iii —"Character of Gain or Loss") and that receives the Exit Term Loan as part of a "recapitalization" exchange may be required to carry over to such loans any accrued market discount with respect to its Claim to the extent not previously included in income. The Tax Code indicates that any accrued market discount in respect of the Prepetition Secured Loan Claims that is not currently includible in income should carry over to any nonrecognition property received in exchange therefor, i.e., to the Exit Term Loan received in the case of a recapitalization transaction. Any gain recognized by a holder upon a subsequent disposition of the Exit Term Loan would be treated as ordinary income to the extent of any accrued market discount not previously included in income. To date, specific Treasury Regulations implementing this rule have not been issued.

(f) Sale, Redemption or Repurchase

Subject to the discussion in the preceding section with respect to the potential for accrued market discount with respect to the Exit Term Loan, holders generally will recognize capital gain or loss upon the sale, redemption (including at maturity) or other taxable disposition of the Exit Term Loan equal to the difference, if any, between such holder's adjusted tax basis in such loan and the amount realized on the sale, exchange or redemption. Generally, a holder's adjusted tax basis will be equal to its initial tax basis in such loan increased by any OID previously included in income, and reduced by cash payments received on such loan other than payments of qualified

stated interest. If applicable, a holder's adjusted tax basis in the loan also will be reduced by any amortizable premium which the holder has previously deducted or which is deductible in the current period. Gain or loss recognized on the sale or other taxable disposition of the portion of the Exit Term Loan will generally be long-term capital gain or loss if, at the time of sale or other taxable disposition, the portion of the Exit Term Loan is treated as held for more than one year. Long term capital gains recognized by non-corporate taxpayers are subject to reduced tax rates. The deductibility of capital losses is subject to significant limitations.

D. Withholding on Distributions and Information Reporting

All distributions to holders of Allowed Claims under the Plan are subject to any applicable tax withholding, including employment tax withholding. Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable withholding rate (currently 24%). Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number, (b) furnishes an incorrect taxpayer identification number, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. Holders of Allowed Claims are urged to consult their tax advisors regarding the Treasury Regulations governing backup withholding and whether the transactions contemplated by the Plan would be subject to these Treasury Regulations.

In addition, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these Treasury Regulations and whether the transactions contemplated by the Plan would be subject to these Treasury Regulations and require disclosure on the holder's tax returns.

The foregoing summary has been provided for informational purposes only. All holders of Claims and Interests are urged to consult their tax advisors concerning the federal, state, local, and other tax consequences applicable under the Plan.

IX.
CERTAIN RISK FACTORS TO BE CONSIDERED

Before voting to accept or reject the Plan, holders of Claims should read and carefully consider the risk factors set forth below, in addition to the information set forth in this Disclosure Statement together with any attachments, exhibits, or documents incorporated by reference hereto. The factors below should not be regarded as the only risks associated with the Plan or its implementation.

A. Certain Bankruptcy Law Considerations

i. ***General***

Although the Debtors believe that these chapter 11 cases will not be materially disruptive to their business, the Debtors cannot be certain that this will be the case, including if the Plan Effective Date is prolonged. Although the Plan is designed to minimize the length of these chapter 11 cases, it is impossible to predict with certainty the amount of time that one or more of the Debtors may spend in bankruptcy or to assure parties in interest that the Plan will be confirmed. It is possible that bankruptcy cases could adversely affect the Debtors' relationships with their key customers, vendors, and employees. These chapter 11 cases will also involve additional expense and may divert some of the attention of the Debtors' management away from business operations.

ii. ***Risk of Non-Confirmation of the Plan***

Although the Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate re-solicitation of votes on the Plan. Moreover, the Debtors can make no assurances that they will receive the requisite votes for acceptance to confirm the Plan or satisfy all of the conditions for confirmation required under the Plan. Even if all voting classes vote in favor of the Plan or the requirements for "cramdown" are met with respect to any Class that rejected the Plan, the Bankruptcy Court could decline to confirm the Plan if it finds that any of the statutory requirements for confirmation are not met. If the Plan is not confirmed, it is unclear what distributions holders of Claims or Interests ultimately would receive with respect to their Claims or Interests in a subsequent plan of reorganization or otherwise. Non-confirmation of the Plan could result in protracted chapter 11 cases, which could significantly and detrimentally impact the Debtors' relationships with vendors, suppliers, employees, and major customers. In such circumstances, the Debtors may no longer have consent to use Cash Collateral, and even if they do there likely would be a significant strain on liquidity and the Debtors may be forced to seek postpetition financing. There is no guarantee that such funding would be available or on what terms.

iii. ***Risk of Failing to Satisfy the Vote Requirement***

In the event that the Debtors are unable to get sufficient votes from the Classes that are entitled to vote on the Plan, the Debtors may seek to accomplish an alternative chapter 11 plan or seek to cram down the Plan on non-accepting Classes. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to holders of Allowed Claims as those proposed in the Plan.

iv. ***Non-Consensual Confirmation***

If any impaired class of claims or equity interests does not accept or is deemed not to accept a plan of reorganization, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class has voted to accept the plan (with such acceptance being determined without including the vote of any "insider" in such class), and as to each impaired

class that has not accepted the Plan, the Bankruptcy Court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. If any Class votes to reject the plan, then these requirements must be satisfied with respect to such rejecting Classes. The Debtors believe that the Plan satisfies these requirements.

v. ***Risk Related to Parties in Interest Objecting to the Debtors' Classification of Claims and Interests.***

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code. However, there can be no assurance that a party in interest will not object or that the Bankruptcy Court will approve the classifications.

vi. ***Risk of Non-Occurrence of the Plan Effective Date***

Although the Debtors believe that the Plan Effective Date will occur soon after the Confirmation Date, there can be no assurance as to the timing of the Plan Effective Date. If the conditions precedent to the Plan Effective Date set forth in the Plan have not occurred or have not been waived as set forth in Article IX of the Plan, then the Confirmation Order may be vacated, in which event no distributions would be made under the Plan, the Debtors and all holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to Claims and Interests would remain unchanged. Nonoccurrence of the Plan Effective Date could result in substantial changes to the Plan and protracted Chapter 11 Cases, which could significantly and detrimentally impact the Debtors' relationships with vendors, suppliers, employees, and major customers. In such circumstances, the Debtors may no longer have consent to use Cash Collateral, and even if they do there likely would be a significant strain on liquidity and the Debtors may be forced to seek postpetition financing. There is no guarantee that such funding would be available or on what terms.

vii. ***Risk of Termination of the Restructuring Support Agreement***

The Restructuring Support Agreement contains certain provisions that give the Debtors, the Consenting Creditors (as defined in the Restructuring Support Agreement), and the Consenting Sponsor (solely as to themselves) the ability to terminate the Restructuring Support Agreement if various conditions are satisfied. Termination of the Restructuring Support Agreement could result in substantial changes to the Plan and protracted chapter 11 cases, which could significantly and detrimentally impact the Debtors' relationships with vendors, suppliers, employees, and major customers. In such circumstances, the Debtors may no longer have consent to use Cash Collateral, and even if they did, there likely would be a significant strain on liquidity and the Debtors may be forced to seek alternative postpetition financing. There is no guarantee that such funding would be available or on what terms.

viii. ***Conversion into Chapter 7 Cases***

If no plan of reorganization can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims and Interests, these chapter 11 cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. Please refer to Section XIII.C. hereof, as well as the Liquidation Analysis attached hereto as **Exhibit D**, for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Interests.

ix. ***Risks Related to Possible Objections to the Plan***

There is a risk that certain parties could oppose and object to either the entirety of the Plan or specific provisions of the Plan. Although the Debtors believe that the Plan complies with all relevant Bankruptcy Code provisions, there can be no guarantee that a party in interest will not file an objection to the Plan or that the Bankruptcy Court will not sustain such an objection.

x. ***Releases, Injunctions, and Exculpations Provisions May Not Be Approved***

Article X of the Plan provides for certain releases, injunctions, and exculpations for Claims and Causes of Action that may otherwise be asserted against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases and exculpations are not approved, certain parties may not be considered Releasing Parties, Released Parties, or Exculpated Parties, and certain Released Parties or Exculpated Parties may withdraw their support for the Plan.

B. Additional Factors Affecting the Value of Reorganized Debtors

i. ***Claims Could Be More than Projected***

There can be no assurance that the estimated Allowed amount of Claims in certain Classes will not be significantly more than projected, which, in turn, could reduce the value of distributions substantially. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the ultimate results. Therefore, the actual amount of Allowed Claims may vary from the Debtors' projections and feasibility analysis, and the variation may be material.

ii. ***Projections and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary***

Certain of the information contained in this Disclosure Statement is, by nature, forward-looking, and contains estimates and assumptions which might ultimately prove to be incorrect, and contains projections that may differ materially from actual future experiences. There are uncertainties associated with any projections and estimates, and they should not be considered assurances or guarantees of the amount of funds or the amount of Claims in the various Classes that might be Allowed.

The Debtors have prepared financial projections (the "**Financial Projections**") on a consolidated basis based on certain assumptions, as set forth in **Exhibit E** hereto. The Financial Projections have not been compiled, audited, or examined by independent accountants, and neither the Debtors nor their advisors make any representations or warranties regarding the accuracy of the Financial Projections or the ability to achieve forecasted results.

Many of the assumptions underlying the Financial Projections are subject to uncertainties that are beyond the control of the Debtors or Reorganized Debtors including the timing, confirmation, and consummation of the Plan, demand or price for services, inflation, and other unanticipated market and economic conditions. Some assumptions may not materialize, and unanticipated events and circumstances may affect the actual results. Projections are inherently subject to substantial and numerous uncertainties and to a wide variety of significant business, economic, and competitive risks, and the assumptions underlying the Financial Projections may be inaccurate in material respects. In addition, unanticipated events and circumstances occurring after the approval of this Disclosure Statement by the Bankruptcy Court including any natural disasters, terrorist attacks, or health epidemics may affect the actual financial results achieved. Such results may vary significantly from the forecasts and such variations may be material.

iii. ***Risks Associated with Debtors' Business and Industry and Financial Conditions***

(a) Risks Associated with Fluctuations in the Price and Availability of Fuel

The Debtors' operating results are significantly impacted by changes in the price and availability of aircraft fuel. Periods of high volatility in fuel costs, increased fuel prices, and significant disruptions in the supply of fuel could have a material adverse impact on the Debtors' business, financial condition, and operating results. The Debtors' ability to pass along the increased costs of fuel to their customers is limited by the competitive nature of their industry. The Debtors' ability to pass on any increases in fuel costs to its passengers may be limited, delayed, or not possible due to variety of reasons, including, among others, prevailing industry norms and practices, competitive pressures, and applicable legal and/or regulatory regimes. Additionally, the sale of fuel for the airline industry could undergo relevant changes that, at this time, are not possible to determine with accuracy.

(b) Risks Associated with Dependence on Technology

The Debtors depend on, and the Reorganized Debtors will likely continue to depend on, computer systems and other communications technology to operate their helicopters. Such systems could be disrupted by various events beyond the control of the Debtors and/or the Reorganized Debtors, including natural disasters, power failures, equipment failures, system implementation failures, software failures, terrorist attacks, and computer viruses and hackers. There can be no assurance that the measures taken to prevent, limit, or remedy disruptions of these systems will be adequate.

(c) Risks Associated with Extensive Regulation

The Debtors are subject to extensive regulations. Compliance with regulations at times requires significant expenditures and may disrupt the Debtors' operations. Any changes to the regulatory landscape in markets where the Debtors operate, or where the Reorganized Debtors will operate, may adversely impact the value of their business and Assets.

(d) Risks Associated with Post-Emergence Indebtedness

On the Plan Effective Date, on a consolidated basis, it is expected that the Reorganized Debtors will have total secured indebtedness of approximately $250 million on account of the Exit Term Loan Facility. The Reorganized Debtors may not be able to generate sufficient revenue to satisfy their obligations under such indebtedness, increasing the risk that they may default on such debt obligations.

The Reorganized Debtors' earnings and cash flow may vary significantly from year to year. Additionally, the Reorganized Debtors' future cash flow may be insufficient to meet their debt obligations and commitments. Any insufficiency could negatively impact the Reorganized Debtors' business. A range of economic, competitive, business, and industry factors will affect the Reorganized Debtors' future financial performance and, as a result, their ability to generate cash flow from operations and to pay their debt. Many of these factors are beyond the Reorganized Debtors' control.

If the Reorganized Debtors do not generate enough cash flow from operations to satisfy their debt obligations, they may have to undertake alternative financing plans, such as:

- refinancing or restructuring debt;
- selling assets;
- reducing or delaying capital investments; or
- seeking to raise additional capital.

It cannot be assured, however, that undertaking alternative financing plans, if necessary, would allow the Reorganized Debtors to meet their debt obligations. An inability to generate sufficient cash flow to satisfy their debt obligations or to obtain alternative financing could materially and adversely affect the Reorganized Debtors' ability to make payments on the Exit Term Loan Facility and their business, financial condition, results of operations, and prospects.

(e) Obligations Under Exit Facilities

The Reorganized Debtors' obligations under the Exit Securitization Program and the Exit Term Loan Facility will be secured by liens on certain of or substantially all of the assets of the Reorganized Debtors (subject to certain exclusions set forth in the Exit Facility Documents). If the Reorganized Debtors become insolvent or are liquidated, or if there is an event of default under the Exit Facility Documents, the lenders under the Exit Facility Documents would be entitled to exercise the remedies available to them under the Exit Facility Documents and other remedies available to a secured lender under applicable law, including accelerating the obligations under the Exit Facility Documents and/or foreclosure on the collateral that is pledged

to secure the indebtedness thereunder, and they would have a claim on the assets securing the obligations under the applicable facility that would be superior to any claim of the holders of unsecured debt.

(f) Risks Related to the DIP Facility

The DIP Facility is intended to provide liquidity to the Debtors during the pendency of these chapter 11 cases. If these chapter 11 cases take longer than expected to conclude, the Debtors may exhaust or lose access to their financing. There is no assurance that the Debtors will be able to obtain additional financing from the Debtors' existing lenders or otherwise. In either such case, the liquidity necessary for the orderly functioning of the Debtors' business may be materially impaired.

C. Factors Relating to Securities to Be Issued Under Plan

i. ***Market for Securities***

There is currently no market for the New Interests or the New Warrants, and the Reorganized Debtors are under no obligation to list any securities on any national securities exchange. There can be no assurance as to the development or liquidity of any market for the New Interests or the New Warrants, or that the New Interests will be listed upon any national securities exchange or any over-the-counter market after the Plan Effective Date. If a trading market does not develop, is not maintained, or remains inactive, holders of the New Interests or the New Warrants may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, such securities could trade at prices higher or lower than the estimated value set forth in this Disclosure Statement depending upon many factors, including, without limitation, prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor expectations for, the Reorganized Debtors. Accordingly, holders of these securities may bear certain risk associated with holding securities for an indefinite period of time.

Furthermore, persons to whom the New Interests or the New Warrants are issued pursuant to the Plan may prefer to liquidate their investments rather than hold such securities on a long-term basis. Accordingly, the market price for such securities could decline and any market that does develop for such securities may be volatile. Moreover, Non-U.S. Citizens who receive DOT Warrants may be unable to exercise their DOT Warrants or have their requested exercise of their DOT Warrants significantly delayed, because of the restrictions on aggregate ownership of New Common Stock by Non-U.S. Citizens.

ii. ***Potential Dilution***

The ownership percentage represented by the New Interests distributed on the Plan Effective Date under the Plan will be subject to dilution from the New Interests issued pursuant to the subsequent issuances of New Interests, contemplated by the Plan, such as the Management Incentive Plan and upon exercise of the New Warrants and DOT Warrants and any other shares that may be issued post-emergence. In the future, similar to all companies, additional equity financings or other share issuances by any of the Reorganized Debtors could adversely affect the

value of the New Interests issuable upon such conversion. The amount and dilutive effect of any of the foregoing could be material.

iii. ***Significant Holders***

Certain holders of Prepetition Secured Loan Claims are expected to acquire a significant ownership interest in the New Interests pursuant to the Plan. These holders may, among other things, exercise a controlling influence over the Reorganized Debtors and have the power to elect directors and approve significant transactions.

iv. ***Equity Interests Subordinated to Reorganized Debtors' Indebtedness***

In any subsequent liquidation, dissolution, or winding up of the Reorganized Debtors, the New Interests and the New Warrants would rank below all debt claims against the Reorganized Debtors. As a result, holders of the New Interests and the New Warrants will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of the Reorganized Debtors until after all the Reorganized Debtors' debt obligations have been satisfied.

v. ***Implied Value Not Intended to Represent Trading Value of New Interests and New Warrants***

The valuation of the Reorganized Debtors is not intended to represent the trading value of New Interests or the New Warrants in public or private markets and is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such securities at issuance will depend upon, among other things: (i) prevailing interest rates; (ii) conditions in the financial markets; (iii) the anticipated initial securities of creditors receiving New Interests or the New Warrants under the Plan, some of which may prefer to liquidate their investment rather than hold it on a long-term basis; and (iv) other factors that generally influence the prices of securities. The actual market prices of the New Interests or the New Warrants are likely to be volatile. Many factors, including factors unrelated to the Reorganized Debtors' actual operating performance and other factors not possible to predict, could cause the market prices of the New Interests or the New Warrants to rise and fall. Accordingly, the implied value, stated herein and in the Plan, of the securities to be issued does not necessarily reflect, and should not be construed as reflecting, values that will be attained for the New Interests or the New Warrants in the public or private markets.

vi. ***Parties That Are Not U.S. Citizens or Do Not Comply with the Citizenship Certification Requirements May Not Receive New Common Stock Under the Plan***

Federal laws and regulations place limitations on the ownership by persons who are not U.S. citizens of companies, such as the Debtors, that are air carriers. Under these laws and regulations, Non-U.S. Citizens may not own in excess of 24.9% of the total number of shares of voting New Common Stock or own in excess of 49% of the total New Common Stock *provided* that regardless of any conversion of DOT Warrants, in no event shall Non-U.S. Citizens who 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. To assure the Reorganized Debtors' compliance with these laws and regulations, it is necessary for the Debtors to collect information regarding the citizenship of the persons that will be acquiring New Interests under the Plan. All holders of Prepetition Secured Loan Claims and Prepetition Unsecured Note Claims are therefore required to submit a certification to the Debtors regarding their country of citizenship. This citizenship certification is being collected through the subscription forms used for the DRO and the ERO. Holders that do not comply with the citizenship certification requirements will be deemed to be Non-U.S. Citizens for purposes of applying the applicable laws and regulations on foreign ownership. The Reorganized Debtors may issue to any Non-U.S. Citizen DOT Warrants in lieu of New Common Stock, in accordance with the provisions set forth in the Purchase Commitment and Backstop Agreement, and subject to the DOT Procedures, to the extent necessary so that the limitation on ownership of the Reorganized Debtors by Non-U.S. Citizens will not be exceeded.

vii. ***Certain Holders of Securities May Be Restricted in Their Ability to Transfer or Sell Their Securities***

To the extent that securities issued under the Plan are covered by section 1145(a)(1) of the Bankruptcy Code, such securities may be resold by the holders thereof without registration under the Securities Act unless the holder is an "underwriter," as defined in section 1145(b) of the Bankruptcy Code with respect to such securities. Resales by holders of Claims who 1145 Securities pursuant to the Plan that are deemed to be "underwriters" would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or applicable law. Such holders would only be permitted to sell such securities without registration if they are able to comply with an applicable exemption from registration, including Rule 144 under the Securities Act.

The securities issued under the Plan will not initially be registered under the Securities Act or any state securities laws, and the Debtors make no representations regarding the right of any holder of such securities to freely resell such securities.

viii. ***Restricted Securities Issued Under the Plan May Not Be Resold or Otherwise Transferred Unless They Are Registered Under the Securities Act or an Exemption from Registration Applies***

To the extent that securities issued pursuant to the Plan are not covered by section 1145(a)(1) of the Bankruptcy Code, such securities will be issued pursuant to section 4(a)(2) under the Securities Act and will be "restricted securities" that may not be sold, exchanged, assigned or otherwise transferred unless they are registered, or an exemption from registration applies, under the Securities Act. Holders of such restricted securities may not be entitled to have their restricted securities registered and are not permitted to resell them except in accordance with an available exemption from registration under the Securities Act. Under Rule 144, the public resale of restricted securities is permitted if certain conditions are met, and these conditions vary depending on whether the holder of the restricted securities is an "affiliate" of the issuer, as defined in Rule 144. A non-affiliate who has not been an affiliate of the issuer during the preceding three months may resell restricted securities after a six-month holding period unless certain current public information regarding the issuer is not available at the time of sale, in

which case the non-affiliate may resell after a one-year holding period. An affiliate may resell restricted securities after the applicable holding period (noting that there is no holding period for securities issued under section 1145 of the Bankruptcy Code) but only if certain current public information regarding the issuer is available at the time of the sale and only if the affiliate also complies with the volume, manner of sale and notice requirements of Rule 144. The Debtors currently do not expect that the current public information requirement will be met when the six-month holding period expires, and, as a result, holders of restricted securities should expect to be required to hold their restricted securities for at least one year.

ix. ***No Dividends***

Reorganized Parent does not anticipate paying any dividends on the New Interests as it expects to retain any future cash flows for debt reduction and to support its operations. In addition, covenants in the documents governing the Reorganized Parent's indebtedness may restrict its ability to pay cash dividends and may prohibit the payment of dividends and certain other payments. As a result, the success of an investment in the New Interests may depend entirely upon any future appreciation in the value of the New Interests. There is, however, no guarantee that the New Interests will appreciate in value or even maintain their initial value.

x. ***Debtors Could Modify the DRO Procedures, ERO Procedures, and Election Procedures***

Notwithstanding anything contained in this Disclosure Statement or in the Plan to the contrary, the Debtors reserve the right, with the approval of the Bankruptcy Court (if applicable), to modify the DRO Procedures, ERO Procedures, and Election Procedures, for which the Debtors will seek approval pursuant to the Purchase Commitment and Backstop Approval Motion which the Debtors will file shortly, or to adopt additional detailed procedures if necessary in the Debtors' business judgment to administer the distribution and exercise of the rights to participate in the DRO, ERO, and Equity Cash-Out Option more efficiently or to comply with applicable law. Such modifications may adversely affect the rights of those participating in the DRO, ERO, and Equity Cash-Out Option.

xi. ***Conditions Precedent to the DRO, ERO, and Equity Cash-Out Option Could Fail to Be Satisfied***

The obligations of the Commitment Parties are subject to, among other things, the satisfaction of certain conditions precedent in the Purchase Commitment and Backstop Agreement. If these conditions are not satisfied (or are not waived), the DRO, ERO, or Equity Cash-Out Option might not occur, and the Commitment Parties would have the right to terminate their respective commitments, which could result in the Debtors having insufficient liquidity upon emergence.

D. Additional Factors

i. ***Debtors Could Withdraw Plan***

Subject to the terms of, and without prejudice to, the rights of any party to the Restructuring Support Agreement, including consent rights contained therein, the Plan may be revoked or withdrawn prior to the Confirmation Date by the Debtors.

ii. ***Debtors Have No Duty to Update***

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Debtors have no duty to update this Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

iii. ***No Representations Outside this Disclosure Statement Are Authorized***

No representations concerning or related to the Debtors, these chapter 11 cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your vote for acceptance or rejection of the Plan that are other than those contained in, or included with, this Disclosure Statement should not be relied upon in making the decision to vote to accept or reject the Plan.

iv. ***No Legal or Tax Advice Is Provided by this Disclosure Statement***

The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each holder of a Claim or Interest should consult their own legal counsel and accountant as to legal, tax, and other matters concerning their Claim or Interest. This Disclosure Statement is not legal advice to you. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

v. ***No Admission Made***

Nothing contained herein or in the Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or holders of Claims or Interests.

X.
VOTING PROCEDURES AND REQUIREMENTS

Before voting to accept or reject the Plan, each holder of a Claim or Interest entitled to vote on the Plan (an "**Eligible Holder**") should carefully review the Plan attached hereto as **Exhibit A**. All descriptions of the Plan set forth in this Disclosure Statement are subject to the terms and conditions of the Plan.

A. Voting Deadline

All Eligible Holders have been sent a ballot together with this Disclosure Statement. Such Eligible Holders should read the ballot carefully and follow the instructions contained therein. Please use only the ballot that accompanies this Disclosure Statement to cast your vote.

The Debtors have engaged Epiq as their Voting Agent to assist in the transmission of voting materials and in the tabulation of votes with respect to the Plan.

FOR YOUR VOTE TO BE COUNTED TOWARDS CONFIRMATION OF THE PLAN, THE BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT OR, FOR CLASS 7 PREPETITION UNSECURED NOTE CLAIMS, THE MASTER BALLOT CAST ON YOUR BEHALF, IS ACTUALLY RECEIVED BY THE VOTING AGENT ON OR BEFORE 5:00 P.M. (PREVAILING CENTRAL TIME) ON NOVEMBER 27, 2023 (THE "VOTING DEADLINE"), UNLESS EXTENDED BY THE DEBTORS.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THE BALLOT, (II) DID NOT RECEIVE A COPY OF THE PLAN, OR (III) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE REACH OUT TO THE VOTING AGENT AT (646) 362-6336 OR BY SENDING AN EMAIL MESSAGE TO:

AirMethodsInfo@epiqglobal.com

B. Voting Procedures

Eligible Holders in each Class should provide all of the information requested by the ballot, and should complete and return all ballots received in the enclosed, self-addressed, postage-paid envelope provided with each such ballot to the Voting Agent, or via the customized online balloting portal on the Debtors' case website maintained by the Voting Agent.

HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM.

C. Parties Entitled to Vote

Under the Bankruptcy Code, only holders of claims or interests in "impaired" classes are entitled to vote on a plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be "impaired" under a plan unless (i) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof or (ii) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

If, however, the holder of an impaired claim or interest will not receive or retain any distribution under the plan on account of such claim or interest, the Bankruptcy Code deems such holder to have rejected the plan, and, accordingly, holders of such claims and interests do not actually vote on the plan. If a claim or interest is not impaired by the plan, the Bankruptcy Code deems the holder of such claim or interest to have accepted the plan and, accordingly, holders of such claims and interests are not entitled to vote on the plan.

A vote may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

The Bankruptcy Code defines "acceptance" of a plan by a class of (1) claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half

(1/2) in number of the claims that cast ballots for acceptance or rejection of the plan and (2) interests as acceptance by interest holders in that class that hold at least two-thirds (2/3) in amount of the interests that cast ballots for acceptance or rejection of the plan.

The Claims in the following Classes are Impaired under the Plan and entitled to vote to accept or reject the Plan:

- Class 3 – Prepetition Secured Loan Claims; and
- Class 7 – Prepetition Unsecured Note Claims.

An Eligible Holder should vote on the Plan by completing a ballot in accordance with the instructions therein and as set forth above.

All ballots must be signed by the Eligible Holder (or its authorized representative) by the Voting Deadline. Unless otherwise ordered by the Bankruptcy Court, ballots that are signed, dated, and timely received, but on which a vote to accept or reject the Plan has not been indicated, will not be counted. Other than a Class 7 master ballot, any ballot marked to both accept and reject the Plan will not be counted. If you return more than one ballot voting different claims, the ballots are not voted in the same manner, and if you do not correct this before the Voting Deadline, those ballots will not be counted. An otherwise properly executed ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

Under the Bankruptcy Code, for purposes of determining whether the requisite votes for acceptance have been received, only Eligible Holders who actually vote will be counted. The failure of a holder to deliver a duly executed ballot to the Voting Agent will be deemed to constitute an abstention by such holder with respect to voting on the Plan and such abstentions will not be counted as votes for or against the Plan.

Except as provided below, unless the ballot is timely submitted to the Voting Agent before the Voting Deadline together with any other documents required by such ballot, the Debtors may, in their sole discretion, reject such ballot as invalid, and therefore decline to utilize it in connection with seeking confirmation of the Plan.

D. Waivers of Defects, Irregularities, etc.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of ballots will be determined by the Voting Agent or the Debtors, as applicable, in their sole discretion, which determination will be final and binding. The Debtors reserve the right to reject any and all ballots submitted by any of their respective Eligible Holders not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular ballot. The interpretation (including the ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determines. Neither the Debtors nor any other person will be under any duty

to provide notification of defects or irregularities with respect to deliveries of ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

XI.
CONFIRMATION OF PLAN

A. Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. Notice of the Confirmation Hearing will be provided to all known creditors and equity holders or their representatives. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Confirmation Hearing, at any subsequent continued Confirmation Hearing, or pursuant to a notice filed on the docket for these chapter 11 cases.

B. Objections to Confirmation

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas, must set forth the name of the objector, the nature and amount of the Claims held or asserted by the objector against the Debtors' estates or properties, and the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court and served upon the following parties by email, including such other parties as the Bankruptcy Court may order.

(a) **Debtors** at
Air Methods Corporation
Attn: Chris Brady (Christopher.Brady@airmethods.com)

(b) **Counsel to Debtors** at
Weil, Gotshal & Manges LLP
Attn: Ray C. Schrock (Ray.Schrock@weil.com)
Kelly DiBlasi (Kelly.DiBlasi@weil.com)
Kevin Bostel (Kevin.Bostel@weil.com)
Alexander P. Cohen (Alexander.Cohen@weil.com)

(c) **Office of U.S. Trustee** at
Office of the United States Trustee for the Southern District of Texas
Attn: Hector Duran (Hector.Duran@usdoj.gov)
Stephen Statham (Stephen.Statham@usdoj.gov)

(d) **Counsel to Ad Hoc Group** at

Davis Polk & Wardwell LLP
Attn: Damian S. Schaible (Damian.Schaible@davispolk.com)
Adam Shpeen (Adam.Shpeen@davispolk.com)
Stephen D. Piraino (Stephen.Piraino@davispolk.com)
David Kratzer (David.Kratzer@davispolk.com)

(e) **Counsel to Consenting Sponsor** at
Paul, Weiss, Rifkind, Wharton & Garrison, LLP
Attn: Paul Basta (pbasta@paulweiss.com)
Jacob Adlerstein (jadlerstein@paulweiss.com)
Kyle R. Satterfield (ksatterfield@paulweiss.com)

IF AN OBJECTION TO CONFIRMATION IS NOT TIMELY SERVED AND FILED BY NOVEMBER 27, 2023 AT 5:00 P.M. (PREVAILING CENTRAL TIME), IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

C. Requirements for Confirmation of Plan

i. ***Requirements of Section 1129(a) of Bankruptcy Code***

At the Confirmation Hearing, the Bankruptcy Court will determine whether the confirmation requirements specified in section 1129(a) of the Bankruptcy Code have been satisfied, including whether:

(a) the Plan complies with the applicable provisions of the Bankruptcy Code;

(b) the Debtors have complied with the applicable provisions of the Bankruptcy Code;

(c) the Plan has been proposed in good faith and not by any means forbidden by law;

(d) any payment made or promised by the Debtors, for services or for costs and expenses in or in connection with these chapter 11 cases, or in connection with the Plan and incident to these chapter 11 cases, has been disclosed to the Bankruptcy Court, and any such payment made before confirmation of the Plan is reasonable, or if such payment is to be fixed after confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable;

(e) the Debtors have disclosed, to the extent known, the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director or officer of the Reorganized Debtors, an affiliate of the Debtors participating in the Plan with the Debtors, or a successor to the Debtors under the Plan, and the appointment

to, or continuance in, such office of such individual is consistent with the interests holders of Claims and Interests and with public policy, and the Debtors have disclosed the identity of any insider who will be employed or retained by the Reorganized Debtors, and the nature of any compensation for such insider;

(f) with respect to each Class of Claims or Interests, each holder of an Impaired Claim or Interest has either accepted the Plan or will receive or retain under the Plan, on account of such holder's Claim, property of a value, as of the Plan Effective Date of the Plan, that is not less than the amount such holder would receive or retain if the Debtors were liquidated on the Plan Effective Date of the Plan under chapter 7 of the Bankruptcy Code;

(g) except to the extent the Plan meets the requirements of section 1129(b) of the Bankruptcy Code (as discussed further below), each Class of Claims or Interests either accepted the Plan or is not impaired under the Plan;

(h) except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that Administrative Expense Claims, Other Priority Claims, and Priority Tax Claims will be paid in full or receive such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code;

(i) at least one Class of impaired Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in such Class;

(j) confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan; and

(k) all fees payable under section 1930 of title 28, as determined by the Bankruptcy Court at the Confirmation Hearing, have been paid or the Plan provides for the payment of all such fees on the Plan Effective Date of the Plan.

As provided above, among the requirements for confirmation are that the Plan is (A) accepted by all impaired Classes of Claims and Interests entitled to vote or, if rejected or deemed rejected by an impaired Class, that the Plan "does not discriminate unfairly" and is "fair and equitable" as to such Class; (B) in the "best interests" of the holders of Claims and Interests impaired under the Plan; and (C) feasible.

ii. ***Acceptance of Plan***

Under the Bankruptcy Code, a class accepts a chapter 11 plan if (i) holders of two-thirds (2/3) in amount and (ii) with respect to holders of claims, more than a majority in number of the allowed claims in such class (other than those designated under section 1126(e) of the Bankruptcy Code) vote to accept the plan. Holders of Claims or Interests that fail to vote are not counted in determining the thresholds for acceptance of the plan.

If any impaired Class of Claims or Interests does not accept the Plan, the Bankruptcy Court may still confirm the Plan at the request of the Debtors if, as to each Impaired Class of Claims or Interests that has not accepted the Plan (or is deemed to reject the Plan), the Plan "does not discriminate unfairly" and is "fair and equitable" under the so-called "cramdown" provisions set forth in section 1129(b) of the Bankruptcy Code. The "unfair discrimination" test applies to classes of claims or interests that are of equal priority and are receiving different treatment under the plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and if no class of claims or interests receives more than it legally is entitled to receive for its claims or interests. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair." The "fair and equitable" test applies to classes of different priority and status (e.g., secured versus unsecured; claims versus interests) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims in such class. As to a dissenting class, if any, the test sets different standards that must be satisfied for the plan to be confirmed, depending on the type of claims or interests in such class. The following sets forth the "fair and equitable" test that must be satisfied as to each type of class for a plan to be confirmed if such class rejects the plan:

- **Secured Creditors**. Each holder of an impaired secured claim either (a) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the effective date of the plan, of at least the allowed amount of such secured claim, (b) has the right to credit bid the amount of its claim if its property is sold and retains its lien on the proceeds of the sale, or (c) receives the "indubitable equivalent" of its allowed secured claim.

- **Unsecured Creditors**. Either (a) each holder of an impaired unsecured claim receives or retains under the Plan, property of a value, as of the effective date of the Plan, equal to the amount of its allowed claim or (b) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.

- **Interests**. Either (a) each equity interest holder will receive or retain under the plan property of a value equal to the greater of (i) the fixed liquidation preference or redemption price, if any, of such equity interest and (ii) the value of the equity interest or (b) the holders of interests that are junior to the interests of the dissenting class will not receive or retain any property under the plan.

The Debtors believe the Plan satisfies the "fair and equitable" requirement with respect to any rejecting Class.

IF ALL OTHER CONFIRMATION REQUIREMENTS ARE SATISFIED AT THE CONFIRMATION HEARING, THE DEBTORS WILL ASK THE BANKRUPTCY COURT TO RULE THAT THE PLAN MAY BE CONFIRMED ON THE GROUND THAT THE SECTION 1129(b) REQUIREMENTS HAVE BEEN SATISFIED.

iii. ***Best Interests Test***

As noted above, with respect to each impaired class of claims and equity interests, confirmation of a plan requires that each such holder either: (a) accept the plan; or (b) receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the value such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. This requirement is referred to as the "best interests test."

This test requires a bankruptcy court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtor's assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtor's assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

Under the Plan, all holders of Impaired Claims and Interests will receive property with a value not less than the value such holder would receive in a liquidation under chapter 7 of the Bankruptcy Code. This conclusion is based primarily on: (a) consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of Impaired Claims and Interests; and (b) the Liquidation Analysis attached hereto as **Exhibit D.**

Any liquidation analysis is speculative, as it is necessarily premised on assumptions and estimates that are inherently subject to significant uncertainties and contingencies, many of which would be beyond the control of the Debtors. The Liquidation Analysis provided in **Exhibit D** is solely for the purpose of disclosing to holders of Claims and Interests the effects of a hypothetical chapter 7 liquidation of the Debtors, subject to the assumptions set forth therein. There can be no assurance as to values that would actually be realized in a chapter 7 liquidation nor can there be any assurance that a bankruptcy court will accept the Debtors' conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

iv. ***Feasibility***

Section 1129(a)(11) of the Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan. As part of this analysis, the Debtors have prepared the consolidated financial projections for the Reorganized Debtors (collectively with the reserve information, development of schedules, and financial

information, the "**Financial Projections**") for fiscal years 2024 through 2027. The Financial Projections, and the assumptions on which they are based, are attached hereto as **Exhibit E**. Based upon such Financial Projections, the Debtors conclude they will have sufficient resources to make all payments required pursuant to the Plan and that confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization. Moreover, Article IX hereof sets forth certain risk factors that could impact the feasibility of the Plan.

The Financial Projections assume that the Plan will be consummated in accordance with its terms and that all transactions contemplated by the Plan will be consummated on or prior to December 31, 2023 (the "**Emergence Date**"). Any significant delay in the Emergence Date may have a significant negative impact on the operations and financial performance of the Debtors including, but not limited to, an increased risk or inability to meet forecasts and the incurrence of higher reorganization expenses.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or Financial Projections to parties in interest after the Confirmation Date or otherwise make such information public. In connection with the planning and development of the Plan, the Financial Projections were prepared by the Debtors, with the assistance of their professionals, to present the anticipated impact of the Plan. The Financial Projections assume that the Plan will be implemented in accordance with its stated terms. The Financial Projections are based on forecasts of key economic variables and may be significantly impacted by business, industry, regulatory, market and financial uncertainties and contingencies, and a variety of other factors.

Consequently, the estimates and assumptions underlying the Financial Projections are inherently uncertain and are subject to material business, economic, and other uncertainties. Therefore, such Financial Projections, estimates, and assumptions are not necessarily indicative of current values or future performance, which may be significantly less or more favorable than set forth herein.

The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in this Disclosure Statement, the Plan, and the Plan Supplement, in their entirety, and the historical consolidated financial statements (including the notes and schedules thereto).

XII.
VALUATION ANALYSIS

THE INFORMATION CONTAINED HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN. THE INFORMATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION UNDER SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED

OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST THE DEBTORS OR ANY OF THEIR AFFILIATES.

THE VALUATION ANALYSIS DOES NOT CONSTITUTE A RECOMMENDATION TO ANY HOLDER OF ALLOWED CLAIMS OR ANY OTHER PERSON AS TO HOW SUCH PERSON SHOULD VOTE OR OTHERWISE ACT WITH RESPECT TO THE PLAN. LAZARD HAS NOT BEEN REQUESTED TO, AND DOES NOT EXPRESS ANY VIEW AS TO, THE POTENTIAL TRADING VALUE OF REORGANIZED AMC'S SECURITIES ON ISSUANCE OR AT ANY OTHER TIME.

A. Lazard's Estimated Valuation

Solely for the purposes of the Plan and the Disclosure Statement, Lazard Frères & Co. LLC ("**Lazard**"), as investment banker to the Debtors, has estimated a range of total enterprise value ("**Enterprise Value**") for Reorganized AMC on a consolidated going-concern basis and pro forma for the transactions contemplated by the Plan (the "**Valuation Analysis**"). The Valuation Analysis is based on financial information and projections provided by the Debtors' management, including the financial projections attached to the Disclosure Statement as **Exhibit E** (collectively the "**Financial Projections**"), and information that is publicly available or was provided by other sources. The Valuation Analysis assumes that the Plan Effective Date will occur on December 31, 2023. The valuation estimates set forth herein represent valuation analyses of Reorganized AMC based on the application of customary valuation techniques to the extent deemed appropriate by Lazard.

Based on the Financial Projections and solely for the purposes of the Plan, Lazard estimates that the potential range of Enterprise Value for Reorganized AMC is approximately $725 to $900 million. Based on the potential range of Enterprise Value and assumed net debt of $533 million as of the Plan Effective Date, Lazard estimates an imputed range of potential equity value for Reorganized AMC of $192 to $367 million. For purposes of the Valuation Analysis, Lazard assumed that, between the date of filing of the Disclosure Statement and the assumed Plan Effective Date, no material changes will occur that would affect the Financial Projections or Valuation Analysis. Lazard's Valuation Analysis does not constitute an opinion as to fairness from a financial point of view of the consideration to be received or paid under the Plan, of the terms and provisions of the Plan, or with respect to any other matters.

B. Valuation Methodology

Lazard has estimated the consolidated value of Reorganized AMC by primarily relying on two generally accepted valuation techniques: (i) Discounted Cash Flow ("**DCF**") Analysis and (ii) Comparable Public Company Analysis. While Lazard recognizes that the precedent transaction methodology is often used, Lazard believes that this methodology has less relevance for purposes of assessing the Enterprise Value of Reorganized AMC due to the lack of recent comparable precedent transactions among other factors.

i. ***Discounted Cash Flow Analysis:***

DCF analysis is a forward-looking enterprise valuation methodology that estimates the value of an asset or business by calculating the present value of expected future cash flows to be

generated by that asset or business. Under this methodology, projected future cash flows are discounted by the weighted average cost of capital (the "**Discount Rate**") of the business. The Discount Rate reflects the estimated rate of return that would be required by debt and equity investors to invest in the business. The Enterprise Value of the Business is determined by calculating the present value of the unlevered after-tax free cash flows based on the Financial Projections plus an estimate for the value of the Business beyond the Projection Period, known as the terminal value. The terminal value is derived using the normalized unlevered after- tax free cash flow in the final year of the Projection Period, and discounted back to the assumed Plan Effective Date.

ii. ***Comparable Public Company Analysis:***

Comparable Public Company Analysis estimates the value of a company relative to other publicly traded companies with similar business and financial characteristics. Lazard first selected a set of publicly traded companies that it believes exhibit similar business and financial characteristics to Reorganized AMC. Criteria for the selected reference group included, among other relevant characteristics, similarity in operations, business risks, growth prospects, customer base, margins, and capital intensity, among other factors. The selected reference group may not be comparable to Reorganized AMC in all aspects, and may differ materially in certain specific respects.

iii. ***Precedent Transaction Analysis:***

Precedent Transaction analysis estimates value by examining comparable precedent merger and acquisition transactions. The valuations paid in such acquisitions or implied in such mergers are analyzed as ratios of various financial metrics. These transaction multiples are calculated based on the purchase price paid to acquire companies that are comparable to Reorganized AMC.

Precedent Transaction analysis reflects aspects of value other than the intrinsic value of a company, and the transactions analyzed invariably will have occurred in different operating and financial environments. As a result, there are inherent limitations in the application of Precedent Transaction analysis to determining the Enterprise Value for Reorganized AMC. While Lazard considered precedent transactions since 2015, Lazard believes that the transactions identified have less relevance when assessing the Enterprise Value of Reorganized AMC due to the lack of recent and comparable observations and the significant changes that have occurred over the past three years in the operating environment of the industry in which Reorganized AMC operates, among other factors.

THE VALUATION ANALYSIS REFLECTS WORK PERFORMED BY LAZARD ON THE BASIS OF INFORMATION IN RESPECT OF THE BUSINESSES AND ASSETS OF THE DEBTORS AVAILABLE TO LAZARD AS OF OCTOBER 17, 2023. IT SHOULD BE UNDERSTOOD THAT, ALTHOUGH SUBSEQUENT DEVELOPMENTS MAY HAVE AFFECTED OR AFFECT LAZARD'S CONCLUSIONS, LAZARD DOES NOT HAVE ANY OBLIGATION TO UPDATE, REVISE, OR REAFFIRM ITS VALUATION ANALYSIS AND DOES NOT INTEND TO DO SO. SUBSEQUENT DEVELOPMENTS MAY AFFECT THE FINANCIAL PROJECTIONS AND OTHER INFORMATION THAT LAZARD UTILIZED IN THE VALUATION ANALYSIS. LAZARD ASSUMES NO RESPONSIBILITY FOR

UPDATING OR REVISING THE VALUATION ANALYSIS BASED ON CIRCUMSTANCES OR EVENTS AFTER THE DATE HEREOF.

LAZARD DID NOT INDEPENDENTLY VERIFY THE FINANCIAL PROJECTIONS OR OTHER INFORMATION THAT LAZARD USED IN THE VALUATION ANALYSIS, AND NO INDEPENDENT VALUATIONS OR APPRAISALS OF THE DEBTORS WERE SOUGHT OR OBTAINED IN CONNECTION THEREWITH. THE VALUATION ANALYSIS WAS DEVELOPED SOLELY FOR PURPOSES OF THE PLAN AND THE ANALYSIS OF POTENTIAL RELATIVE RECOVERIES TO CREDITORS THEREUNDER. THE VALUATION ANALYSIS REFLECTS THE APPLICATION OF VARIOUS VALUATION TECHNIQUES, DOES NOT PURPORT TO BE AN OPINION AND DOES NOT PURPORT TO REFLECT OR CONSTITUTE AN APPRAISAL, LIQUIDATION VALUE, OR ESTIMATE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED OR ASSETS TO BE SOLD PURSUANT TO THE PLAN, WHICH MAY BE SIGNIFICANTLY DIFFERENT THAN THE AMOUNTS SET FORTH IN THE VALUATION ANALYSIS.

THE VALUE OF AN OPERATING BUSINESS IS SUBJECT TO NUMEROUS UNCERTAINTIES AND CONTINGENCIES THAT ARE DIFFICULT TO PREDICT AND WILL FLUCTUATE WITH CHANGES IN FACTORS AFFECTING THE FINANCIAL CONDITION AND PROSPECTS OF SUCH A BUSINESS. AS A RESULT, THE VALUATION ANALYSIS IS NOT NECESSARILY INDICATIVE OF ACTUAL OUTCOMES, WHICH MAY BE SIGNIFICANTLY MORE OR LESS FAVORABLE THAN THOSE SET FORTH HEREIN. BECAUSE SUCH ESTIMATES ARE INHERENTLY SUBJECT TO UNCERTAINTIES, NEITHER THE DEBTORS, LAZARD, NOR ANY OTHER PERSON ASSUMES RESPONSIBILITY FOR THEIR ACCURACY. IN ADDITION, THE POTENTIAL VALUATION OF NEWLY ISSUED SECURITIES IS SUBJECT TO ADDITIONAL UNCERTAINTIES AND CONTINGENCIES, ALL OF WHICH ARE DIFFICULT TO PREDICT. ACTUAL MARKET PRICES OF SUCH SECURITIES AT ISSUANCE WILL DEPEND UPON, AMONG OTHER THINGS, PREVAILING INTEREST RATES, CONDITIONS IN THE FINANCIAL MARKETS, THE ANTICIPATED INITIAL SECURITIES HOLDINGS OF PREPETITION CREDITORS, SOME OF WHICH MAY PREFER TO LIQUIDATE THEIR INVESTMENT RATHER THAN HOLD IT ON A LONG-TERM BASIS, THE POTENTIALLY DILUTIVE IMPACT OF CERTAIN EVENTS, INCLUDING THE ISSUANCE OF EQUITY SECURITIES PURSUANT TO ANY MANAGEMENT INCENTIVE COMPENSATION PLAN, AND OTHER FACTORS THAT GENERALLY INFLUENCE THE PRICES OF SECURITIES.

Management of the Debtors advised Lazard that the Financial Projections were reasonably prepared in good faith and on a basis reflecting the Debtors' best estimates and judgments as to the future operating and financial performance of Reorganized AMC. The Valuation Analysis assumes that the actual performance of Reorganized AMC will correspond to the Financial Projections in all material respects. If the business performs at levels below or above those set forth in the Financial Projections, such performance may have a materially negative or positive impact, respectively, on the Valuation Analysis and estimated potential ranges of Enterprise Value therein.

In preparing the Valuation Analysis, Lazard: (a) reviewed certain historical financial information of the Debtors for recent years and interim periods; (b) reviewed certain financial and operating data of the Debtors, including the Financial Projections; (c) discussed the Debtors' operations and future prospects with the Debtors' senior management team and third-party advisors; (d) reviewed certain publicly available financial data for, and considered the market value of, public companies that Lazard deemed generally relevant in analyzing the value of Reorganized AMC; (e) reviewed certain publicly available financial data for transactions involving companies similar in certain respects to Reorganized AMC; (f) considered certain economic and industry information that Lazard deemed generally relevant to Reorganized AMC; and (g) conducted such other studies, analyses, inquiries, and investigations as Lazard deemed appropriate. Lazard assumed and relied on the accuracy and completeness of all financial and other information furnished to it by the Debtors' management and other parties as well as publicly available information.

Lazard did not estimate the value of any tax attributes nor did it estimate the impact of any cancellation of indebtedness income on the Reorganized Debtors' projections. Any changes to the assumptions on the availability of tax attributes or the impact of cancellation of indebtedness income on the Reorganized Debtors' projections could materially impact Lazard's valuation analysis. THE SUMMARY SET FORTH ABOVE DOES NOT PURPORT TO BE A COMPLETE DESCRIPTION OF THE VALUATION ANALYSIS PERFORMED BY LAZARD. THE PREPARATION OF A VALUATION ANALYSIS INVOLVES VARIOUS DETERMINATIONS AS TO THE MOST APPROPRIATE AND RELEVANT METHODS OF FINANCIAL ANALYSIS AND THE APPLICATION OF THESE METHODS IN THE PARTICULAR CIRCUMSTANCES AND, THEREFORE, SUCH AN ANALYSIS IS NOT READILY SUITABLE TO SUMMARY DESCRIPTION. THE VALUATION ANALYSIS PERFORMED BY LAZARD IS NOT NECESSARILY INDICATIVE OF ACTUAL VALUES OR FUTURE RESULTS, WHICH MAY BE SIGNIFICANTLY MORE OR LESS FAVORABLE THAN THOSE DESCRIBED HEREIN.

LAZARD IS ACTING AS INVESTMENT BANKER TO THE DEBTORS, AND HAS NOT BEEN, WILL NOT BE RESPONSIBLE FOR, AND WILL NOT PROVIDE ANY TAX, ACCOUNTING, ACTUARIAL, LEGAL, OR OTHER SPECIALIST ADVICE.

XIII.
ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF PLAN

The Debtors have evaluated several alternatives to the Plan. After studying these alternatives, the Debtors have concluded that the Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Plan. If the Plan is not confirmed and consummated, the alternatives to the Plan are (i) the preparation and presentation of an alternative reorganization, (ii) a sale of some or all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code, or (iii) a liquidation under chapter 7 of the Bankruptcy Code.

A. Alternative Plan of Reorganization

If the Plan is not confirmed, the Debtors (or if the Debtors' exclusive period in which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different plan. Such a plan might involve either (i) a reorganization and continuation of the Debtors' business or (ii) an orderly liquidation of their assets. The Debtors, however, believe that the Plan, as described herein, enables their stakeholders to realize the most value under the circumstances.

B. Sale Under Section 363 of the Bankruptcy Code

If the Plan is not confirmed, the Debtors could seek from the Bankruptcy Court, after notice and hearing, authorization to sell their assets under section 363 of the Bankruptcy Code. Holders of Allowed Claims in Class 3 would be entitled to credit bid on any property to which their security interest is attached to the extent of the value of such security interest, and to offset their Claims against the purchase price of the property. In addition, the security interests in the Debtors' assets held by holders of Claims in Classes 3 would attach to the proceeds of any sale of the Debtors' assets to the extent of their secured interests therein. Upon analysis and consideration of this alternative, the Debtors do not believe a sale of their assets under section 363 of the Bankruptcy Code would yield a higher recovery for the holders of Claims and Interests under the Plan.

C. Liquidation under Chapter 7 of Bankruptcy Code

If no plan can be confirmed, these chapter 11 cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect that a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis attached hereto as Exhibit D.

The Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan because of, among other things, the delay resulting from the conversion of these chapter 11 cases, the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals who would be required to become familiar with the many legal and factual issues in these chapter 11 cases, and the loss in value attributable to an expeditious liquidation of the Debtors' assets as required by chapter 7.

XIV.
CONCLUSION AND RECOMMENDATION

The Debtors believe the Plan is in the best interests of all stakeholders and urge the holders of Claims in Classes 3 and 7 to vote in favor thereof.

Dated: October 23, 2023

Respectfully submitted,

Air Methods Corporation, and its undersigned affiliates

By: */s/ DRAFT*
Name: Jason Kahn
Title: Interim Chief Financial Officer

on behalf of

Air Methods Corporation
ASP AMC Holdings Inc.
ASP AMC Intermediate Holdings, Inc.
Air Methods Telemedicine, LLC
United Rotorcraft Solutions, LLC
Mercy Air Service, Inc.
LifeNet, Inc.
Rocky Mountain Holdings, L.L.C.
Air Methods Tours, Inc.
Tri-State Care Flight, L.L.C. Advantage LLC
Enchantment Aviation, Inc.
Native Air Services, Inc.
Native American Air Ambulance, Inc.
AirMD, LLC
Midwest Corporate Air Care, LLC

Exhibit A

Plan

Exhibit B

Restructuring Support Agreement

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE (AS DEFINED HEREIN). ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. THIS DRAFT RESTRUCTURING SUPPORT AGREEMENT IS SUBJECT IN ALL RESPECTS TO CONTINUED DILIGENCE AND THE NEGOTIATION, APPROVAL, AND EXECUTION THEREOF.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes and schedules attached to this agreement, and as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, this "**Agreement**"), dated as of October 23, 2023 is entered into by and among:

(i) Air Methods Corporation ("**Air Methods Parent**"), ASP AMC Holdings, Inc. ("**Holdings**"), ASP AMC Intermediate Holdings, Inc. ("**Intermediate Holdings**"), Air Methods Telemedicine, LLC, United Rotorcraft Solutions, LLC, Mercy Air Service, Inc., LifeNet, Inc., Rocky Mountain Holdings, L.L.C., Air Methods Tours, Inc., Tri-State Care Flight, LLC, Advantage LLC, Enchantment Aviation, Inc., Native Air Services, Inc., Native American Air Ambulance, Inc., AirMD, LLC, and Midwest Corporate Air Care, LLC (collectively, the "**Company**" and each a "**Company Party**");

(ii) the undersigned holders, or investment advisors, sub-advisors, or managers of discretionary accounts or funds acting on behalf of holders, of (a) loans or commitments (the "**Prepetition Secured Loans**") under that certain Credit Agreement, dated as of April 21, 2017 (as may be amended, supplemented, or otherwise modified from time to time, including by that certain Incremental Facility Agreement No. 1, dated April 6, 2021, and that certain Amendment No. 2 to Credit Agreement, dated as of September 29, 2023, the "**Prepetition Credit Agreement**"), by and among Air Methods Parent, as borrower, Intermediate Holdings, as parent guarantor, certain subsidiaries of Air Methods Parent, as Subsidiary Guarantors (as defined therein), Royal Bank of Canada, as administrative agent, and the lenders from time to time party thereto (together with their respective successors and permitted assigns, and any subsequent Prepetition Secured Party (as defined below) that becomes party hereto by executing a Joinder Agreement (as defined below) in accordance with the terms of this Agreement, the "**Consenting Prepetition Secured Parties**") and (b) senior unsecured notes (the "**Prepetition Unsecured Notes**") under that certain Indenture, dated as of April 21, 2017 (as may be amended, supplemented, or otherwise modified from time to time, the "**Indenture**" and, together with the Prepetition Credit Agreement, the "**Prepetition Credit Documents**"), by and among Air Methods Parent (as successor to ASP AMC Merger Sub Inc.), as issuer, certain subsidiaries of Air

Methods Parent, as Guarantors (as defined in the Indenture), and Wilmington Trust N.A., as trustee thereunder (each, on behalf of itself and/or certain funds managed by it or its affiliates, together with their respective successors and permitted assigns, and any subsequent Prepetition Unsecured Noteholder (as defined below) that becomes party hereto by executing a Joinder Agreement in accordance with the terms of this Agreement, the "**Consenting Prepetition Unsecured Noteholders**" and, together with the Consenting Prepetition Secured Parties, the "**Consenting Creditors**"); and[1]

(iii) American Securities Associates VII Alternative, LLC, on behalf of ASP VII Alternative Investments I(A), LP, ASP VII Alternative Investments I(C), LP, ASP VII Alternative Investments II(A), LP, and ASP VII Alternative Investments II(C), LP, American Securities Associates VII, LLC, on behalf of American Securities Partners VII (B) LP, and ASP Manager Corp., on behalf of ASP AMC Co-Invest I, LP, AS/ASP VII Co-Investor LLC, ASP AMC Co-Invest II, LP, AMC Cayman Investors LP, ASP AMC Investco I LP, and ASP AMC Investco II LP (collectively, in their capacity as direct or indirect record or beneficial holders of Interests (defined below) in Holdings, the "**Consenting Sponsor**" and, together with the Consenting Creditors, the "**Consenting Parties**").

The Company and Consenting Parties are collectively referred to herein as the "**Parties**" and each individually as a "**Party**." Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan (as defined below).

WHEREAS, as of the date hereof, each Consenting Creditor is the beneficial owner, or the investment advisor, sub-advisor, or manager of discretionary accounts or funds acting on behalf of beneficial owner(s), of Prepetition Secured Loans and/or Prepetition Unsecured Notes, as the case may be, in the principal amounts set forth on its signature page hereto;

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[1] For the avoidance of doubt, any affiliates or related parties of any Consenting Creditor that is not or does not become a Consenting Creditor shall not be deemed to be Consenting Creditors themselves. The Parties acknowledge and agree that all representations, warranties, covenants, and other agreements made by any Consenting Creditor that is a separately managed account of or advised by an investment manager are being made only with respect to the Prepetition Secured Loans and/or Prepetition Unsecured Notes held by such separately managed or advised account (in the amount identified on the signature pages hereto), and shall not apply to (or be deemed to be made in relation to) any Prepetition Secured Loans and/or Prepetition Unsecured Notes that may be beneficially owned by other accounts that are managed or advised by such investment manager. The Parties further acknowledge and agree that all representations, warranties, covenants, and other agreements made by any Consenting Creditor that is an investment advisor, sub-advisor, or manager of managed accounts are being made solely in such Consenting Creditor's capacity as an investment advisor, sub-advisor, or manager to the beneficial owners of the Prepetition Secured Loans and/or Prepetition Unsecured Notes specified on the applicable signature pages hereto (in the amount identified on such signature pages), and shall not apply to (or be deemed to be made in relation to) such investment advisor, sub-advisor, or manager in any other capacity, including in its capacity as an investment advisor, sub-advisor, or manager of other managed accounts. Notwithstanding the foregoing, and in accordance with Section 17 hereof, each Consenting Creditor (in the capacity in which it signs in accordance with this footnote) shall be bound to this Agreement on account of all Prepetition Secured Loans and/or Prepetition Unsecured Notes set forth on its signature page hereto.

WHEREAS, as of the date hereof, the Consenting Prepetition Secured Parties, in the aggregate, hold, or are investment advisors, sub-advisors, or managers of discretionary accounts or funds acting on behalf of beneficial owner(s) that hold, approximately 71.6% of the aggregate outstanding principal amount of Prepetition Secured Loans;

WHEREAS, as of the date hereof, the Consenting Prepetition Unsecured Noteholders, in the aggregate, hold, or are investment advisors, sub-advisors, or managers of discretionary accounts or funds acting on behalf of beneficial owner(s) that hold, approximately 66.8% of the aggregate outstanding principal amount of Prepetition Unsecured Notes;

WHEREAS, as of the date hereof, the Consenting Sponsor holds approximately 94.7% of the outstanding common stock Interests in Holdings (on a fully diluted basis); and

WHEREAS, the Parties have engaged in arm's-length, good-faith negotiations and have agreed to consummate, support, and consent to (as applicable) a restructuring of the Company's capital structure (the "**Restructuring**"), subject to the terms and conditions of this Agreement and as described below:

(a) the Company will effectuate the Restructuring on the terms set forth in the Plan (as defined below) attached hereto as **Exhibit A** through (i) a prepackaged chapter 11 plan of reorganization (including all exhibits, annexes, supplements and schedules thereto, as may be amended, supplemented, or otherwise modified from time to time in accordance with its terms and this Agreement, the "**Plan**"), (ii) a solicitation of votes thereon (the "**Solicitation**"), and (iii) commencement by the Company of voluntary cases (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**");

(b) the Company and the Consenting Prepetition Secured Parties have reached an agreement for the Company's consensual use of Cash Collateral (as defined below) during the Chapter 11 Cases;

(c) the DIP Lenders (as defined below) have committed, pursuant to the terms hereof, to provide a superpriority, senior-secured, priming debtor-in-possession term-loan facility in the aggregate principal amount of up to $155,000,000 (the "**DIP Facility**"), consisting of (i) $80,000,000 of new-money DIP Loans (the "**DIP New Money Loans**" and the commitments in respect thereof, the "**DIP Commitments**") and (ii) a roll-up of Prepetition Secured Loans held by DIP Lenders, on a pro rata basis in accordance with the share of DIP New Money Loans made by such DIP Lender and subject to the terms and conditions of the DIP Credit Agreement (the "**DIP Rolled-Up Loans**" and, together with the DIP New Money Loans, the "**DIP Loans**"), in the aggregate principal amount of up to $75,000,000, which will convert, on a dollar-for-dollar basis, to Exit Term Loans (as defined in the Plan) upon the Plan Effective Date;

(d) certain members of the Ad Hoc Group set forth on Schedule I hereto and ASP VII D2 Ltd (in such capacities, the "**DIP Backstop Parties**") have agreed to, severally

and not jointly, commit to backstop the DIP Facility, in accordance with Section 3.08 of this Agreement and the terms of the DIP Term Sheet and Plan (each such commitment, a "**DIP Backstop Commitment**"); and

(e) pursuant to the Plan and the Purchase Commitment and Backstop Agreement (as defined herein), certain creditors will be provided with the opportunity to participate in a debt rights offering and equity rights offering, and certain parties will commit to purchase equity interests in the Company through a private placement of certain equity distributions (in each case pursuant to the terms and conditions set forth in the Plan and the Purchase Commitment and Backstop Agreement), the proceeds of which will be used to fund Plan distributions and liquidity on the Company's go-forward balance sheet, which debt rights offering will be backstopped by the DRO Backstop Commitment Parties, which equity rights offering will be backstopped by the ERO Backstop Commitment Parties, and which private placement of equity interests will be funded by the Private Placement Commitment Parties, in each case in accordance with the terms of the Purchase Commitment and Backstop Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Certain Definitions.

As used in this Agreement, the following terms have the following meanings:

(a) "**Ad Hoc Group**" means that certain ad hoc group of Prepetition Secured Parties and Prepetition Unsecured Noteholders represented by the Ad Hoc Group Advisors.

(b) "**Ad Hoc Group Advisors**" has the meaning set forth in the Plan.

(c) "**Allowed Consenting Sponsor Claim**" has the meaning set forth in the Plan.

(d) "**Alternative Restructuring**" means any reorganization, liquidation, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, tender offer, exchange offer, business combination, joint venture, partnership, sale or disposition of a material portion of assets, financing (debt or equity), plan proposal, recapitalization, restructuring, new-money investment, plan of reorganization, or similar transaction of the Company, other than the Restructuring expressly contemplated by this Agreement.

(e) "**A/R Facility**" has the meaning set forth in the Plan.

(f) "**Bankruptcy Rules**" has the meaning set forth in the Plan.

(g) "**Business Day**" means any calendar day that is not a Saturday, Sunday, or other calendar day on which banks are authorized or required to be closed in New York, New York.

(h) "**Cash Collateral**" has the meaning set forth in section 363(a) of the Bankruptcy Code.

(i) "**Cause of Action**" has the meaning set forth in the Plan.

(j) "**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

(k) "**Claim**" has the meaning set forth in the Plan.

(l) "**Commitment and Rights Offering Orders**" means, collectively, the DRO Procedures Approval Order, the ERO Procedures Approval Order, and the Purchase Commitment and Backstop Approval Order, which orders, for the avoidance of doubt, may be the same order, including the Confirmation Order.

(m) "**Commitment Parties**" has the meaning set forth in the Plan.

(n) "**Confirmation Order**" means the order entered by the Bankruptcy Court confirming the Plan and approving the Disclosure Statement and Solicitation Materials.

(o) "**Consenting Claims**" means all Claims held by Consenting Parties from time to time.

(p) "**Consenting Interests**" means all Interests in Holdings held by the Consenting Sponsor.

(q) "**Davis Polk**" means Davis Polk & Wardwell LLP, as counsel to the Ad Hoc Group.

(r) "**Definitive Documents**" means, collectively: (i) the Plan; (ii) the Disclosure Statement and the other Solicitation Materials; (iii) the Confirmation Order and any motion or brief filed by the Company Parties in support of entry thereof; (iv) the DIP Documents; (v) the First-Day Pleadings and all orders sought pursuant thereto; (vi) the Exit Facility Documents; (vii) the Purchase Commitment and Backstop Agreement; (viii) the New Corporate Governance Documents; (ix) the New Warrant Documents; (x) the Plan Supplement, and any other compilation of documents and forms of documents, schedules, and exhibits to the Plan to be filed by the Company with the Bankruptcy Court, including a restructuring steps memorandum (if any) and the Restructuring Transactions Exhibit; (xi) the DRO Documents; (xii) the ERO Documents; (xiii) the Private Placement Documents; (xiv) the Purchase Commitment and Backstop Approval Order; (xv) any and all other agreements, motions and briefs or material applications, filings, instruments and other documents related to the Restructuring or reasonably desired or necessary to implement the Restructuring, including the Purchase Transaction Documents; and (xiv) any order, or amendment or modification of any order, entered by the Bankruptcy Court, related to the foregoing items (i) through (xv).

(s) "**DIP Closing Date**" means "Closing Date" as defined in the DIP Credit Agreement.

(t) "**DIP Credit Agreement**" has the meaning set forth in the Plan.

(u) "**DIP Commitments**" has the meaning set forth in the recitals to this Agreement.

(v) "**DIP Commitment Outside Date**" means November 1, 2023.

(w) "**DIP Documents**" means "Credit Documents" as defined in the DIP Credit Agreement.

(x) "**DIP Facility**" has the meaning set forth in the recitals to this Agreement.

(y) "**DIP Lender**" means any lender (including, as applicable, any DIP Backstop Party and any Joining DIP Commitment Party) having a DIP Commitment and/or holding outstanding DIP Loans.

(z) "**DIP Loans**" has the meaning set forth in the recitals to this Agreement.

(aa) "**DIP New Money Loans**" has the meaning set forth in the recitals to this Agreement.

(bb) "**DIP Orders**" means, collectively, the Interim DIP Order and the Final DIP Order.

(cc) "**DIP Rolled-Up Loans**" has the meaning set forth in the recitals to this Agreement.

(dd) "**DIP Term Sheet**" means the term sheet describing the terms of the DIP Facility attached hereto as **Exhibit D**.

(ee) "**Disclosure Statement**" means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, as may be amended, supplemented, or otherwise modified from time to time in accordance with this Agreement.

(ff) "**DRO**" has the meaning set forth in the Plan.

(gg) "**DRO Backstop Commitment**" has the meaning set forth in the Plan.

(hh) "**DRO Backstop Commitment Parties**" has the meaning set forth in the Plan.

(ii) "**DRO Documents**" has the meaning set forth in the Plan.

(jj) "**DRO Procedures**" has the meaning set forth in the Plan.

(kk) "**DRO Procedures Approval Order**" means the order of the Bankruptcy Court approving the DRO Procedures, which order may be the same order as the Confirmation Order.

(ll) "**Enforcement Action**" means, except to the extent expressly permitted by an order of the Bankruptcy Court:

(i) any step towards the acceleration or collection of any payment of any Prepetition Secured Loans, Prepetition Unsecured Notes or any other indebtedness of any Company Party or any affiliate thereof (whether on account of a guarantee or primary obligation), including the making of any declaration that any Prepetition Secured Loans, Prepetition Unsecured Notes or any such other indebtedness or any guarantees of any of the foregoing is immediately due and payable or due and payable on demand;

(ii) any action to exercise or seek to exercise any rights or remedies, including any right of set-off or recoupment, account combination or payment netting against any Company Party or any affiliate thereof, or institute or attempt to institute any action or proceeding with respect to such rights and remedies (including any action of foreclosure);

(iii) any action of any kind to recover or demand cash in respect of all or any part of indebtedness owed by any Company Party or any affiliate thereof;

(iv) the taking of any steps to enforce or require the enforcement of any guarantee, mortgage, charge, pledge, lien or other security interest or any other agreement or arrangement having a similar effect granted by any Company Party or any affiliate thereof or granted by any other person as security or credit support for an obligation of any Company Party or any affiliate thereof, including the exercise of any right under any collateral access agreements, landlord waiver or bailee's letter or similar agreement;

(v) the taking of any steps to block any deposit account or securities account of any Company Party or any affiliate thereof or otherwise restrict access of any Company Party or any affiliate thereof to any deposit account or securities account, including the issuance of any notices of sole control to any deposit account bank or securities intermediary;

(vi) any action of any kind to sue, claim or institute or continue legal process (including legal proceedings and execution) against any Company Party or any affiliate thereof;

(vii) any action of any kind to designate an early termination date under any document evidencing a derivative transaction or terminate, or close out any transaction under any document evidencing a derivative transaction, prior to its stated maturity, or demand payment of any amount which would become payable on or following an early termination date or any such termination or close-out; and

(viii) the petitioning, applying for, voting for or taking of any step towards or in connection with the involuntary commencement of any Restructuring Proceeding in respect of any Company Party or any affiliate thereof;

provided that the filing of any claim, proof of claim, or statement of interest in the Chapter 11 Cases shall not be considered an "Enforcement Action."

(mm) "**Entity**" has the meaning set forth in section 101(15) of the Bankruptcy Code.

(nn) "**ERO**" has the meaning set forth in the Plan.

(oo) "**ERO Backstop Commitment**" has the meaning set forth in the Plan.

(pp) "**ERO Backstop Commitment Parties**" has the meaning set forth in the Plan.

(qq) "**ERO Documents**" has the meaning set forth in the Plan.

(rr) "**ERO Procedures**" means the procedures governing the ERO, including the questionnaires and subscription forms attached thereto, as approved by the ERO Procedures Approval Order.

(ss) "**ERO Procedures Approval Order**" means the order of the Bankruptcy Court approving the ERO Procedures, which order may be the same order as the Confirmation Order.

(tt) "**Exit A/R Facility**" has the meaning set forth in the Plan.

(uu) "**Exit A/R Facility Term Sheet**" has the meaning set forth in the Plan.

(vv) "**Exit Facility Documents**" has the meaning set forth in the Plan.

(ww) "**Exit Term Loan Facility**" has the meaning set forth in the Plan.

(xx) "**Exit Term Loan Facility Term Sheet**" means the term sheet describing the terms of the Exit Term Loan Facility, attached hereto as **Exhibit B**.

(yy) "**Final DIP Order**" means the order entered by the Bankruptcy Court approving, among other things, the DIP Loans, the Company's use of Cash Collateral, and the parties' rights with respect thereto on a final basis.

(zz) "**First-Day Pleadings**" means all the motions that the Company files in connection with the commencement of the Chapter 11 Cases and all orders sought thereby.

(aaa) "**Initial Consenting Prepetition Secured Parties**" means those Consenting Prepetition Secured Parties who execute this Agreement on or prior to the Support Effective Date; *provided* that the Consenting Sponsor shall not be an Initial Consenting Prepetition Secured Party on account of any Prepetition Secured Loans holdings.

(bbb) "**Initial Consenting Prepetition Unsecured Noteholders**" means those Consenting Prepetition Unsecured Noteholders who execute this Agreement on or prior to the Support Effective Date; *provided* that the Consenting Sponsor shall not be an Initial Consenting Prepetition Unsecured Noteholder on account of any Prepetition Unsecured Notes holdings.

(ccc) "**Initial Consenting Creditors**" means the Initial Consenting Prepetition Secured Parties and Initial Consenting Prepetition Unsecured Noteholders.

(ddd) "**Interest**" means any equity security (as defined in section 101(16) of the Bankruptcy Code) in a Company Party, including all shares, units, common stock, preferred stock, membership interests, partnership interests, or other instruments evidencing any fixed or contingent ownership interest in any Company Party, whether or not transferable, and whether fully vested or vesting in the future, including any option, warrant, or other right, contractual or otherwise, to acquire any such interest in a Company Party, that existed immediately before the Plan Effective Date.

(eee) "**Interim DIP Order**" means the order entered by the Bankruptcy Court approving, among other things, the DIP Loans, the Company's use of Cash Collateral, and the parties' rights with respect thereto on an interim basis.

(fff) "**Milestones**" means the milestones set forth in Section 2.02 hereof.

(ggg) "**New Corporate Governance Documents**" has the meaning set forth in the Plan.

(hhh) "**New Equity Interests**" has the meaning set forth in the Plan.

(iii) "**Paul, Weiss**" means Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Consenting Sponsor.

(jjj) "**PCBA Documentation Principles**" means the documentation principles for the Purchase Commitment and Backstop Agreement attached hereto as **Exhibit E**.

(kkk) "**Plan Effective Date**" has the meaning set forth in the Plan.

(lll) "**Plan Supplement**" has the meaning set forth in the Plan.

(mmm)"**Prepetition Secured Parties**" means the lenders party to the Prepetition Credit Agreement, each in its capacity as such.

(nnn) "**Prepetition Unsecured Noteholders**" means the holders of Prepetition Unsecured Notes, each in its capacity as such.

(ooo) "**Private Placement**" has the meaning set forth in the Plan.

(ppp) "**Private Placement Commitment**" has the meaning set forth in the Plan.

(qqq) "**Private Placement Commitment Parties**" has the meaning set forth in the Plan.

(rrr) "**Private Placement Documents**" means, collectively, the Purchase Commitment and Backstop Agreement, the Purchase Commitment and Backstop Approval Order, and any and all other agreements, documents, and instruments delivered or entered into in connection with, or otherwise governing, the Private Placement, and any other materials distributed in connection with the Private Placement.

(sss) "**Purchase and Backstop Commitments**" means, collectively, the DRO Backstop Commitment, the ERO Backstop Commitment, and the Private Placement Commitment.

(ttt) "**Purchase Commitment and Backstop Agreement**" means that certain Purchase Commitment and Backstop Agreement, to be entered into by and among the Company, the DRO Backstop Commitment Parties, the ERO Backstop Commitment Parties, and the Private Placement Commitment Parties, providing for the Purchase and Backstop Commitments (including all exhibits, annexes, and schedules thereto, in each case, as may be amended, supplemented, or otherwise modified pursuant to the terms thereof), which shall include terms consistent with the PCBA Documentation Principles and as described in the Plan and the Disclosure Statement.

(uuu) "**Purchase Commitment and Backstop Approval Order**" has the meaning set forth in the Plan.

(vvv) "**Purchase Commitment and Backstop Documents**" has the meaning set forth in the Plan.

(www) "**Purchase Transaction Documents**" has the meaning set forth in the Plan.

(xxx) "**Qualified Marketmaker**" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers some or all Claims (or enter with customers into long and short positions in some or all Claims), in its capacity as a dealer or marketmaker in some or all Claims and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

(yyy) "**Related Fund**" has the meaning set forth in Section 3.08(e).

(zzz) "**Reorganized Debtors**" means, collectively, the Company Parties as reorganized on the Plan Effective Date in accordance with the Plan.

(aaaa) "**Reorganized Parent**" has the meaning set forth in the Plan.

(bbbb) "**Requisite Commitment Parties**" has the meaning set forth in the Purchase Commitment and Backstop Agreement.

(cccc) "**Requisite DIP Backstop Parties**" means, as of the relevant date, (i) at least three (3) unaffiliated DIP Backstop Parties holding DIP Backstop Commitments representing

more than 50% in aggregate principal amount of DIP Backstop Commitments held by the DIP Backstop Parties as of such date or (ii) if there are not at least three (3) unaffiliated DIP Backstop Parties holding DIP Backstop Commitments representing more than 50% in aggregate principal amount of DIP Backstop Commitments held by the DIP Backstop Parties as of such date, then DIP Backstop Parties holding DIP Backstop Commitments representing more than 50% in aggregate principal amount of DIP Backstop Commitments held by the DIP Backstop Parties as of such date.

(dddd) "**Requisite DIP Lenders**" means, as of the relevant time, (i) at least three (3) unaffiliated DIP Lenders having unused DIP Commitments and/or holding outstanding DIP Loans representing more than 50% of the aggregate at such time of all unused DIP Commitments and/or outstanding DIP Loans or (ii) if there are not at least three (3) unaffiliated DIP Lenders having unused DIP Commitments and/or holding outstanding DIP Loans representing more than 50% of the aggregate at such time of all unused DIP Commitments and/or outstanding DIP Loans, then DIP Lenders having unused DIP Commitments and/or holding outstanding DIP Loans representing more than 50% of the aggregate at such time of all unused DIP Commitments and/or outstanding DIP Loans.

(eeee) "**Requisite DRO Backstop Parties**" means, as of the relevant time, (i) at least three (3) unaffiliated DRO Backstop Commitment Parties that together hold more than 50% of the DRO Backstop Commitments or (ii) if there are not at least three (3) unaffiliated DRO Backstop Commitment Parties that together hold more than 50% of the DRO Backstop Commitments, then DRO Backstop Commitment Parties that together hold more than 50% of the DRO Backstop Commitments.

(ffff) "**Requisite ERO Backstop Parties**" means, as of the relevant time, (i) at least three (3) unaffiliated ERO Backstop Commitment Parties that together hold more than 50% of the ERO Backstop Commitments or (ii) if there are not at least three (3) unaffiliated ERO Backstop Commitment Parties that together hold more than 50% of the ERO Backstop Commitments, then ERO Backstop Commitment Parties that together hold more than 50% of the ERO Backstop Commitments.

(gggg) "**Requisite Prepetition Secured Parties**" means, as of the relevant date, (i) at least three (3) unaffiliated Initial Consenting Prepetition Secured Parties holding more than 50% of the aggregate outstanding principal amount of Prepetition Secured Loans that are held by Initial Consenting Prepetition Secured Parties, (ii) if there are not at least three (3) unaffiliated Initial Consenting Prepetition Secured Parties holding more than 50% of the aggregate outstanding principal amount of Prepetition Secured Loans that are held by Initial Consenting Prepetition Secured Parties, then Initial Consenting Prepetition Secured Parties holding more than 50% of the aggregate outstanding principal amount of Prepetition Secured Loans that are held by Initial Consenting Prepetition Secured Parties, or (iii) if there are no Initial Consenting Prepetition Secured Parties party to this Agreement, Consenting Prepetition Secured Parties holding more than 50% of the aggregate outstanding principal amount of Prepetition Secured Loans that are held by Consenting Prepetition Secured Parties.

(hhhh) "**Requisite Prepetition Unsecured Noteholders**" means, as of the relevant date, (i) at least three (3) unaffiliated Initial Consenting Prepetition Unsecured Noteholders holding more than 50% of the aggregate outstanding principal amount of Prepetition Unsecured Notes that

are held by Initial Consenting Prepetition Unsecured Noteholders, (ii) if there are not at least three (3) unaffiliated Initial Consenting Prepetition Unsecured Noteholders holding more than 50% of the aggregate outstanding principal amount of Prepetition Unsecured Notes that are held by Initial Consenting Prepetition Unsecured Noteholders, then Initial Consenting Prepetition Unsecured Noteholders holding more than 50% of the aggregate outstanding principal amount of Prepetition Unsecured Notes that are held by Initial Consenting Prepetition Unsecured Noteholders, or (iii) if there are no Initial Consenting Prepetition Unsecured Noteholders party to this Agreement, Consenting Prepetition Unsecured Noteholders holding more than 50% of the aggregate outstanding principal amount of Prepetition Unsecured Notes that are held by Consenting Prepetition Unsecured Noteholders.

(iiii) "**Requisite Private Placement Commitment Parties**" means, as of the relevant time, (i) at least three (3) unaffiliated Private Placement Commitment Parties that together hold more than 50% of the Private Placement Commitments or (ii) if there are not at least three (3) unaffiliated Private Placement Commitment Parties that together hold more than 50% of the Private Placement Commitments, then Private Placement Commitment Parties that together hold more than 50% of the Private Placement Commitments.

(jjjj) "**Restructuring Expenses**" has the meaning set forth in the Plan.

(kkkk) "**Restructuring Proceedings**" means, other than the Chapter 11 Cases or any other action or proceeding taken in furtherance of or in connection with the Restructuring with the consent of the Company Parties and the Requisite Prepetition Secured Parties, the appointment of an administrator, liquidator, provisional liquidator, bankruptcy or proposal trustee, receiver, administrative receiver, or similar officer in respect of any Company Party or any subsidiary of any Company Party, or the winding up, liquidation, provisional liquidation, dissolution, administration, reorganization, composition, compromise, or arrangement of or with any Company Party or any subsidiary of any Company Party, or any equivalent or analogous appointment or proceedings under the law of any other jurisdiction.

(llll) "**Restructuring Transactions Exhibit**" has the meaning set forth in the Plan.

(mmmm) "**Solicitation Materials**" has the meaning set forth in the Plan.

(nnnn) "**Support Effective Date**" means the date on which counterpart signature pages to this Agreement shall have been executed and delivered by (i) the Company, (ii) Consenting Prepetition Secured Parties (A) holding of record and/or beneficially owning at least 66⅔% of the aggregate outstanding principal amount of Prepetition Secured Loans, and (B) comprising more than one-half in number of Prepetition Secured Parties, (iii) Consenting Prepetition Unsecured Noteholders holding of record and/or beneficially owning at least 66⅔% of the aggregate outstanding principal amount of Prepetition Unsecured Notes, and (iv) the Consenting Sponsor.

(oooo) "**Support Period**" means, with respect to a Party, the period commencing on the Support Effective Date and ending on the date on which this Agreement is terminated with respect to such Party in accordance with Section 6.01 hereof.

(pppp) "**Vinson & Elkins**" means Vinson & Elkins LLP, as local counsel to the Ad Hoc Group.

(qqqq) "**Voting Deadline**" means the deadline to submit votes to accept or reject the Plan.

(rrrr) "**Weil**" means Weil, Gotshal & Manges LLP, as counsel to the Company.

2. Restructuring Process; Milestones; Definitive Documents.

Section 2.01 Plan; Other Exhibits. The Plan is expressly incorporated herein and made a part of this Agreement. The terms and conditions of the Restructuring are set forth in the Plan. In the event of any inconsistencies between the terms of this Agreement and the Plan, the terms of the Plan shall govern. In the event of any inconsistencies between this Agreement and any of the other exhibits hereto, the terms of such exhibit(s) shall govern.

Section 2.02 Milestones. The Company shall use commercially reasonable efforts to implement the Restructuring in accordance with the following milestones (which, to the extent such date (including any extension thereof), does not consist of a date certain, shall be calculated in accordance with Bankruptcy Rule 9006 of the Bankruptcy Rules) unless waived or extended (i) in writing by the Company and the Requisite Prepetition Secured Parties or (ii) in accordance with sections 2.4(a)(iii), 2.4(b)(iii), and 2.4(c)(iii) of the Purchase Commitment and Backstop Agreement, with email among counsel being sufficient:

(a) No later than the later to occur of (i) the Support Effective Date and (ii) 11:59 p.m. (prevailing Eastern Time) on October 23, 2023, the Company shall commence the Solicitation. No later than the later to occur of (i) the Support Effective Date and (ii) 9:00 a.m. (prevailing Eastern Time) on October 24, 2023, the Company shall file with the Bankruptcy Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code for each of the Company Parties and any and all other documents necessary to commence chapter 11 cases (the date on which such filing occurs, the "**Petition Date**");

(b) as soon as reasonably practicable after the Petition Date, but in no event later than 11:59 p.m. (prevailing Eastern Time) on the date that is two (2) Business Days after the Petition Date, the Company will file or cause to be filed the Plan and the Disclosure Statement with the Bankruptcy Court;

(c) no later than three (3) Business Days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order;

(d) no later than 11:59 p.m. (prevailing Eastern Time) on October 26, 2023, the Debtors, the DRO Backstop Commitment Parties, the ERO Backstop Commitment Parties, and the Private Placement Commitment Parties shall have entered into the Purchase Commitment and Backstop Agreement;

(e) no later than one (1) day after the execution of the Purchase Commitment and Backstop Agreement, the Company shall have filed the motion(s) seeking approval of the Commitment and Rights Offering Orders with the Bankruptcy Court;

(f) no later than forty-three (43) days after the Petition Date, the Company shall have filed the Plan Supplement with the Bankruptcy Court;

(g) no later than fifty (50) days after the Petition Date, the Voting Deadline shall have occurred;

(h) no later than fifty-five (55) days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order, the Final DIP Order, and the Commitment and Rights Offering Orders; and

(i) no later than 11:59 p.m. (prevailing Eastern Time) on December 29, 2023, the Plan Effective Date shall have occurred (the "**Outside Date**").

In the event any failure to satisfy a Milestone is attributable to lack of availability of the Bankruptcy Court, that Milestone shall be automatically extended to the date that is one (1) Business Day after the first date that the Bankruptcy Court is available.

Section 2.03 Definitive Documents. The Definitive Documents not executed or in a form attached to this Agreement as of the Support Effective Date remain subject to negotiation and completion. Upon completion, the Definitive Documents, including any modifications, amendments, or supplements thereto, shall (a) contain terms and conditions consistent with this Agreement (including the Plan) and (b) otherwise be in form and substance (including as to whether a Purchase Transaction, as defined in the Plan attached hereto as **Exhibit A**, is pursued) reasonably acceptable to the Company and the Requisite Prepetition Secured Parties; *provided* that in addition (i) the Plan (it being understood the Plan attached hereto as **Exhibit A** is acceptable to the Consenting Parties as of the Support Effective Date), the Plan Supplement, the Confirmation Order, and the New Corporate Governance Documents shall be acceptable to the Requisite Prepetition Secured Parties; (ii) the DIP Documents shall be consistent with the DIP Term Sheet, and otherwise acceptable to the Requisite DIP Lenders; (iii) the Exit Facility Documents shall be consistent with the Exit Term Loan Facility Term Sheet and the Exit A/R Facility Term Sheet and otherwise acceptable to the Requisite DRO Backstop Parties; (iv) the DRO Documents shall be consistent with the Purchase Commitment and Backstop Agreement and otherwise acceptable to the Requisite DRO Backstop Parties; (v) the ERO Documents shall be consistent with the Purchase Commitment and Backstop Agreement and otherwise acceptable to the Requisite ERO Backstop Parties; (vi) the Private Placement Documents shall be consistent with the Purchase Commitment and Backstop Agreement and otherwise acceptable to the Requisite Private Placement Commitment Parties; (vii) the provisions of the Definitive Documents providing for the treatment of the Prepetition Unsecured Notes shall be reasonably acceptable to the Requisite Prepetition Unsecured Noteholders (in their capacity as such); and (viii) unless consistent with this Agreement (including the Plan attached hereto as **Exhibit A**), any provision of any Definitive Document that (x) materially affects the rights, obligations, or treatment of the Consenting Sponsor, including any provisions thereof that relate to the release of claims, indemnification rights, or directors' and officers' liability insurance or the treatment of the Allowed Consenting Sponsor Claim or (y) provides for unequal treatment on account of the Consenting Claims held by the Consenting Sponsor or any of its affiliates shall, in each case, be reasonably acceptable to the Consenting Sponsor, in each case, for the foregoing clauses (i)–(viii), including any modifications, amendments, or supplements thereto.

3. Agreements of the Consenting Creditors.

Section 3.01 Support. Each Consenting Creditor severally, and not jointly, agrees, during the Support Period, subject to the terms and conditions of this Agreement, to:

(a) (i) timely vote or cause to be voted all of its Consenting Claims that are entitled to vote to accept or reject the Plan to accept the Plan by timely delivering or causing to be delivered its duly executed and completed ballot or ballots, as applicable, following the commencement of the solicitation of the Plan and its receipt of the Solicitation Materials and (ii) not change or withdraw (or cause to be changed or withdrawn) any such vote; *provided* that each Consenting Creditor, effective immediately upon written notice to the Company (with email among counsel being sufficient), may withhold, change, or withdraw (or cause to be withheld, changed, or withdrawn) its vote (and, upon such withdrawal be deemed void *ab initio*) at any time following termination of this Agreement in accordance with its terms with respect to the Consenting Creditors other than on account of a breach by such Consenting Creditor;

(b) to the extent it is permitted to elect whether to grant or opt-out of the releases set forth in the Plan, grant and not opt-out of (or cause to be granted or not opted-out of) the release of third-party claims contemplated by the Plan and not change or withdraw (or cause to be changed or withdrawn) such election; *provided* that each Consenting Creditor, effective immediately upon written notice to the Company (with email among counsel being sufficient), may withhold or withdraw (or cause to be withheld or withdrawn) any such election (and, upon such withdrawal, such election shall be deemed void *ab initio*) at any time following termination of this Agreement in accordance with its terms with respect to the Consenting Creditors other than on account of a breach by such Consenting Creditor;

(c) timely vote (or cause to be voted) its Consenting Claims against any Alternative Restructuring, if solicited;

(d) not directly or indirectly, through any Entity (including any administrative agent or collateral agent), (A) seek, solicit, propose, support, assist, participate or engage in negotiations in connection with or participate in the formulation, preparation, filing or prosecution of any Alternative Restructuring or (B) object to or take any other action that is inconsistent with or that would reasonably be expected to prevent, interfere with, delay or impede the Solicitation, approval of and entry of orders regarding the Definitive Documents, or the confirmation and consummation of the Plan and the Restructuring;

(e) not direct any administrative agent, collateral agent, or indenture trustee (as applicable) to take any action inconsistent with such Consenting Creditor's obligations under this Agreement and, if any administrative agent, collateral agent, or indenture trustee (as applicable) in relation to its Consenting Claims takes any action inconsistent with such Consenting Creditor's obligations under this Agreement, use commercially reasonable efforts to direct and cause such administrative agent, collateral agent, or indenture trustee (as applicable) to cease and refrain from taking any such action;

(f) negotiate in good faith with the other Parties the form of the Definitive Documents not executed or in a form attached to this Agreement as of the Support Effective Date and (as applicable) execute the Definitive Documents to which it is required to be a party;

(g) not object to the retention of and the payment of fees and expenses to Lazard Frères & Co. LLC ("**Lazard**") in accordance with the terms of the fee letter between Lazard and the Company then in effect (the "**Lazard Fee Letter**") and, in each case, any application seeking approval of or court order approving the same; *provided* the Lazard Fee Letter as attached to any application seeking approval of Lazard's retention will have been amended to (i) reduce the cap on fees set forth in Section 2(e) thereof to $18,500,000, and (ii) modify Section 9(b) thereof to apply only to a UR Sale Transaction Fee (as defined in the Lazard Fee Letter);

(h) use commercially reasonable efforts and act in good faith to support, not object to, and take all reasonable actions (to the extent practicable and consistent with the terms of this Agreement) reasonably necessary or reasonably requested by the Company to facilitate the Solicitation, approval of and entry of orders regarding the Definitive Documents, and confirmation and consummation of the Plan and the Restructuring contemplated herein, in each case consistent with the terms and conditions, and within the timeframes contemplated by, this Agreement (including the Plan);

(i) as reasonably requested by the Company Parties to Davis Polk (which, in each case, may be through Weil), inform the Company Parties as to the status of obtaining any necessary or desirable authorizations (including any consents) from any competent judicial body, governmental authority, banking, taxation, supervisory, or regulatory body in connection with the Restructuring for which the Consenting Creditors are responsible;

(j) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring, negotiate in good faith appropriate additional or alternative provisions to address any such impediment; and

(k) if applicable, use commercially reasonable efforts to obtain, or assist the Company in obtaining, any and all required regulatory and/or third-party approvals to effectuate the Restructuring on the terms contemplated by this Agreement and the Plan.

Section 3.02 Transfers of Claims. Each Consenting Creditor agrees that during the Support Period, it shall not sell, assign, loan, issue, pledge, hypothecate, transfer, participate, or otherwise dispose of ("**Transfer**"), directly or indirectly, in whole or in part, to any affiliated or unaffiliated party, any Claims or any option thereon or any right or interest therein (including any beneficial ownership as defined in Rule 13d-3 under the Exchange Act or by granting any proxies, depositing any Claims into a voting trust or entering into a voting agreement with respect to such Claims), unless the transferee thereof:

(a) is another Consenting Creditor and the transferee provides notice of such Transfer (including the amount and type of Claims transferred) to Weil and Davis Polk within four (4) Business Days following the consummation of such Transfer; or

(b) agrees in writing for the benefit of the Parties to become, effective prior to or upon the consummation of such Transfer, a Consenting Creditor and to be bound by all of the

terms of this Agreement applicable to a Consenting Creditor (including with respect to any and all Claims it already may hold before such Transfer) by executing a joinder agreement in the form attached hereto as **Exhibit C** (a "**Joinder Agreement**") and delivering an executed copy of such Joinder Agreement to Weil and Davis Polk within four (4) Business Days following the consummation of such Transfer, in which event (x) the transferee shall be deemed to be a Consenting Creditor hereunder to the extent of such rights and obligations and (y) the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of such transferred rights and obligations; *provided* that a Consenting Creditor may Transfer its Claims to an entity that is acting in its capacity as a Qualified Marketmaker without the requirement that the Qualified Marketmaker execute a Joinder Agreement, *provided* that (A) any subsequent Transfer by such Qualified Marketmaker of the right, title, or interest in such Claims is to a transferee that is or becomes a Consenting Creditor at the time of such Transfer and (B) the Qualified Marketmaker complies with Section 3.04 hereof. To the extent that a Consenting Creditor is acting in its capacity as a Qualified Marketmaker, it may Transfer any right, title, or interest in such Claims that the Qualified Marketmaker acquires from a holder of the Claims who is not a Consenting Creditor without the requirement that the transferee be or became a Consenting Creditor.

Any Transfer of any Claim that does not comply with the terms and procedures set forth herein shall be deemed void *ab initio*, and each other Party shall have the right to enforce the voiding of such Transfer.

Section 3.03 Additional Claims and Interests. If any Consenting Creditor acquires additional Claims or Interests, including any Prepetition Secured Loans or Prepetition Unsecured Notes, from any Entity that is not a Consenting Creditor, then such Party shall notify Weil and Davis Polk within four (4) Business Days of such acquisition. For the avoidance of doubt, each Consenting Creditor agrees that any additional Claims or Interests, including any Prepetition Secured Loans or Prepetition Unsecured Notes, acquired by such Consenting Creditor from a Consenting Creditor or any other Entity, whether or not such acquiring Party complies with the immediately preceding sentence, will, automatically upon acquisition (whether or not notice is provided), be subject to this Agreement and be Consenting Claims or Consenting Interests, as applicable.

Section 3.04 Obligations of Qualified Marketmaker. If at the time of a proposed Transfer of Claims to a Qualified Marketmaker holders of such Claims (i) may vote on the Plan, the proposed transferor Consenting Creditor must first vote on the Plan in accordance with Section 3.01(a) hereof or (ii) have not yet, and may not yet, vote on the Plan and such Qualified Marketmaker does not Transfer such Claims to a subsequent transferee prior to the third Business Day prior to the expiration of the Voting Deadline (such date, the "**Qualified Marketmaker Joinder Date**"), such Qualified Marketmaker shall be required to (and the transfer documentation to the Qualified Marketmaker shall have provided that it shall), on the first Business Day immediately following the Qualified Marketmaker Joinder Date, become a Consenting Creditor with respect to such Claims in accordance with the terms hereof (including the obligation to vote in favor of the Plan) and shall vote in favor of the Plan in accordance with the terms hereof; *provided* that the Qualified Marketmaker shall automatically, and without further notice or action, no longer be a Consenting Creditor with respect to such Claims at such time that the transferee of such Claims becomes a Consenting Creditor with respect to such Claims.

Section 3.05 Forbearance. During the Support Period, each Consenting Creditor (severally and not jointly) agrees to forbear from taking any Enforcement Action (or directing any other Entity to take an Enforcement Action) or exercising any other rights or remedies (or directing any other Entity to exercise rights or remedies) in respect of any breach, default, cross-default, potential default, or event of default, (x) existing in respect of the Prepetition Secured Loans and/or the Prepetition Unsecured Notes as of the Support Effective Date and/or (y) arising from or related to:

(a) the non-payment of any principal and/or interest and/or fee and/or any other amount in respect of the Prepetition Secured Loans (including any amount payable to an Issuing Lender (as defined in the Prepetition Credit Agreement) in respect of any drawing under any applicable Letter of Credit (under and as defined in the Prepetition Credit Agreement)) and/or the Prepetition Unsecured Notes during the Support Period (subject to any rights granted to the applicable Consenting Creditors pursuant to the DIP Documents or any other order of the Bankruptcy Court);

(b) any transaction contemplated by this Agreement (including the Restructuring contemplated by this Agreement);

(c) any transaction consented to by the Requisite Prepetition Secured Parties and/or the Requisite Prepetition Unsecured Noteholders, as applicable; and/or

(d) the commencement of the Chapter 11 Cases.

Each Consenting Creditor further agrees that if any applicable administrative agent, collateral agent, or indenture trustee takes any action inconsistent with any such Consenting Creditor's obligations under this Section 3.05, such Consenting Creditor shall use commercially reasonable efforts to direct and cause such administrative agent, collateral agent, or indenture trustee (as applicable) to cease and refrain from taking such actions. For the avoidance of doubt, the foregoing forbearance shall not be construed to impair the ability of the Consenting Creditors to take any remedial action, subject to the terms of the Prepetition Credit Agreement or Indenture, as applicable, at any time after the Termination Date (unless the Termination Date occurs solely as a result of the occurrence of the Plan Effective Date).

Section 3.06 Additional Parties. Any Prepetition Secured Party or Prepetition Unsecured Noteholder may, at any time after the Support Effective Date, become a party to this Agreement as a Consenting Creditor (an "**Additional Consenting Creditor**"), by executing a Joinder Agreement, pursuant to which such Additional Consenting Creditor shall be bound by the terms of this Agreement as a Consenting Creditor hereunder and shall be deemed a Consenting Creditor for all purposes hereunder, and all Claims and Interests (if any) held by such Additional Consenting Creditor shall be Consenting Claims and Consenting Interests, respectively.

Section 3.07 New Corporate Governance Documents. The Consenting Creditors shall use commercially reasonable efforts to provide a draft of the governance term sheet to be filed with the initial Plan Supplement, including, subject to ongoing regulatory analysis, if any, provisions relating to board composition, description of actions requiring board approvals,

shareholder consent rights, transfer limitations, and registration rights, (by delivery from Davis Polk) to Weil no later than ten (10) days before the Voting Deadline.

Section 3.08 DIP Commitments.

(a) *DIP Backstop Parties*. Subject to the termination rights set forth in Section 6.03 and subject to the conditions described herein and in the DIP Term Sheet, each DIP Backstop Party, severally and not jointly, agrees to provide (or to cause in accordance with Section 3.08(e) any of its Related Funds to provide) DIP New Money Loans in an amount equal to its DIP Backstop Commitment as set forth on Schedule I hereto on the terms and conditions as set forth in the DIP Term Sheet, with such changes prior to the DIP Closing Date approved in accordance with Section 2.03. The DIP Backstop Commitments of the DIP Backstop Parties shall be reduced on a dollar-for-dollar pro rata basis by the DIP Loans funded on the DIP Closing Date by the Joining DIP Commitment Parties (or the relevant Fronting Lender on their behalf) in accordance with Section 3.08(b) below.

(b) *Joining DIP Commitment Parties*.

(i) Each Consenting Prepetition Secured Party that becomes party to this Agreement on or before the DIP Commitment Outside Date and that makes the appropriate election on its signature page hereto (or, in the case of any Consenting Prepetition Secured Party that becomes party to this Agreement after the Support Effective Date, makes the appropriate election pursuant to its Joinder Agreement) shall commit to provide (or to cause in accordance with Section 3.08(e) any of its Related Funds to provide) DIP New Money Loans in an aggregate amount proportional to the Prepetition Secured Loans beneficially held by such Consenting Prepetition Secured Party as of the DIP Commitment Outside Date (with the amount of its Prepetition Secured Loans being determined by the Ad Hoc Group Advisors, which determination shall be binding absent manifest error and shall give effect to, and assume the settlement of any pending assignments of Prepetition Secured Loan Claims as of the DIP Commitment Outside Date), on the terms and conditions set forth in the DIP Term Sheet, with such changes prior to the DIP Closing Date approved in accordance with Section 2.03 (any such Consenting Prepetition Secured Party, a **"Joining DIP Commitment Party**" and, collectively, the "**Joining DIP Commitment Parties**").

(ii) In the event that, after the date any Joining DIP Commitment Party executes a Joinder Agreement and on or before the DIP Commitment Outside Date, (A) such Joining DIP Commitment Party acquires Prepetition Secured Loan Claims from a party that has not executed a Joinder Agreement, such Joining DIP Commitment Party may commit to provide DIP New Money Loans in the same amount that the seller of such Prepetition Secured Loan Claims would have had with respect to such Prepetition Secured Loan Claims by notifying counsel to the Company Parties and the Ad Hoc Group Advisors in accordance with Section 3.02 hereof prior to the DIP Commitment Outside Date (and any such commitment shall give effect to, and assume the settlement of any pending assignments of Prepetition Secured Loans as of the DIP Commitment Outside Date); and/or (B) such Joining DIP Commitment Party sells Prepetition Secured Loan Claims in accordance with this Agreement, such Joining DIP Commitment Party shall no longer be

obligated to provide DIP New Money Loans in the amount that it was required to provide with respect to the sold Prepetition Secured Loan Claims (*provided* that the transferee in such sale is a Joining DIP Commitment Party).

(c) Upon the earlier of (x) the DIP Closing Date and the funding of the DIP Loans and (y) the termination or expiration of this Agreement in accordance with its terms prior to the DIP Closing Date, the commitments of the DIP Backstop Parties and the Joining DIP Commitment Parties to provide their respective portions of the DIP Facility pursuant to this Section 3.08 shall terminate.

(d) Each DIP Lender may, at its option, arrange for the DIP Credit Agreement to be executed by a financial institution selected by the Requisite DIP Backstop Parties and reasonably acceptable to the Company (the "**Fronting Lender**"), which will act as an initial lender under the DIP Credit Agreement and fund some or all of such DIP Lender's commitments, in which case such DIP Lender will acquire its DIP New Money Loans by assignment from the Fronting Lender promptly after the initial funding of the DIP New Money Loans on the DIP Closing Date in accordance with the assignment provisions of the DIP Credit Agreement.

(e) Prior to the DIP Closing Date, any DIP Backstop Party may assign all or a portion of its DIP Backstop Commitments hereunder to (i) any other DIP Backstop Party or (ii) any (A) Affiliate (as defined in the DIP Credit Agreement) of such DIP Backstop Party or (B) investment fund, account, vehicle or other entity that is administered, managed, or advised by such DIP Backstop Party, its Affiliates (as defined in the DIP Credit Agreement) or any Entity or Affiliate (as defined in the DIP Credit Agreement) of such Entity that administers, advises, or manages such DIP Backstop Party (as set forth in this clause (ii), collectively, such DIP Backstop Party's "**Related Funds**" and any such assignment permitted by clauses (i) through (ii), a "**Permitted Assignment**"), in each case, pursuant to documentation reasonably acceptable to the Company (such consent not to be unreasonably withheld, conditioned, or delayed); *provided* that the DIP Backstop Parties' rights and obligations under this Section 3.08 and the DIP Backstop Commitments hereunder shall not otherwise be assignable by the DIP Backstop Parties without the prior written consent of the Air Methods Parent (such consent not to be unreasonably withheld, conditioned, or delayed); *provided, further*, that (1) the assigning DIP Backstop Party shall provide written notice of any Permitted Assignment to the Company promptly following such Permitted Assignment (and, in any event, within three (3) Business Days following such Permitted Assignment) and (2) no DIP Backstop Party shall be released, relieved or novated from its obligations under this Section 3.08 (including its DIP Backstop Commitment) in connection with any Permitted Assignment; *provided, further*, that prior to the DIP Closing Date, the Company and the Ad Hoc Group Advisors may amend Schedule I hereto to reflect any such assignments permitted under this Section 3.08(e).

(f) Each DIP Backstop Party's undertakings and agreements under this Section 3.08 are subject to the conditions precedent expressly set forth under the headings "Conditions Precedent to Effectiveness" and "Conditions Precedent to Extension of Delayed Draw DIP New Money Loans" in the DIP Term Sheet, as applicable (collectively, the "**Limited Conditionality Provisions**").

(g) The rights and obligations of each of the DIP Backstop Parties under this Section 3.08 shall be several and not joint, and no failure of any DIP Backstop Party to comply with any of its obligations hereunder shall prejudice the rights or obligations of any other DIP Backstop Party; *provided* that in the event that any DIP Backstop Party fails to fund its DIP Backstop Commitment on the DIP Closing Date (each, a "**Defaulting DIP Backstop Party**"), each DIP Backstop Party that is not a Defaulting DIP Backstop Party (each, a "**Non-Defaulting DIP Backstop Party**") shall be offered the option to fund (but shall be under no obligation to fund) the DIP Backstop Commitment of such Defaulting DIP Backstop Party, in whole or in part, and, if any Non-Defaulting DIP Backstop Party agrees to fund the DIP Backstop Commitment of any Defaulting DIP Backstop Party, such Non-Defaulting DIP Backstop Party shall be entitled to all or a proportionate share, as the case may be, of the benefits and rights that would otherwise be owing and payable to, such Defaulting DIP Backstop Party under the DIP Facility, including any related fees and commitment premiums as set forth in the DIP Term Sheet that would otherwise be issued to such Defaulting DIP Backstop Party.

(h) This Section 3.08 is intended to be solely for the benefit of the Company and the DIP Backstop Parties and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the Company and the DIP Backstop Parties, in each case, to the extent expressly set forth herein.

Section 3.09 BH Guarantor Release.

(a) The Consenting Prepetition Secured Parties severally, and not jointly, agree that, upon the occurrence of the Plan Effective Date, each of (i) Blue Hawaiian Holdings, LLC, a Delaware limited liability company, (ii) Helicopter Consultants of Maui, LLC, a Hawaii limited liability company, (iii) Nevada Helicopter Leasing LLC, a Nevada limited liability company, (iv) Air Repair Limited Liability Company, a Hawaii limited liability company, (v) Hawaii Helicopters, LLC, a Hawaii limited liability company and (vi) Alii Aviation, LLC, a Hawaii limited liability company (the entities listed in the preceding (i) through (vi), each, a "**BH Guarantor**" and collectively, the "**BH Guarantors**"), is automatically released from each BH Guarantor's Obligations (as defined in the Prepetition Credit Agreement) under the Prepetition Credit Agreement and each BH Guarantor's Guaranty (as defined in the Prepetition Credit Agreement) set forth in the Prepetition Credit Agreement, on the Plan Effective Date (such release, the "**BH Guarantor Release**").

(b) The Consenting Prepetition Secured Parties severally, and not jointly, agree to use commercially reasonable efforts to direct Royal Bank of Canada, as administrative agent under the Prepetition Credit Agreement, to execute and deliver to any BH Guarantor, at such BH Guarantor's expense, all documents that such BH Guarantor shall reasonably request and are necessary to evidence the BH Guarantor Release. For the avoidance of doubt, the Consenting Prepetition Unsecured Noteholders acknowledge and agree that upon the occurrence of the BH Guarantor Release, each BH Guarantor will, in accordance with the Indenture, be automatically be released from such BH Guarantor's Guarantee (as defined in the Indenture) under the Indenture and shall cease to be a Guarantor (as defined in the Indenture) thereunder, without any further action on the part of the Company or the BH Guarantors.

4. Agreements of the Consenting Sponsor

Section 4.01 The Consenting Sponsor agrees that, for the duration of the Support Period, the Consenting Sponsor shall:

(a) cause the Consenting Sponsor Affiliates[2] to (i) timely vote or cause to be voted all of its Consenting Interests that are entitled to vote to accept or reject the Plan to accept the Plan by timely delivering or causing to be delivered its duly executed and completed ballot or ballots, as applicable, following the commencement of the solicitation of the Plan and its receipt of the Solicitation Materials and (ii) not change or withdraw (or cause to be changed or withdrawn) any such vote; *provided* that the Consenting Sponsor, effective immediately upon written notice to the Company (with email among counsel being sufficient), may withhold, change, or withdraw (or cause to be withheld, changed, or withdrawn) its vote (and, upon such withdrawal be deemed void *ab initio*) at any time following termination of this Agreement in accordance with its terms with respect to the Consenting Sponsor other than on account of a breach by the Consenting Sponsor;

(b) cause the Consenting Sponsor Affiliates, to the extent it is permitted, to elect whether to grant or opt-out of the releases set forth in the Plan, grant and not opt-out of the release of third-party claims contemplated by the Plan (or cause the foregoing) and not change or withdraw (or cause to be changed or withdrawn) such election; *provided* that the Consenting Sponsor, effective immediately upon written notice to the Company (with email among counsel being sufficient), may withhold or withdraw (or cause to be withheld or withdrawn) any such election (and, upon such withdrawal, such election shall be deemed void *ab initio*) at any time following termination of this Agreement in accordance with its terms with respect to the Consenting Sponsor other than on account of a breach by the Consenting Sponsor;

(c) timely vote (or cause to be voted) its Consenting Interests against any Alternative Restructuring, if solicited;

(d) not directly or indirectly, through any Entity (including any administrative agent or collateral agent), (A) seek, solicit, propose, support, assist, participate or engage in negotiations in connection with or participate in the formulation, preparation, filing or prosecution of any Alternative Restructuring or (B) object to or take any other action that is inconsistent with or that would reasonably be expected to prevent, interfere with, delay or impede the Solicitation, approval of and entry of orders regarding the Definitive Documents, or the confirmation and consummation of the Plan and the Restructuring;

(e) negotiate in good faith with the other Parties the form of the Definitive Documents not executed or in a form attached to this Agreement as of the Support Effective Date and (as applicable) execute the Definitive Documents to which it is required to be a party;

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[2] "**Consenting Sponsor Affiliates**" means ASP AMC Investco I LP and ASP AMC Investco II LP.

(f) not object to the retention of and the payment of fees and expenses to Lazard in accordance with the terms of the Lazard Fee Letter and, in each case, any application seeking approval of or court order approving the same;

(g) use commercially reasonable efforts and act in good faith to support, not object to, and take all reasonable actions (to the extent practicable and consistent with the terms of this Agreement) reasonably necessary or reasonably requested by the Company to facilitate the Solicitation, approval of and entry of orders regarding the Definitive Documents, and confirmation and consummation of the Plan and the Restructuring contemplated herein, in each case consistent with the terms and conditions, and within the timeframes contemplated by, this Agreement (including the Plan);

(h) as reasonably requested by the Company Parties to Paul, Weiss (which, in each case, may be through Weil), inform the Company Parties as to the status of obtaining any necessary or desirable authorizations (including any consents) from any competent judicial body, governmental authority, banking, taxation, supervisory, or regulatory body in connection with the Restructuring for which the Consenting Sponsor is responsible, if any;

(i) upon the payment in full in cash on the Plan Effective Date of the Allowed Consenting Sponsor Claim, (i) terminate that certain Management Consulting Agreement, dated April 21, 2017, by and between Air Methods Corporation and American Securities LLC (as may be amended, supplemented, or otherwise modified from time to time), and any other contractual agreements with the Company Parties and/or their subsidiaries and (ii) waive any and all Claims that may arise in relation thereto against the Company Parties and their subsidiaries; *provided* that, notwithstanding the foregoing, (x) any and all directors' and officers' indemnification rights of the Consenting Sponsor, its affiliates, and their representatives shall survive consistent with the provisions of Section 8.4 of the Plan, (y) the rights of the Consenting Sponsor, its affiliates, and their representatives as beneficiaries under any D&O Insurance Policy shall continue and be preserved in accordance with Section 8.6 of the Plan, and (z) nothing in this Section 4.01(i) shall impact the treatment of, or recovery on account of, any Consenting Claims held by the Consenting Sponsor or any of its affiliates;

(j) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring, negotiate in good faith appropriate additional or alternative provisions to address any such impediment; and

(k) if applicable, use commercially reasonable efforts to obtain, or assist the Company in obtaining, any and all required regulatory and/or third-party approvals to effectuate the Restructuring on the terms contemplated by this Agreement and the Plan.

Section 4.02 Transfers by Consenting Sponsor. The Consenting Sponsor agrees that, for the duration of the Support Period (subject, solely with respect to clause (iii) hereof, to the last sentence of this Section 4.02), it will not and will not cause or permit any affiliate or entity it controls to (i) Transfer, offer to Transfer, contract to Transfer, abandon, or otherwise dispose of, in whole or in part, directly or indirectly, any portion of any right, title, or interests in any Interests in the Company or any equity security interests in the Consenting Sponsor Affiliates, (ii) permit (to the extent within its control) direct or indirect transfers of Interests in the Company or any

equity security interests in the Consenting Sponsor Affiliates, (iii) claim or cause to be claimed any worthless stock deduction with respect to a direct or indirect equity interest in the Company for any tax year ending on or before the Plan Effective Date, or (iv) take any action that would cause the deconsolidation of any entity within the U.S. federal consolidated tax group that includes any Company entity, in the case of each of (ii), (iii), and (iv) if such action could reasonably be expected to result in an "ownership change" under section 382(g) of the Internal Revenue Code of 1986 (as amended) or otherwise could reasonably be expected to adversely affect the taxes or tax attributes of the Company, including under section 382 of the Internal Revenue Code of 1986 (as amended). Notwithstanding anything to the contrary in this Agreement, the Consenting Sponsor's obligations under Section 4.02(iii) hereof shall survive the Support Period solely in the event of this Agreement's (x) automatic termination upon the Plan Effective Date pursuant to Section 6.01 or (y) termination pursuant to a breach by the Consenting Sponsor described in Sections 6.02(b) or 6.04(a).

5. Agreements of the Company.

Section 5.01 The Company agrees that, during the Support Period, the Company shall:

(a) use commercially reasonable efforts and act in good faith to support, not object to, and take all reasonable actions (to the extent practicable and consistent with the terms of this Agreement) reasonably necessary or reasonably requested by the Requisite Prepetition Secured Parties to facilitate the Solicitation, approval of and entry of orders regarding the Definitive Documents, and confirmation and consummation of the Plan and the Restructuring contemplated herein, in each case, consistent with the terms and conditions, and within the timeframes contemplated by, this Agreement (including the Plan);

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring, negotiate in good faith appropriate additional or alternative provisions to address any such impediment;

(c) to the extent any party commences an Enforcement Action, pursues any Cause of Action, or seeks to terminate any material contract, in each case against any non-debtor subsidiary of any Company Party, to notify promptly Davis Polk and consult with the Requisite Prepetition Secured Parties regarding the foregoing;

(d) if applicable, use commercially reasonable efforts to obtain, or assist the Consenting Parties in obtaining, any and all required regulatory and/or third-party approvals to effectuate the Restructuring on the terms contemplated by this Agreement and the Plan;

(e) subject to professional responsibilities, in connection with the Chapter 11 Cases, timely file with the Bankruptcy Court a written objection to any motion filed with the Bankruptcy Court by any Entity seeking the entry of an order (i) directing the appointment of an examiner with expanded powers or a trustee, (ii) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (iii) dismissing any of the Chapter 11 Cases, (iv) for relief that (y) is inconsistent with this Agreement in any material respect or (z) would reasonably be expected to frustrate the purposes of this Agreement, including by preventing consummation of

the Restructuring, or (v) modifying or terminating the Company's exclusive right to file and/or solicit acceptances of a plan of reorganization;

(f) as reasonably requested by the Requisite Prepetition Secured Parties (which, in each case, may be through the Ad Hoc Group Advisors), cause management and advisors of the Company Parties to inform and/or confer with the Ad Hoc Group Advisors as to: (i) the status and progress of the Restructuring, including progress in relation to the negotiations of the Definitive Documents; (ii) the status of obtaining any necessary or desirable authorizations (including any consents) with respect to the Restructuring from each Consenting Party, any competent judicial body, governmental authority, banking, taxation, supervisory, or regulatory body in connection with the Restructuring; (iii) the material business and financial performance of the Company (including liquidity); and (iv) in each of the foregoing cases (i)–(iii), provide timely and reasonable responses to reasonable diligence requests with respect to the foregoing, subject to any applicable restrictions and limitations set forth in any confidentiality agreements then in effect;

(g) provide draft copies of (x) all motions, orders, and material documents or applications relating to the Restructuring, including the Plan, the Disclosure Statement, any proposed amended version of the Plan or Disclosure Statement, all material First-Day Pleadings, and any other Definitive Document to Davis Polk and (y) all Definitive Documents to Paul, Weiss, in each case that the Company intends to file with the Bankruptcy Court, as soon as reasonably practicable before filing such document, and consult in good faith with Davis Polk and Paul, Weiss, respectively, regarding the form and substance of any such proposed filing with the Bankruptcy Court, but in no event less than two (2) Business Days (or such shorter period as may be necessary in light of exigent circumstances) prior to such filing;

(h) if determined to be necessary, based on the advice of Weil, subject to the reasonable consent of the Requisite Prepetition Secured Parties (which consent shall not be unreasonably withheld, conditioned, or delayed), and subject to professional responsibilities, timely file a formal written reply to any objection filed with the Bankruptcy Court by any person with respect to the Definitive Documents;

(i) promptly (but in any event within three (3) Business Days) notify Davis Polk in writing of the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that would reasonably be expected to prevent the consummation of a material portion of the Restructuring;

(j) pay the Restructuring Expenses as and when due; and

(k) (i) negotiate in good faith upon reasonable request of the Requisite Prepetition Secured Parties and the Consenting Sponsor any modifications to the Restructuring that improve the tax efficiency of the Restructuring, it being understood and agreed that the terms of the Restructuring as finalized by the Company will be structured in a tax-efficient manner, taking into account (a) the tax and non-tax considerations and the associated costs of the Company, the Ad Hoc Group, and the Consenting Sponsor and (b) the fiduciary duties of the Company Parties, their officers, and directors, as well as applicable professional responsibilities with respect thereto and (ii) if this Agreement is terminated prior to the Plan Effective Date, file an emergency motion within two (2) Business Days of such termination seeking approval of procedures with

respect to trading in equity securities, or claiming a worthless stock deduction in respect, of the Company Parties and related relief in form and substance reasonably acceptable to the Requisite Prepetition Secured Parties.

Section 5.02 The Company agrees that, during the Support Period, each of the Company Parties shall not directly or indirectly:

(a) through any Entity (including any administrative agent or collateral agent), (A) seek, solicit, propose, support, assist, participate or engage in negotiations in connection with or participate in the formulation, preparation, filing, or prosecution of any Alternative Restructuring or (B) object to or take any other action that is inconsistent with or that would reasonably be expected to prevent, interfere with, delay, or impede the Solicitation, approval of, and entry of orders regarding the Definitive Documents, or the confirmation and consummation of the Plan and the Restructuring (including by filing any motion, pleading, or other document with the Bankruptcy Court or any other court that is materially inconsistent with this Agreement or the Plan);

(b) seek to amend or modify the Definitive Documents in a manner that is inconsistent with this Agreement or the Plan;

(c) consummate or enter into a definitive agreement evidencing any merger, consolidation, disposition of material assets, acquisition of material assets, or similar transaction, pay any dividend, or incur any indebtedness for borrowed money, in each case outside the ordinary course of business and other than as contemplated by the Plan, this Agreement, and the Restructuring (including incurrence of indebtedness in connection with the DIP Facility and the A/R Facility consistent with this Agreement);

(d) enter into (i) any new key employee incentive plan or key employee retention plan or any new or amended agreement regarding executive compensation, or, in the case of an Insider (as defined in the Bankruptcy Code), any other new or amended compensation arrangement or payment (which, in each case, for the avoidance of doubt, shall exclude any existing broad-based Company benefit plan providing health or welfare benefits) or (ii) any material executory contract or lease, in each case unless in the ordinary course of business and consistent with past practice; *provided* that if the Company provides written notice to Davis Polk (email being sufficient) of its intent to enter into a new agreement regarding executive compensation for any new employee, in the case of an Insider (as defined in the Bankruptcy Code), any other new or amended compensation arrangement or payment, or a material executory contract or lease outside the ordinary course of business and/or inconsistent with past practice at least five (5) Business Days prior to entry into such agreement and Davis Polk on behalf of the Consenting Creditors does not provide the Company with written notice of its opposition to entry into such agreement (with email from Davis Polk on behalf of the Requisite Prepetition Secured Parties being sufficient) prior to entry into such agreement, entry into such agreement shall not constitute a violation of this Section 5.02(d); or

(e) except (i) to the extent reasonably necessary to consummate the Restructuring or (ii) otherwise to achieve tax efficiency (taking into account the tax and non-tax considerations and the associated costs of the Company, the Ad Hoc Group, and the Consenting

Sponsor), take any action or inaction that would cause a change to the tax classification, for United States federal income tax purposes, of any Company Party; *provided* that any change to the tax classification for United States federal income tax purposes of any Company Party pursuant to clause (ii) hereof shall be subject to the written consent of the Requisite Prepetition Secured Parties and the Consenting Sponsor (such consent not to be unreasonably withheld, conditioned, or delayed).

6. Termination of Agreement.

Section 6.01 Generally. This Agreement will automatically terminate upon the Plan Effective Date. This Agreement may be terminated prior to the Plan Effective Date as follows: (i) with respect to all Parties, by the Company at any time after the occurrence of any Company Termination Event (as defined below) other than the occurrence of the Company Termination Event set forth in Section 6.04(a); (ii) solely with respect to the Consenting Sponsor and any of its affiliates that hold Consenting Claims (in their capacities as Consenting Sponsor and Consenting Creditors), by the Company at any time after the occurrence of the Company Termination Event set forth in Section 6.04(a); (iii) with respect to all Parties, by the Requisite Prepetition Secured Parties at any time after the occurrence of any Creditor Termination Event (as defined below) other than the occurrence of the Creditor Termination Event set forth in Section 6.02(b); (iv) solely with respect to the Consenting Sponsor and any of its affiliates that hold Consenting Claims (in their capacities as Consenting Sponsor and Consenting Creditors), by the Requisite Prepetition Secured Parties at any time after the occurrence of the Creditor Termination Event set forth in Section 6.02(b); (v) solely with respect to the Consenting Sponsor and any of its affiliates that hold Consenting Claims (in their capacities as Consenting Sponsor and Consenting Creditors), by the Consenting Sponsor at any time after the occurrence of any Consenting Sponsor Termination Event (as defined below); and (vi) solely with respect to the DIP Backstop Parties, by the Requisite DIP Backstop Parties at any time after the occurrence of any DIP Backstop Party Termination Event (as defined below); in each case, one (1) Business Day following the delivery of written notice to the other Parties, delivered in accordance with Section 21 hereof (for the avoidance of doubt, with respect to the Company, such notice may be delivered by any Company Party on behalf of any or all of the Company Parties). No Party may terminate this Agreement based on a Creditor Termination Event, Company Termination Event, or Consenting Sponsor Termination Event, as applicable, caused by such Party's breach of this Agreement (unless such breach arises as a result of another Party's prior breach of this Agreement).

Section 6.02 A "**Creditor Termination Event**" will mean any of the following:

(a) the breach by the Company of any of the undertakings, representations, commitments, warranties, or covenants of the Company set forth herein in any material respect that, to the extent curable, remains uncured for a period of five (5) Business Days after the receipt by the Company Parties of written notice (email among counsel being sufficient) of such breach from the Requisite Prepetition Secured Parties of such breach;

(b) the breach by the Consenting Sponsor of any of the undertakings, representations, commitments, warranties, or covenants of the Consenting Sponsor set forth herein in any material respect that, to the extent curable, remains uncured for a period of five (5) Business

Days after the receipt by the Consenting Sponsor of written notice (email among counsel being sufficient) of such breach from the Requisite Prepetition Secured Parties of such breach;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment or order enjoining or prohibiting the consummation of or rendering illegal a material portion of the Plan or the Restructuring, and such ruling, judgment or order has not been stayed, reversed or vacated within fifteen (15) days after such issuance;

(d) the failure to meet a Milestone, which has not been waived or extended pursuant to the terms of this Agreement;

(e) the Bankruptcy Court enters an order, or any Company Party files a motion or application (without the prior written consent of the Requisite Prepetition Secured Parties) seeking an order, (i) directing the appointment of an examiner with expanded powers or a trustee in the Chapter 11 Cases, (ii) converting one or more of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (iii) dismissing the Chapter 11 Cases, or (iv) authorizing the rejection of this Agreement, which order, in each case, has not been reversed, stayed, or vacated within five (5) Business Days of the entry of such order;

(f) the Bankruptcy Court grants relief that is inconsistent in any material respect with this Agreement, the Definitive Documents, or the Restructuring, and such inconsistent relief is not stayed, reversed, vacated, or modified to be consistent with this Agreement within seven (7) Business Days after the date of such issuance; except if such relief is granted pursuant to a motion filed by any Initial Consenting Creditor;

(g) the occurrence of an "Event of Default" under the DIP Credit Agreement that has not been waived or timely cured in accordance therewith;

(h) following execution of the Purchase Commitment and Backstop Agreement, the occurrence of any termination event for the benefit of the Commitment Parties under the Purchase Commitment and Backstop Agreement that has not been waived or timely cured in accordance therewith;

(i) the filing by any Company Party of any Definitive Document, motion, or pleading with the Bankruptcy Court that is not consistent in all material respects with this Agreement, and such filing is not withdrawn (or, in the case of a motion that has already been approved by an order of the Bankruptcy Court at the time the Company Parties are provided with such notice, such order is not stayed, reversed, or vacated) within ten (10) Business Days following written notice thereof to the Company Parties by the Requisite Prepetition Secured Parties; *provided* that any such filing shall not trigger a Creditor Termination Event under this clause (g) if the Company provides a draft of such Definitive Document, motion, or pleading to Davis Polk on behalf of the Consenting Creditors at least two (2) Business Days prior to such filing and (i) Davis Polk on behalf of the Consenting Creditors does not provide the Company with written notice of its opposition to such filing (with email from Davis Polk on behalf of the Requisite Prepetition Secured Parties being sufficient) prior to such filing or (ii) if the filing party withdraws such motion, pleading, or document before the earlier of (A) one (1) Business Day after the filing

party receives written notice from the Requisite Prepetition Secured Parties (in accordance with Section 21 hereof) that such motion, pleading, or document is inconsistent with this Agreement or the Plan and (B) entry of an order of the Bankruptcy Court approving such motion, pleading, or document;

(j) the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any assets of the Company Parties having an aggregate fair market value in excess of $5,000,000 or, in the case of any aircraft assets, $10,000,000, in each case without the written consent of the Requisite Prepetition Secured Parties;

(k) the Bankruptcy Court enters an order terminating the Company Parties' exclusive right to file and solicit acceptances of a chapter 11 plan; except if such relief is granted pursuant to a motion filed by any Initial Consenting Creditor;

(l) any of the Company Parties (i) files any motion seeking to avoid, disallow, subordinate, or recharacterize any Prepetition Secured Loans claim, or any lien or interest relating to the Prepetition Secured Loans, or the Prepetition Unsecured Notes, or (ii) supports any application, adversary proceeding, or Cause of Action referred to in the immediately preceding clause (i) filed by a third party, or consents to the standing of any such third party to bring such application, adversary proceeding, or Cause of Action;

(m) (i) the Bankruptcy Court enters the Confirmation Order in a form not acceptable to the Requisite Prepetition Secured Parties or (ii) the Bankruptcy Court enters an order denying, reversing, or vacating confirmation of the Plan, which order, in each case, is not stayed, reversed, vacated, reinstated, or modified, as applicable, within seven (7) Business Days after the date of such issuance;

(n) any Company Party provides a Fiduciary Out Notice (as defined below); and

(o) other than the Chapter 11 Cases, if any Company Party, without the consent of the Requisite Prepetition Secured Parties, (i) voluntarily commences any Restructuring Proceeding with respect to any Company Party or for a substantial part of any Company Party's assets, except as contemplated by this Agreement, (ii) consents to the institution of, or (subject to professional responsibilities) fails to contest in a timely manner, any involuntary proceeding or petition described in the preceding clause (i), or (iii) makes a general assignment or arrangement for the benefit of creditors.

Section 6.03 A "**DIP Backstop Party Termination Event**" will mean the occurrence of any Creditor Termination Event.

Section 6.04 A "**Company Termination Event**" will mean any of the following:

(a) the breach by the Consenting Sponsor of any of the undertakings, representations, warranties, or covenants of the Consenting Sponsor set forth herein in any material respect and the Consenting Sponsor has not cured such breach within five (5) Business Days after the Consenting Sponsor's receipt of written notice from the Company of such breach;

(b) if, as of 11:59 p.m. (prevailing Eastern Time) on October 30, 2023, the Support Effective Date has not occurred;

(c) if, as of 11:59 p.m. (prevailing Eastern Time) on the date that is seven (7) Business Days after entry of the Interim DIP Order and the satisfaction of all applicable conditions precedent for such funding under the DIP Documents (or the waiver of such conditions precedent in accordance with the DIP Documents), the DIP Lenders fail to fund the DIP Loans;

(d) if, as of 11:59 p.m. (prevailing Eastern Time) on the date that is five (5) Business Days after the Petition Date, the Debtors, the DRO Backstop Commitment Parties, the ERO Backstop Commitment Parties, and the Private Placement Commitment Parties have not yet entered into the Purchase Commitment and Backstop Agreement;

(e) if, as of 11:59 p.m. (prevailing Eastern Time) on the date that is two (2) Business Days after the Outside Date, the Plan Effective Date shall not have occurred;

(f) if the Consenting Creditors give notice of termination of this Agreement pursuant to Section 6.01 hereof;

(g) the breach by one or more of the Consenting Creditors of any of the undertakings, representations, warranties, or covenants of such Consenting Creditors set forth herein in any material respect and (i) the breaching Consenting Creditor(s) have not cured such breach within five (5) Business Days after receipt of written notice from the Company of such breach and (ii) the non-breaching Consenting Creditors do not (A)(1) hold of record and/or beneficially own at least 66⅔% of the aggregate outstanding principal amount of Prepetition Secured Loans and (2) comprise more than one-half in number of the Prepetition Secured Parties and (B) hold of record and/or beneficially own at least 66⅔% of the aggregate outstanding principal amount of Prepetition Unsecured Notes;

(h) the board of directors, board of managers, managing member, members, partners, or such similar governing body of any Company Party (including any special committee of such governing body, as applicable) reasonably determines in good faith on the advice of counsel that continued performance under this Agreement would be inconsistent with the exercise of its fiduciary duties under applicable law; provided that such Company Party provides notice of such determination to the Parties (email to counsel being sufficient) within two (2) Business Days after the date of such determination (a "**Fiduciary Out Notice**");

(i) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment or order enjoining or prohibiting the consummation of or rendering illegal a material portion of the Plan or the Restructuring, and such ruling, judgment or order has not been stayed, reversed or vacated within fifteen (15) days after such issuance; *provided* that this termination right shall not apply to or be exercised by any Company Party to the extent that any Company Party sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(j) the Bankruptcy Court enters an order, or any Initial Consenting Creditor files a motion or application seeking an order (without the prior written consent of the Company Parties), (i) directing the appointment of an examiner with expanded powers or a trustee in the

Chapter 11 Cases, (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (iii) dismissing the Chapter 11 Cases, or (iv) authorizing the rejection of this Agreement, which order, in each case, has not been reversed, stayed, or vacated within five (5) Business Days of the entry of such order.

Section 6.05 A "**Consenting Sponsor Termination Event**" will mean any of the following:

(a) the breach by any of the other Parties, of any of the undertakings, representations, commitments, warranties, or covenants of such Party set forth herein in any material respect that adversely affects the rights, obligations, or interests of the Consenting Sponsor (in its capacity as such) and (i) that, to the extent curable, remains uncured for a period of five (5) Business Days after the receipt by such Party of written notice of such breach from the Consenting Sponsor of such breach and (ii), in the case of a breach by any Consenting Creditor, the non-breaching Consenting Creditors do not (A)(1) hold of record and/or beneficially own at least 66⅔% of the aggregate outstanding principal amount of Prepetition Secured Loans and (2) comprise more than one-half in number of the Prepetition Secured Parties and (B) hold of record and/or beneficially own at least 66⅔% of the aggregate outstanding principal amount of Prepetition Unsecured Notes;

(b) the Bankruptcy Court enters an order, or any Company Party files a motion or application (without the prior written consent of the Consenting Sponsor) seeking an order, (i) directing the appointment of an examiner with expanded powers or a trustee in the Chapter 11 Cases, (ii) converting one or more of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (iii) authorizing the rejection of this Agreement, or (iv) dismissing the Chapter 11 Cases, which order, in each case, has not been reversed, stayed, or vacated within five (5) Business Days of the entry of such order;

(c) the Bankruptcy Court grants relief that is inconsistent in any material respect with this Agreement, the Definitive Documents, or the Restructuring, to the extent such inconsistent relief has a material and adverse effect on the rights, obligations, or interests of the Consenting Sponsor set forth herein, and such inconsistent relief is not stayed, reversed, vacated, or modified to be consistent with this Agreement within seven (7) Business Days after the date of such issuance; except if such relief is granted pursuant to a motion filed by the Consenting Sponsor;

(d) the filing by any Company Party of any Definitive Document, motion, or pleading with the Bankruptcy Court that is not consistent with the rights, obligations, or treatment of the Consenting Sponsor under this Agreement, and such filing is not withdrawn (or, in the case of a motion that has already been approved by an order of the Bankruptcy Court at the time the Company Parties are provided with such notice, such order is not stayed, reversed, or vacated) within ten (10) Business Days following written notice thereof to the Company Parties by the Consenting Sponsor; *provided* that any such filing shall not trigger a Consenting Sponsor Termination Event under this clause (d) if the Company provides a draft of such Definitive Document, motion, or pleading to Paul, Weiss on behalf of the Consenting Sponsor at least two (2) Business Days prior to such filing and (i) Paul, Weiss on behalf of the Consenting Sponsor does not provide the Company with written notice of its opposition to such filing (with email from Paul, Weiss on behalf of the Consenting Sponsor being sufficient) prior to such filing or (ii) if the

filing party withdraws such motion, pleading, or document before the earlier of (A) one (1) Business Day after the filing party receives written notice from the Consenting Sponsor (in accordance with Section 21 hereof) that such motion, pleading, or document is inconsistent with this Agreement or the Plan and (B) entry of an order of the Bankruptcy Court approving such motion, pleading, or document;

(e) (i) the Bankruptcy Court enters the Confirmation Order in a form not consistent with the rights, obligations, or treatment of the Consenting Sponsor under this Agreement, or (ii) the Bankruptcy Court enters an order denying, reversing, or vacating confirmation of the Plan, which order, in each case, is not stayed, reversed, vacated, reinstated, or modified, as applicable, within seven (7) Business Days after the date of such issuance;

(f) any Company Party provides a Fiduciary Out Notice;

(g) other than the Chapter 11 Cases, if any Company Party, without the consent of the Consenting Sponsor, (i) voluntarily commences any Restructuring Proceeding with respect to any Company Party or for a substantial part of any Company Party's assets, except as contemplated by this Agreement, (ii) consents to the institution of, or (subject to professional responsibilities) fails to contest in a timely manner, any involuntary proceeding or petition described in the preceding clause (i), or (iii) makes a general assignment or arrangement for the benefit of creditors, in each case, for the preceding clauses (i) through (iii), that materially and adversely affects the rights, obligations, or treatment of the Consenting Sponsor under this Agreement; or

(h) if the Consenting Creditors give notice of termination of this Agreement pursuant to Section 6.01 hereof.

Section 6.06 Mutual Termination. This Agreement may be terminated by mutual written agreement of the Company, the Requisite Prepetition Secured Parties, and the Consenting Sponsor. The Company will deliver written notice of any such termination to all Parties in accordance with Section 21 hereof.

Section 6.07 Effect of Termination. Upon any termination of this Agreement that is not limited in its effectiveness to an individual Party or Parties in accordance this Section 6.07, except as provided in Section 14 hereof, this Agreement shall forthwith become void and of no further force or effect and each Party will, except as otherwise provided in this Agreement, be immediately released from its liabilities, obligations, commitments, undertakings and agreements under or related to this Agreement, shall have no further rights, benefits or privileges hereunder, and will have all the rights and remedies that it would have had it not entered into this Agreement, and no such rights or remedies shall be deemed waived pursuant to a claim of laches, estoppel, or similar doctrine to the extent such claim of laches, estoppel, or similar doctrine is a result of the Parties' entry into and compliance with this Agreement, and will be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement, including, without limitation, all rights and remedies available to it under applicable law, the Prepetition Credit Documents, and any ancillary documents or agreements; *provided* that in no event will any such termination relieve a Party from (i) liability for its breach or non-performance of its obligations hereunder before the date of such termination

and (ii) obligations under this Agreement that expressly survive any such termination pursuant to Section 14 hereunder.

Upon a termination of this Agreement limited in its effectiveness to an individual Party or Parties (the applicable terminating party or parties, the "**Terminated Party**"), except as provided in Section 14 hereof, this Agreement will forthwith become void and of no further force or effect with respect to the Terminated Party, who will, except as otherwise provided in this Agreement, be immediately released from its liabilities, obligations, commitments, undertakings and agreements under or related to this Agreement, shall have no further rights, benefits or privileges hereunder, and will have all the rights and remedies that it would have had had it not entered into this Agreement, and no such rights or remedies shall be deemed waived pursuant to a claim of laches, estoppel, or similar doctrine to the extent such claim of laches, estoppel, or similar doctrine is a result of the Parties' entry into and compliance with this Agreement, and will be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement, including, without limitation, all rights and remedies available to it under applicable law, the Prepetition Credit Documents, and any ancillary documents or agreements; *provided* that (a) in no event will any such termination relieve a Party from (i) liability for its breach or non-performance of its obligations hereunder before the date of such termination, and (ii) obligations under this Agreement that expressly survive any such termination pursuant to Section 14 hereof, and (b) this Agreement shall remain in full force and effect with respect to all Parties other than the Terminated Party.

Nothing in this Agreement shall be construed as prohibiting a Company Party, any of the Consenting Creditors, or the Consenting Sponsor from contesting whether any purported termination of this Agreement is in accordance with its terms.

Section 6.08 No Waiver and Inadmissibility. If the Restructuring is not consummated or if this Agreement is terminated for any reason, except as set forth in Section 6.09 hereof, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights and the Parties expressly reserve any and all of their respective rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce, or with regards to breach of, its terms.

Section 6.09 Automatic Stay. The Company acknowledges and expressly stipulates that, after the commencement of the Chapter 11 Cases, the giving of notice of default or termination and exercise of termination rights under this Agreement by any other Party pursuant to this Agreement shall not be a violation of the automatic stay under section 362 of the Bankruptcy Code, and the Company hereby waives, to the fullest extent permitted by law, the applicability of the automatic stay solely as it relates to any such notice being provided or exercise of such termination; *provided* that nothing herein shall prejudice any Party's rights to argue that the giving of notice of default or termination was not proper under the terms of this Agreement.

7. Good Faith Cooperation.

Section 7.01 Each Party hereby covenants and agrees to cooperate with each other in good faith in connection with, and shall exercise commercially reasonable efforts with respect to, its respective obligations under this Agreement.

8. Representations and Warranties.

Section 8.01 Each Party, severally (and not jointly), represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof (or such later date that such Party first becomes bound by this Agreement) and solely with respect to the Company, subject to any limitations or approvals arising from or required by the commencement of the Chapter 11 Cases:

(a) such Party is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and has all requisite corporate, partnership, limited liability company or similar authority to enter into this Agreement and carry out the transactions contemplated hereby and perform its obligations contemplated hereunder, and the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, limited liability company, partnership or other similar action on its part;

(b) the execution, delivery and performance by such Party of this Agreement does not and will not (i) violate any material provision of law, rule, or regulation applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries, or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party except, in the case of the Company, for the filing of the Chapter 11 Cases;

(c) the execution, delivery and performance by such Party of this Agreement does not and will not require any material registration or filing with, consent or approval of, or notice to, or other action, with or by, any federal, state or governmental authority or regulatory body, except as (i) expressly provided in this Agreement, the Plan, and the Bankruptcy Code, or (ii) in the case of the Company, as may be necessary in connection with the Chapter 11 Cases and/or required by the U.S. Securities and Exchange Commission or other securities regulatory authorities under applicable securities laws; and

(d) this Agreement is the legally valid and binding obligation of such Party, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of a court.

Section 8.02 Each Consenting Creditor severally (and not jointly), represents and warrants to the other Parties that as of the date hereof (or such later date that such Party first becomes bound by this Agreement), such Consenting Creditor:

(a) (i) is the beneficial and record owner of the Prepetition Secured Loans and/or Prepetition Unsecured Notes set forth below its name on its signature page hereto (or, to

the extent applicable, on the signature page of a Joinder Agreement), in each case, taking into account the settlement of any pending (on the date hereof) assignment or trades of Prepetition Secured Loans or Prepetition Unsecured Notes (or such later date that such Party first becomes bound by this Agreement); *provided*, that such Consenting Creditor shall, on the respective date of representation, provide evidence of such pending assignment or trade, which may be an email between the Consenting Creditor's counsel and Weil (a) stating that "[transferor/transferee] confirms the [transfer/purchase] of the following position [to/from] [transferee/transferor]: [Description] [Amount], and (b) attaching the applicable trade confirmation (an "**Evidence of Trade**")) and/or (ii) has, with respect to the beneficial owners of such Prepetition Secured Loans and/or Prepetition Unsecured Notes (A) sole investment or voting discretion with respect to such Prepetition Secured Loans and/or Prepetition Unsecured Notes, (B) full power and authority to vote on and consent to matters concerning such Prepetition Secured Loans and/or Prepetition Unsecured Notes, and (C) full power and authority to bind or act on the behalf of such beneficial owners; and

(b) except as set forth in this Section 8.02(b), is not the beneficial record owner of any other Prepetition Secured Loans and/or Prepetition Unsecured Notes other than as set forth below its name on the signature page to this Agreement or a Joinder Agreement, as applicable, in each case, taking into account the settlement of any pending (on the date hereof) assignment or trades of Prepetition Secured Loans or Prepetition Unsecured Notes (or such later date that such Party first becomes bound by this Agreement), subject to the requirement above to provide an Evidence of Trade).

Section 8.03 Each Consenting Creditor acknowledges, agrees and represents and warrants to the other Parties that it (i) is either (A) a "qualified institutional buyer" as such term is defined in Rule 144A of the Securities 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 Securities Act, (ii) understands that if it acquires any securities, as defined in the Securities Act, pursuant to the Restructuring, such securities (x) have not been registered under the Securities Act and that such securities are, to the extent not acquired pursuant to section 1145 of the Bankruptcy Code, being offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon such Consenting Creditor's representations contained in this Agreement, (y) will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act, and (z) cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available, and (iii) has such knowledge and experience in financial and business matters that such Consenting Creditor is capable of evaluating the merits and risks of the securities to be acquired by it (if any) pursuant to the Restructuring and understands and is able to bear any economic risks with such investment.

Section 8.04 The Consenting Sponsor represents and warrants to the other Parties that it holds approximately 94.7% of the outstanding common stock Interests in Holdings (on a fully diluted basis) free and clear of any restrictions on transfer, liens or options, warrants, purchase rights, contracts, commitments, claims and demands, except for restrictions or transfers under applicable securities laws and its governing documents.

9. Disclosure; Publicity.

The Company shall use commercially reasonable efforts to submit drafts to Davis Polk and Paul, Weiss of any public disclosure of the existence or terms of the Restructuring, this Agreement, or any amendment to the terms of the Restructuring or this Agreement as soon as reasonably practicable before making any such public disclosure, and shall consult in good faith with Davis Polk and Paul, Weiss regarding the form and substance of any such proposed public disclosure, but in no event less than two (2) business days (or such shorter period as may be necessary in light of exigent circumstances) prior to such public disclosure. Except as required by law or otherwise permitted under the terms of any other agreement between the Company and any Consenting Party, no Party or its advisors shall disclose to any Entity (including, for the avoidance of doubt, any other Party), other than advisors to the Company, the Ad Hoc Group Advisors, and Paul, Weiss the principal amount or percentage of any Prepetition Secured Loans or Prepetition Unsecured Notes, the DIP Backstop Commitment, the DIP Commitment, or any other Claims held by any Consenting Party, in each case, without such Consenting Party's prior written consent; *provided* that (i) if such disclosure is required by law, subpoena, or other legal process or regulation, or requested by a governmental regulatory or self-regulatory body (solely to the extent that such request is not targeted at the Company) the disclosing Party shall afford the relevant Consenting Party a reasonable opportunity to review in advance of such disclosure and shall take commercially reasonable measures to limit such disclosure (the expense of which shall be borne by the relevant Consenting Party) and (ii) the foregoing will not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Prepetition Secured Loans or Prepetition Unsecured Notes held by all the Consenting Parties collectively, on a facility by facility basis. Notwithstanding the provisions in this Section 99, any Party may disclose, if consented to in writing by a Consenting Party, such Consenting Party's individual holdings.

10. Amendments and Waivers.

Except as otherwise expressly set forth herein, this Agreement, including any exhibits or schedules hereto, may not be waived, modified, amended, or supplemented except in a writing signed by each of the Company and the Requisite Prepetition Secured Parties (in each case, with consent to any such action not to be unreasonably withheld, conditioned, or delayed); *provided* that: (i) any waiver, modification, amendment, or supplement to this Section 10 shall require the prior written consent of each Party; (ii) any waiver, modification, amendment, or supplement to the definition of Requisite Prepetition Secured Parties shall additionally require the prior written consent of each Consenting Prepetition Secured Party; (iii) any waiver, modification, amendment, or supplement to the definition of Requisite Prepetition Unsecured Noteholders shall additionally require the prior written consent of each Consenting Prepetition Unsecured Noteholder; (iv) any waiver, modification, amendment, or supplement to the terms of this Agreement that has a material, disproportionate, and adverse effect on the rights of the holders of the Prepetition Unsecured Notes shall additionally require the prior written consent of the Requisite Prepetition Unsecured Noteholders; (v) any waiver, modification, amendment, or supplement to the terms of this Agreement that has a material, disproportionate, and adverse effect on the rights of the DRO Backstop Commitment Parties shall additionally require the prior written consent of the Requisite DRO Backstop Parties; (vi) any waiver, modification, amendment, or supplement to the terms of this Agreement that has a material, disproportionate, and adverse effect on the rights of the ERO Backstop Commitment Parties shall additionally require the prior written consent of the Requisite

ERO Backstop Parties; (vii) any waiver, modification, amendment, or supplement to the terms of this Agreement that has a material, disproportionate, and adverse effect on the rights of the Private Placement Commitment Parties shall additionally require the prior written consent of the Requisite Private Placement Commitment Parties; (viii) any waiver, modification, amendment, or supplement to the terms of this Agreement related to the DIP Facility shall additionally require the prior written consent of the Requisite DIP Lenders; and (ix) any waiver, modification, amendment, or supplement to the terms in this Agreement that (a) has a material and adverse effect on the rights, obligations, or interests of the Consenting Sponsor or the treatment of the Interests in Holdings or (b) provides for the unequal treatment on account of the Consenting Claims held by the Consenting Sponsor or any of its affiliates shall additionally require the prior written consent of the Consenting Sponsor. Any waiver, modification, amendment, or supplement to any Definitive Document that is in effect in accordance with the terms thereof shall be governed as set forth in such Definitive Document. Any consent required to be provided pursuant to this Section 10 may be delivered by e-mail from applicable counsel.

11. Effectiveness.

This Agreement will become effective and binding on the Company, the Consenting Creditors, any Consenting Creditor that has entered into a Joinder Agreement prior to the Support Effective Date, and the Consenting Sponsor, in all cases, upon the time and date on which all of the following conditions have been satisfied in accordance with this Agreement:

(a) the occurrence of the Support Effective Date; and

(b) the Company Parties shall have paid all Restructuring Expenses that are due and payable as of the Support Effective Date; *provided* that the Company Parties shall have received an invoice for such Restructuring Expenses at least three (3) Business Day prior to the Support Effective Date (and delivery of any such invoice shall be deemed permitted notwithstanding any limitation on timing for delivery of invoices set forth in any fee or engagement letter between any Ad Hoc Group Advisor and any Company Party).

This Agreement will become effective and binding on any Consenting Creditor that enters into a Joinder Agreement on or following the Support Effective Date, upon delivery of such validly completed Joinder Agreement and of a signed acknowledgement from the Company to the other Parties; *provided* that signature pages executed by Consenting Parties will be delivered to the Company and Davis Polk in an unredacted form (to be held by Weil and Davis Polk, on a professionals' eyes only basis); *provided*, *further*, that the Company may disclose publicly the aggregate principal amounts of the Prepetition Secured Loans and Prepetition Unsecured Notes set forth on the signature pages hereto on a facility by facility basis.

12. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

Section 12.01 This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the law of the State of New York without giving effect to the conflict of laws principles thereof.

Section 12.02 Each of the Parties irrevocably agrees that any legal action, suit, or proceeding arising out of or relating to this Agreement brought by any Party shall be brought and

determined in the federal or state courts in the Borough of Manhattan in the City of New York ("**NY Courts**"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Agreement or the Restructuring. Each of the Parties agrees not to commence any proceeding relating to this Agreement or the Restructuring except in the NY Courts, other than proceedings in any court of competent jurisdiction to enforce any judgment, decree, or award rendered by any NY Court. Each of the Parties further agrees that notice as provided in Section 21 shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any proceeding arising out of or relating to this Agreement or the Restructuring, (i) any claim that it is not personally subject to the jurisdiction of the NY Courts for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise) and (iii) that (A) the proceeding in any such court is brought in an inconvenient forum, (B) the venue of such proceeding is improper, or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Notwithstanding the foregoing, during the pendency of the Chapter 11 Cases, all proceedings contemplated by this Section 12.02 shall be brought in the Bankruptcy Court.

Section 12.03 EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13. Remedies; Specific Performance.

It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party. Each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (including reasonable attorneys' fees and costs), including an order of the Bankruptcy Court requiring any Party to comply promptly with any of its obligations hereunder, as a remedy of any such breach, without the necessity of proving the inadequacy of money damages as a remedy. Each Party also agrees that it will not seek, and will waive any requirement for, the securing or posting of a bond in connection with any Party seeking or obtaining such relief.

14. Survival.

Notwithstanding the termination of this Agreement pursuant to Section 6.01 hereof, Sections 6.07, 13, 14. 15, 16, 17, 19, 20, 21, 21, 22, 23, and 24 hereof, and the provisos contained in Sections 3.01(a), 3.01(b), 4.01(a), and 4.01(b) hereof (and, to the extent applicable to the interpretation of such surviving sections, Section 1 hereof) will survive such termination and will continue in full force and effect for the benefit of the Parties in accordance with the terms hereof. For the avoidance of doubt, any liability of a Party for failure to comply with the terms of this Agreement shall survive such termination.

15. Headings.

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and will not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

16. Successors and Assigns; Severability; Several Obligations.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns. If any provision of this Agreement, or the application of any such provision to any Entity or circumstance, will be held invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination of invalidity, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible. The agreements, representations and obligations of the Parties are, in all respects, ratable and several and neither joint nor joint and several.

17. Capacities of Consenting Creditors.

Subject to the limitations set forth in footnote 2 of this Agreement, each Consenting Creditor (other than the Initial Consenting Creditors) has entered into this Agreement on account of all Claims and Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Claims and Interests.

18. No Third-Party Beneficiaries.

Unless expressly stated herein, this Agreement will be solely for the benefit of the Parties and no other Entity is or is intended to be a third-party beneficiary hereof.

19. Prior Negotiations; Entire Agreement.

This Agreement, including the exhibits and schedules hereto, constitutes the entire agreement of the Parties, and supersedes all other prior negotiations with respect to the subject matter hereof, except that the Parties acknowledge that any confidentiality agreements heretofore executed between the Company and any Consenting Party (or any advisor thereto) will continue in full force and effect in accordance with the terms thereof.

20. Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered in portable document format (PDF) by electronic mail, which will be deemed to be an original for the purposes of this paragraph.

21. Notices.

All notices hereunder will be deemed given if in writing and delivered by electronic mail, courier or by registered or certified mail (return receipt requested) to the following addresses and electronic mail addresses:

(1) If to the Company, to:

Air Methods Corporation
5500 South Quebec Street, Suite 300
Greenwood Village, CO 80111

Attention: JaeLynn Williams, Chief Executive Officer
(jaelynn.williams@airmethods.com)
Christopher Brady, SVP, General Counsel and Secretary
(christopher.brady@airmethods.com)
Jason Kahn, Interim CFO
(jason.kahn@airmethods.com)

with a copy (which will not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153

Attention: Ray Schrock, Esq. (Ray.Schrock@weil.com)
Kelly DiBlasi, Esq. (Kelly.DiBlasi@weil.com)
Kevin Bostel, Esq. (Kevin.Bostel@weil.com)

Alexander P. Cohen, Esq. (Alexander.Cohen@weil.com)

(2) If to the Consenting Creditors, to the addresses or electronic mail addresses set forth below the Consenting Creditor's signature, with a copy (which will not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017

Attention: Damian S. Schaible, Esq. (Damian.Schaible@davispolk.com)
Adam Shpeen, Esq. (Adam.Shpeen@davispolk.com)
Stephen D. Piraino, Esq. (Stephen.Piraino@davispolk.com)
David Kratzer, Esq. (David.Kratzer@davispolk.com)

(3) If to the Consenting Sponsor, to the addresses or electronic mail addresses set forth below the Consenting Sponsor's signature, with a copy (which will not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

Attention: Paul Basta, Esq. (pbasta@paulweiss.com)
Jacob Adlerstein, Esq. (jadlerstein@paulweiss.com)
Kyle R. Satterfield, Esq. (ksatterfield@paulweiss.com)

Any notice given by delivery, mail, or courier will be effective when received. Any notice given by electronic mail will be effective upon confirmation of transmission.

22. Reservation of Rights; No Admission.

Section 22.01 Except as expressly provided in this Agreement or the Plan, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of any Party to protect and preserve its rights, remedies and interests, including, without limitation, any claims against any of the other Parties.

Section 22.02 Without limiting Sections 14 or 22.01 hereof, if this Agreement is terminated in accordance with its terms for any reason (other than consummation of the Restructuring), with respect to those Parties as to whom the Agreement is terminated, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights, remedies, claims, and defenses and the Parties expressly reserve any and all of their respective rights,

remedies, claims, and defenses. This Agreement, the Plan, and any related document shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses that it has asserted or could assert.

Section 22.03 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party (including any special committee of such governing body, as applicable), upon advice of counsel, to take any action or to refrain from taking any action with respect to the Restructuring to the extent taking or failing to take any such action would be inconsistent with applicable law or its fiduciary obligations under applicable law, and any such action or inaction pursuant to this Section 22.03 shall not be deemed to constitute a breach of this Agreement.

23. Relationship among Parties.

Notwithstanding anything herein to the contrary: (a) the duties and obligations of the Parties under this Agreement shall be several, not joint and several; (b) no Party shall have any responsibility by virtue of this Agreement for any trading by any other entity; (c) no prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this Agreement; and (d) none of the Consenting Parties shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities in any kind or form to each other, the Company Parties or any of the Company Parties' other creditors or stakeholders, including as a result of this Agreement or the transactions contemplated herein or in any exhibit hereto.

24. No Solicitation; Representation by Counsel; Adequate Information.

Section 24.01 This Agreement is not and shall not be deemed to be a solicitation for votes in favor of the Plan in the Chapter 11 Cases. The acceptances of the Consenting Parties with respect to the Plan will not be solicited until such Consenting Parties have received the Disclosure Statement and, as applicable, related ballots and Solicitation Materials.

Section 24.02 Each Party acknowledges that it has had an opportunity to receive information from the Company and that it has been—or is part of the Ad Hoc Group that has been—represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

[*Remainder of Page Intentionally Left Blank*]

Exhibit A

Plan

INTENTIONALLY OMITTED

Exhibit B

Exit Term Loan Facility Term Sheet

PROJECT ALTITUDE

EXIT TERM LOAN FACILITY

SUMMARY OF TERMS AND CONDITIONS

*This summary of principal terms and conditions (this "**Exit Term Loan Facility Term Sheet**") outlines the material terms of the senior secured first lien exit term loan facility to be provided to a reorganized Air Methods Corporation, as borrower. The final documentation for the financing described herein, if any, will constitute the sole agreement among the parties with respect to the matters addressed herein.*

*This Exit Term Loan Facility Term Sheet does not attempt to describe all of the terms, conditions, and requirements that would pertain to the financing described herein, which shall be set forth in the final Exit Term Loan Facility Documentation (as defined below), but rather is intended to be a summary outline of the material terms of such financing. Capitalized terms used herein but not defined have the respective meanings ascribed to such terms in the Restructuring Support Agreement (the "**Restructuring Support Agreement**") to which this Exit Term Loan Facility Term Sheet is attached or in the Plan (as defined in the Restructuring Support Agreement).*

PARTIES

Borrower:	Air Methods Corporation, a Delaware limited liability company, as a reorganized debtor (the "**Borrower**").
Guarantors:	The obligations of the Borrower under the Exit Term Loan Facility (as defined below) and, if mutually agreed, at the option of the Borrower, the obligations of the Borrower and its Restricted Subsidiaries (as defined below) under any currency, interest rate protection, commodity or other hedging agreement (but excluding any Excluded Swap Obligation (to be defined in a manner consistent with the Documentation Principles (as defined below))) (a "**Secured Hedging Agreement**") and any cash management arrangement (a "**Secured Cash Management Arrangement**"), in each case entered into with an Exit Term Lender (as defined below), the Exit Term Agent (as defined below), and any person that is an affiliate of an Exit Term Lender or the Exit Term Agent at the time the relevant transaction is entered into (collectively, the "**Obligations**") will be unconditionally guaranteed (the "**Guaranties**"), jointly and severally, by (a) ASP AMC Holdings, Inc., a Delaware corporation, or a newly formed holding company that will directly or indirectly hold 100% of the equity interests of the Borrower ("**Holdings**"), (b) each other direct or indirect parent of the Borrower, (c) each Restricted Subsidiary of the Borrower (the persons described in this clause (ii), the "**Subsidiary Guarantors**"), (c) each Discretionary Guarantor (to be defined in a manner consistent with the Documentation Principles) and (d) in the case of Secured Hedging Agreements and Secured Cash Management Arrangements of any Restricted Subsidiary, the Borrower (the persons described in the immediately foregoing clauses (a), (b), (c) and (d), collectively, the "**Guarantors**" and the Guarantors, together with the Borrower,

	collectively, the "**Credit Parties**"); provided that Excluded Subsidiaries (to be defined in a manner consistent with the Documentation Principles) will not be required to become Guarantors. For purposes of the Exit Term Loan Facility Documentation, "**Restricted Subsidiary**" means any existing or future direct or indirect subsidiary of Holdings (other than any Unrestricted Subsidiary (as defined below)).
Unrestricted Subsidiaries:	The Exit Term Loan Facility Documentation will contain provisions pursuant to which the Borrower will be permitted to designate (or re-designate) any existing or subsequently acquired or organized Restricted Subsidiary as an "unrestricted subsidiary" (each, an "**Unrestricted Subsidiary**") and designate (or re-designate) any such Unrestricted Subsidiary as a Restricted Subsidiary, in each case, subject to terms and conditions to be mutually agreed.
Exit Term Lenders:	Initially, (i) each DRO Backstop Commitment Party, (ii) each holder of Allowed Prepetition Secured Loan Claims that exercises its DRO Subscription Right to purchase its Pro Rata share of DRO Term Loans and (iii) each holder of DIP-to-Exit Term Loans (as defined below) (collectively, together with their permitted assignees, the "**Exit Term Lenders**").
DRO Backstop Commitment Parties:	Each DRO Backstop Commitment Party has agreed to backstop (or cause any of its Fund Affiliates to backstop) the DRO Term Loans on the terms and conditions set forth in the Purchase Commitment and Backstop Agreement.
Exit Term Agent:	Wilmington Savings Fund Society, FSB, or another institution to be mutually agreed by the Required Lenders (to be mutually defined) and the Borrower, will act as administrative agent and collateral agent (in such capacities, the "**Exit Term Agent**").

DESCRIPTION OF EXIT TERM LOAN FACILITY

Exit Term Loan Facility:	A 5-year senior secured first lien term loan facility in an aggregate principal amount of $250,000,000 (the "**Exit Term Loan Facility**" and the loans thereunder, the "**Exit Term Loans**"), consisting of: (i) DRO Term Loans in an aggregate principal amount equal to $175,000,000 *plus* the DRO Liquidity Shortfall (as defined in the Purchase Commitment and Backstop Agreement), and (ii) Exit Term Loans converted, on a dollar-for-dollar basis, from DIP Rolled-Up Loans upon the Plan Effective Date in an aggregate outstanding principal amount equal to $75,000,000 (the Exit Term Loans described in this clause (ii), the "**DIP-to-Exit Term Loans**"); provided, that

the DIP Rolled-Up Loans will be reduced dollar-for-dollar by the DRO Liquidity Shortfall.

For the avoidance of doubt, the DRO Term Loans will be fungible with the DIP-to-Exit Term Loans and constitute a single class of term loans.

Amortization:	Annual amortization (payable in equal quarterly installments beginning on the last day of the first full fiscal quarter ending after the Closing Date (as defined below)) shall be required in an aggregate annual amount equal to 1.00% *per annum* of the original principal amount of the Exit Term Loans, with the balance payable on the Maturity Date.
Incremental Facilities:	To be mutually agreed (if any).
Maturity:	The Exit Term Loan Facility will mature on the date that is five years following the Closing Date (the "**Maturity Date**").
Use of Proceeds:	The proceeds of the DRO Term Loans will be used to make payments and distributions under the Plan and for general corporate purposes not otherwise prohibited by the Exit Term Loan Facility Documentation. The proceeds of the DIP-to-Exit Term Loans will be used (or deemed used) to refinance and discharge the DIP Rolled-Up Loans Claims. Once repaid, Exit Term Loans may not be reborrowed.

CERTAIN PAYMENT PROVISIONS

Interest Rates:	The Exit Term Loans comprising each borrowing shall bear interest at a rate equal to, as elected by the Borrower in its sole discretion, (i) Term SOFR (to be defined in a manner (including with respect to any credit spread adjustment) to be mutually agreed and which shall not be less than 4.00% *per annum*) *plus* 9.0% *per annum*, payable in cash at the end of each interest period or (ii) Base Rate (to be defined in a manner consistent with the Documentation Principles and which shall not be less than 3.00% *per annum*) *plus* 8.0% *per annum*, payable in cash on a quarterly basis.
Default Interest:	At any time when a payment event of default (with respect to any principal, interest or fees) or bankruptcy event of default exists, at the election of the Required Lenders, the relevant overdue amounts will bear interest, to the fullest extent permitted by law, (i) in the case of overdue principal or interest, at 2.00% *per annum* above the rate then borne (in the case of principal) by such borrowings or (in the case of interest) by the borrowings to which such overdue amount relates or (ii) in the case of fees, 2.00% *per annum* in excess

of the rate otherwise applicable to Exit Term Loans maintained as Base Rate loans from time to time.

DRO Facility Premiums:

(i) As consideration for the funding of DRO Term Loans, each Exit Term Lender shall receive its ratable share (calculated on the basis of (A) the principal amount of DRO Term Loans funded by such Exit Term Lender on the Closing Date divided by (B) the aggregate principal amount of DRO Term Loans funded on the Closing Date) of the DRO Equity Interests.

(ii) As consideration for committing to backstop the DRO, each DRO Backstop Commitment Party shall receive its Pro Rata share (based on the proportion that a DRO Backstop Commitment Party's DRO Backstop Commitment bears to the aggregate DRO Backstop Commitments) of the DRO Backstop Commitment Premium.

Exit Term Agent Fees: To be set forth in a separate fee letter agreement between the Exit Term Agent and the Borrower.

Optional Prepayments: The Borrower may, upon notice requirements to be mutually agreed consistent with the Documentation Principles, prepay the Exit Term Loans, in whole or in part, in minimum amounts to be agreed, without premium or penalty (other than customary breakage costs and the prepayment premium set forth under the heading "Call Protection" below).

Call Protection: To be mutually agreed (if any).

Mandatory Prepayments: The Borrower shall cause an amount no less than each amount calculated pursuant to the terms below to be offered to prepay the Exit Term Loans, in each case, with carve-outs and exceptions consistent with the Documentation Principles (as defined below):

(i) 100% of the net cash proceeds of any incurrence by Holdings, the Borrower and/or any of their Restricted Subsidiaries of indebtedness (other than debt otherwise permitted under the Exit Term Loan Facility Documentation (other than certain permitted refinancing debt));

(ii) 100% of the net cash proceeds in excess of an amount to be mutually agreed in any single transaction or series of related transactions in respect of any Disposition (to be defined in a manner consistent with Documentation Principles) of assets of Holdings, the Borrower and their Restricted Subsidiaries or from any Casualty Event (to be defined in a manner consistent with the Documentation Principles) (other than certain Dispositions to be mutually agreed);

(iii) 75% of Excess Cash Flow (to be defined in a manner consistent with the Documentation Principles) of the Holdings, the Borrower and their Restricted Subsidiaries for each fiscal year of the Borrower (commencing with the fiscal year ending December 31, 2024); provided, that:

(a) any such Excess Cash Flow prepayment will be required only if (and only to the extent that) the amount of the prepayment, after giving effect to any reductions and other credits to be set forth in the Exit Term Loan Facility Documentation in a manner consistent with the Documentation Principles, exceeds an amount per fiscal year to be agreed;

(b) if the effectiveness of the rule adopted by the Department of Veteran Affairs as 38 CFR part 70 (the "**VA Rate Reset Rule**") is delayed past February 16, 2024, the foregoing percentage will be increased to 100% until the earlier to occur of (1) the VA Rate Reset Rule (or any similar rule) becoming effective and (2) the Borrower and/or its Restricted Subsidiaries entering into an agreement with the Department of Veteran Affairs that establishes a payment methodology for the services provided by the Borrower and its Restricted Subsidiaries; and

(c) no Excess Cash Flow prepayment shall be required if, after giving effect thereto, Liquidity (as defined below) is less than $175,000,000;

with respect to clauses (ii) and (iii) above, in each case, subject to the right of the Borrower and its Restricted Subsidiaries to reinvest (or commit to reinvest) in assets on terms and conditions consistent with the Documentation Principles.

Additionally, the Exit Term Loan Facility Documentation will include the right of individual Exit Term Lenders to decline mandatory prepayments with proceeds referred to in clauses (i) through (iv) above (but in the case of clause (i) above, solely to the extent not representing a refinancing of the Exit Term Loans), in which case, such proceeds shall be available to the Borrower and its restricted subsidiaries for any usages not prohibited by the Exit Term Loan Facility Documentation.

COLLATERAL

Collateral: The Obligations will be secured by a valid and perfected security interest in, with the priority described below under the heading "Ranking", and lien on substantially all tangible and intangible, real

and personal property of the Credit Parties (collectively, the "**Collateral**"); it being expressly understood and agreed that the Collateral will not include exclusions to be mutually agreed.

Ranking: The Obligations will be secured on a first-priority basis with respect to Collateral (with exceptions (if any) for priority liens on assets securing ABL and receivables facilities acceptable to the Required Lenders in their sole discretion).

CONDITIONS

Conditions Precedent to Closing: The Exit Term Loan Facility Documentation shall contain customary and usual conditions precedent for financings of this type to the effectiveness of the Exit Term Loan Facility Documentation and the funding of the DRO Term Loans (the date of satisfaction of such conditions, the "**Closing Date**"), which will include the conditions listed on **Annex I** hereto.

DOCUMENTATION

Exit Term Loan Facility Documentation: The definitive financing documentation for the Exit Term Loan Facility (the "**Exit Term Loan Facility Documentation**") shall (the items set forth in clauses (i) through (iii) below, the "**Documentation Principles**");

(i) contain the terms and conditions set forth in this Exit Term Loan Facility Term Sheet and such other terms as the Borrower and the Required Lenders may mutually agree;

(ii) contain the conditions to the effectiveness of the Exit Term Loan Facility Documentation and initial funding (or deemed funding) of the Exit Term Loan Facility on the Closing Date set forth on **Annex I** hereto;

(iii) give due regard to the Prepetition Credit Agreement; provided that the Exit Term Loan Facility Documentation will contain customary benchmark replacement provisions and Delaware limited liability company division provisions, in each case, to be mutually agreed; and

(iv) except as provided herein and except to the extent the same would contravene any provision hereof, give due regard to the agency and administrative requirements of the Exit Term Agent to the extent reasonably satisfactory to the Borrower and the Required Lenders.

Representations and Warranties: The Exit Term Loan Facility Documentation shall contain representations and warranties (subject to exceptions and qualifications) customary and usual for financings of this type consistent with the Documentation Principles.

Affirmative Covenants:	The Exit Term Loan Facility Documentation shall contain affirmative covenants (subject to exceptions and qualifications) customary and usual for financings of this type consistent with the Documentation Principles, which shall include in any event the use of commercially reasonable efforts to obtain within 30 days from emergence (i) a public corporate family rating issued by Moody's and a public corporate credit rating issued by S&P and (ii) a public credit rating from each of Moody's and S&P with respect to the Exit Term Loans; provided, that in no event shall the Borrower be required to maintain a specific rating with any such agency.
Financial Covenant:	None.
Negative Covenants:	The Exit Term Loan Facility Documentation shall contain negative covenants (including thresholds, qualifications and exceptions to be mutually agreed) customary and usual for financings of this type consistent with the Documentation Principles.
Events of Default:	The Exit Term Loan Facility Documentation shall contain events of default (including thresholds, qualifications, exceptions and grace periods) customary and usual for debtor-in-possession financings of this type and consistent with the Documentation Principles.
Indemnification and Expenses:	Usual and customary for financings of this type and consistent with the Documentation Principles.
Assignments and Participations:	Usual and customary for financings of this type and consistent with the Documentation Principles.
Amendments:	Usual and customary for financings of this type and consistent with the Documentation Principles.
Governing Law and Submission to Jurisdiction:	New York.
Other Provisions:	The Exit Term Loan Facility Documentation shall include customary provisions regarding increased costs, illegality, tax indemnities, waiver of trial by jury and other similar provisions.
Counsel to Exit Term Lenders:	Davis Polk & Wardwell LLP.
Tax Treatment:	For U.S. federal, and applicable state and local, income tax purposes, the Credit Parties shall treat (i) the DRO Backstop Commitment Premium as a premium paid in respect of the issuance or termination of a put option in respect of the DRO, (ii) the issuance of DRO Term Loans and a corresponding portion of the New Interests to an Exit Term Lender as an investment unit for U.S. federal income tax purposes as defined under section 1273(c)(2) of the Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code**") and (iii) the DIP-to-Exit Term Loans and the DRO Term Loans as "part of the same issue" as defined under

Treasury regulations section 1.1275-1(f) and shall be issued under a single CUSIP with one another, and, in each case, the Credit Parties shall not take any inconsistent position on any tax return, unless required to do so pursuant to a change in law following the date hereof or a "determination" as defined under section 1313 of the Internal Revenue Code.

Annex I

Conditions Precedent to Closing

The effectiveness of the Exit Term Loan Facility Documentation and the initial funding (or deemed funding) of the Exit Term Loans shall be subject to the satisfaction (or waiver) of solely the following conditions:

1. A final non-appealable order of the Bankruptcy Court confirming the plan of reorganization, subject to any consent rights of the Required Lenders under the Restructuring Support Agreement and, solely with respect to those provisions thereof that affect the rights and duties of the Exit Term Agent, in form and substance reasonably satisfactory to the Exit Term Agent, which shall not have been reversed, vacated, amended, supplemented or otherwise modified in any manner that could reasonably be expected to adversely affect the interest of the Exit Term Lenders, and authorizing the Borrower to execute, deliver and perform under all documents contemplated under the Exit Term Loan Facility Documentation shall have been entered and shall have become a final order of the Bankruptcy Court.

2. Each Credit Party shall have executed and delivered the relevant Exit Term Loan Facility Documentation to which it is a party and the Exit Term Agent shall have received (i) customary legal opinions, evidence of authority, corporate documents, and officers' certificates as to the Credit Parties, (ii) a customary borrowing request, (iii) a customary closing certificate and (iv) a solvency certificate executed by the chief financial officer or other officer of equivalent duties of the Borrower.

3. All documents and instruments necessary to establish that the Exit Term Agent will have a perfected first lien security interest (subject to permitted liens under the Exit Term Loan Facility Documentation) in the Collateral shall have been executed (to the extent applicable) and delivered to the Exit Term Agent and, if applicable, be in appropriate form for filing (it being understood and agreed that mortgages or amended mortgages may be provided within a number of days to be mutually agreed after the Closing Date).

4. The Exit Term Agent shall have received, at least three (3) business days prior to the Closing Date, all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the USA PATRIOT Act and, to the extent the Borrower qualifies as a "legal entity customer" under 31 C.F.R. § 1010.230 (the "**Beneficial Ownership Regulation**"), a certification regarding beneficial ownership in relation to the Borrower required by the Beneficial Ownership Regulation, in each case, that has been requested in writing by the Exit Term Lenders at least ten (10) business days prior to the Closing Date.

5. All fees, premiums and expenses under the Exit Term Loan Facility to the extent due and payable on the Closing Date and invoiced at least three (3) business days prior to the Closing Date (including the reasonable and documented out-of-pocket fees and expenses of Davis Polk & Wardwell LLP, as counsel to the Exit Term Lenders, taken as a whole) shall have been paid.

6. The maximum funded indebtedness on the Closing Date under the Exit Term Loan Facility and the Exit Securitization Program shall not be in excess of an amount to be mutually agreed.

7. Substantially concurrently with the effectiveness of the Exit Term Loan Facility Documentation, the Exit Securitization Program shall become effective substantially in accordance with the terms of the Exit Securitization Program Term Sheet.

8. The Plan Effective Date shall have occurred.

9. Each of the representations and warranties contained in the Exit Term Loan Facility Documentation shall be true and correct in all material respects on and as of the Closing Date (other than any such representations and warranties that are made as of a specific date, which shall be true and correct in all material respects as of such date) (without duplication of any materiality qualifiers with respect to any such representation or warranty already qualified by materiality or Material Adverse Effect (to be defined in a manner consistent with the Documentation Principles)).

10. Liquidity (as defined below) as of the Closing Date as calculated on a date prior to emergence to be mutually determined (the "**Emergence Liquidity Test Date**") (after giving effect to the Restructuring) shall be at least $135,000,000.

"**Liquidity**" shall mean, as of any date, an amount equal to (i) the amount of (a) all unrestricted Cash (to be defined in a manner consistent with the Documentation Principles) and Cash Equivalents (to be defined in a manner consistent with the Documentation Principles) of Holdings and its Restricted Subsidiaries as determined in accordance with GAAP, (b) all Cash and Cash Equivalents of Holdings and its Restricted Subsidiaries restricted in favor of the Exit Term Loan Facility and (c) all Cash and Cash Equivalents of Holdings and its Restricted Subsidiaries restricted in favor of the Exit Securitization Program, *plus* (ii) the aggregate amount then available to be drawn under the Exit Securitization Program and any other committed debt of Holdings and its Restricted Subsidiaries, provided that, solely for purposes of determining whether this condition is satisfied, the "Borrowing Base" (or similar defined term) under the Exit Securitization Program shall be deemed to be the greater of (a) $150,000,000 and (b) the estimated amount as of the Emergence Liquidity Test Date.

11. The Exit Term Agent shall have received a budget forecast through the Maturity Date in form and substance to be mutually agreed.

Exhibit C

Joinder

FORM OF JOINDER AGREEMENT FOR CONSENTING CREDITORS

This joinder agreement to the Restructuring Support Agreement, dated as of [_____], 2023 (as amended, supplemented or otherwise modified from time to time, the "**Agreement**"), between the Company, the Consenting Creditors, and the Consenting Sponsor, each as defined in the Agreement, is executed and delivered by _____ (the "**Joining Party**") as of _____, 2023. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder Agreement as **Annex I** (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions thereof).

2. Effectiveness. Upon (a) delivery of a signature page for this joinder and (b) written acknowledgement by the Company, the Joining Party shall hereafter be deemed to be a "Consenting Creditor" and a "Party" for all purposes under the Agreement and with respect to any and all Claims held by such Joining Party.

3. Representations and Warranties. With respect to the aggregate principal amount of Claims set forth below its name on the signature page hereto, the Joining Party hereby makes the representations and warranties of the Consenting Creditors, as set forth in Section 8 and 24 of the Agreement to each other Party to the Agreement.

4. Governing Law. This joinder agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflict of laws provisions which would require the application of the law of any other jurisdiction.

DIP Commitment Election (This election can only be made on or prior to the DIP Commitment Outside Date.):

□ By checking this box, the Joining Party hereby represents and warrants that as of [●], it held Prepetition Secured Loans in the amount set forth below, and hereby commits to provide a proportionate share of the DIP New Money Loans (as set forth below), on the terms and conditions in the DIP Credit Agreement and/or the DIP Documents, as applicable.

IN WITNESS WHEREOF, the Joining Party has caused this joinder to be executed as of the date first written above.

[JOINING PARTY]

By:_____
Name:
Title:

[redacted]

Principal Amount of the Prepetition Secured Loans: $_____
Principal Amount of the Prepetition Unsecured Notes: $_____

Notice Address:

_____
_____
_____
Attention: _____
Email: _____

Acknowledged:

AIR METHODS CORPORATION
(on behalf of the Company)

By:_____
Name:
Title:

Exhibit D

DIP Term Sheet

PROJECT ALTITUDE

DIP FACILITY

SUMMARY OF TERMS AND CONDITIONS

*This summary of principal terms and conditions (this "**Term Sheet**") outlines the material terms of the senior secured superpriority debtor-in-possession term loan facility. The final documentation for the financing described herein, if any, will constitute the sole agreement among the parties with respect to the matters addressed herein. Such final documents will be subject to (i) the conditions set forth in this Term Sheet under the heading "Conditions Precedent to Effectiveness", (ii) the Borrower and the other Loan Parties (other than the Non-Debtor Guarantors (as defined below)) commencing bankruptcy cases (the "**Chapter 11 Cases**" and the date the Chapter 11 Cases are commenced, the "**Petition Date**") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**"), (iii) the consent rights contained in the Restructuring Support Agreement (as defined below), and (iv) approval by the Bankruptcy Court of the DIP Documentation (as defined below).*

*This Term Sheet does not attempt to describe all of the terms, conditions, and requirements that would pertain to the financing described herein, which shall be set forth in the final DIP Documentation, but rather is intended to be a summary outline of the material terms of such financing. Capitalized terms used herein but not defined have the respective meanings ascribed to such terms in the Restructuring Support Agreement (the "**Restructuring Support Agreement**") to which this Term Sheet is attached.*

Borrower:	Air Methods Corporation, a Delaware corporation (the "**Borrower**").
Guarantors:	The obligations of the Borrower under the DIP Facility (as defined below) will be guaranteed, jointly and severally, by each of the Company Parties set forth on **Schedule I** hereto (collectively, the "**Guarantors**," and, together with the Borrower, the "**Loan Parties**").
Unrestricted Subsidiaries:	All subsidiaries that are unrestricted subsidiaries pursuant to the Prepetition Credit Agreement (as defined below) shall be unrestricted subsidiaries under the DIP Facility.
DIP Lenders:	Each member of the Ad Hoc Group set forth on **Schedule I** to the Restructuring Support Agreement and ASP VII D2 Ltd (each, a "**DIP Backstop Party**" and, collectively, the "**DIP Backstop Parties**") and each Prepetition Secured Party that becomes party to the Restructuring Support Agreement on or before the DIP Commitment Outside Date and that makes the appropriate election on its signature page to the Restructuring Support Agreement (or, in the case of any Prepetition Secured Party that becomes party to the Restructuring Support Agreement after the Support Effective Date, its Joinder Agreement) (each, a "**Joining DIP Commitment Party**" and, collectively, the "**Joining DIP Commitment Parties**"; each Joining DIP Commitment Party and each DIP Backstop Party, in each case, that has a DIP Commitment (as defined below) and/or

holds outstanding DIP Loans (as defined below), each, a "**DIP Lender**" and, collectively, the "**DIP Lenders**").

DIP Backstop Parties: Each DIP Backstop Party has agreed to backstop (or cause any of its Fund Affiliates to backstop) the DIP Commitments (for the avoidance of doubt, on a pro rata basis between the Closing Date DIP Commitments (as defined below) and the Delayed Draw DIP Commitments (as defined below)) on the terms and conditions set forth herein and in the amounts set forth opposite such DIP Backstop Party's name on **Schedule I** to the Restructuring Support Agreement.

DIP Agent: Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacity, the "**DIP Agent**").

DIP Facility: A superpriority, senior secured, priming debtor-in-possession term loan facility in the aggregate principal amount of up to $155,000,000 (the "**DIP Facility**" and the loans thereunder, the "**DIP Loans**"), consisting of:

(i) new money term loans to be made in a single draw on the Closing Date (as defined below) (which may, at the option of any DIP Lender, be funded through a financial institution selected by the Requisite DIP Backstop Parties and reasonably acceptable to the Borrower to act as fronting lender (the "**Fronting Lender**")) in an aggregate original principal amount equal to $40,000,000 (such term loans, the "**Closing Date DIP New Money Loans**" and the commitments in respect thereof, the "**Closing Date DIP Commitments**"),

(ii) new money delayed draw term loans to be made in a single draw on the Delayed Draw Borrowing Date (as defined below) (which may, at the option of any applicable DIP Lender, be funded through the Fronting Lender) in an aggregate original principal amount equal to $40,000,000 (such term loans, the "**Delayed Draw DIP New Money Loans**" and the commitments in respect thereof, the "**Delayed Draw DIP Commitments**"; the Delayed Draw DIP New Money Loans, together with the Closing Date DIP New Money Loans, collectively, the "**DIP New Money Loans**"; and the Delayed Draw DIP Commitments, together with the Closing Date DIP Commitments, the "**DIP Commitments**"), and

(iii) a roll-up (the "**Roll-Up**") of Prepetition Secured Loans held by DIP Lenders, on a pro rata basis in accordance with the share of DIP New Money Loans made by such DIP Lender, in an aggregate outstanding principal amount of $75,000,000 on the earlier to occur of (a) one business day prior to the Plan Effective Date and (b) the date on which

the Restructuring Support Agreement is terminated (such rolled-up DIP Loans, the "DIP Rolled-Up Loans"), which DIP Rolled-Up Loans will convert, on a dollar-for-dollar basis, to Exit Term Loans (as defined in the Plan) upon the Plan Effective Date, subject to the terms and conditions described herein and in the credit agreement (the "**DIP Credit Agreement**") and the other definitive documentation with respect to the DIP Facility (collectively, the "**DIP Documentation**"); provided that if the aggregate principal amount of the DRO is increased, the aggregate principal amount of the Roll-Up will be reduced dollar for dollar by the amount of such increase.

Each DIP Backstop Party's DIP Commitment shall be reduced, ratably, by the amount of such additional DIP Commitments of the Joining DIP Commitment Parties to reflect the share of the DIP Facility to be provided by such Joining DIP Commitment Parties in accordance with the Restructuring Support Agreement.

Budget: The DIP Credit Agreement shall provide for delivery of an Initial Budget (as defined below) as a condition to the Closing Date. In addition, the DIP Credit Agreement shall require the Borrower to deliver to the DIP Agent (i) on every fourth Friday (commencing with the Friday of the fifth full calendar week after the Petition Date), a Budget for the rolling 13-week period commencing on the Saturday of the prior week (each, a "**Budget Supplement**") and (ii) on the Budget Variance Test Date (as defined below), a customary budget variance report (each such report, a "**Budget Variance Report**") covering the four-week period ending on the Friday of the week immediately preceding the applicable Budget Variance Test Date.

"**Budget**" shall mean a 13-week consolidated weekly operating budget of the Debtors (as defined below) and their respective subsidiaries setting forth, among other things, projected receipts, disbursements, liquidity and net cash flow for the period described therein, prepared by the Borrower's management and in form and level of detail substantially consistent with the Initial Budget.

"**Initial Budget**" shall mean the initial Budget for the 13-week period commencing on or about the Petition Date, in form and substance acceptable to the Required Lenders.

"**Approved Budget**" shall mean, initially, the Initial Budget, as supplemented by each Budget Supplement to the extent the Required Lenders do not object to such Budget Supplement within five business days of receipt thereof.

Milestones: To be consistent with the Milestones set forth in the Restructuring Support Agreement.

Maturity:	The scheduled maturity date shall be the date that is four months after the Closing Date (the "**Scheduled Maturity Date**"). The DIP Facility (and all commitments thereunder) shall terminate upon the earliest to occur of (a) the Scheduled Maturity Date (b) the Plan Effective Date, (c) the consummation of a sale or other disposition of all or substantially all assets of the Loan Parties, taken as a whole, under section 363 of the Bankruptcy Code, and (d) the date of acceleration or termination of the DIP Facility in accordance with the terms hereof.
Interest Rates:	The DIP Loans shall bear interest at a rate equal to, as elected by the Borrower in its sole discretion, (i) Term SOFR (to be defined in the DIP Documentation) (which shall include a credit spread adjustment) *plus* 10.0% *per annum*, payable in cash at the end of each interest period (which shall be one-month only) or (ii) Base Rate (to be defined in the DIP Documentation) *plus* 9.0% *per annum*, payable in cash quarterly. Interest on DIP Loans that bear interest by reference to Term SOFR shall be calculated using a 360-day year and actual days elapsed. Interest on DIP Loans that bear interest by reference to Base Rate shall be calculated using a 365-day (or 366-day, in a leap year) year and actual days elapsed.
Default Rate:	The DIP Loans shall bear interest at the applicable interest rate *plus* 2.0% *per annum*, and with respect to any other amount (including overdue principal or interest), the interest rate applicable to Base Rate loans *plus* 2.0% *per annum*, in each case, at the election of the Required Lenders upon the occurrence and during the continuance of any Event of Default.
Upfront Discount:	The Borrower shall pay to each DIP Lender an upfront discount (the "**Upfront Discount**") in an amount equal to 2.0% of the aggregate amount of the DIP Commitments as of the Closing Date, which Upfront Discount will be fully earned, with respect to any DIP Lender, as of the later of (i) the date of execution of the RSA and (ii) the date on which such DIP Lender joins the fully executed RSA, subject to increase and/or reduction as a result of any subsequent permitted assignment by or to such DIP Lender, and due and payable in cash (i) in the case of the Closing Date DIP Commitments, on the Closing Date or (ii) in the case of the Delayed Draw DIP Commitments, on the Delayed Draw Borrowing Date.
Backstop Premium:	The Borrower shall pay to each of the DIP Backstop Parties a premium (the "**Backstop Premium**") in an amount equal to 8.0% of the aggregate principal amount of such DIP Backstop Party's DIP Commitments on the Support Effective Date, which Backstop Premium will be fully earned on the Support Effective Date and due and payable in cash on the Closing Date.
Optional Prepayments:	The Borrower may, upon providing notice not later than 1:00 p.m., three (3) business days' prior to each intended prepayment (or in

the case of a prepayment of a Base Rate loan, no later than 11:00 a.m. on the date of such prepayment), prepay in full or in part, without premium or penalty (other than customary breakage costs), the DIP Loans. Once repaid, DIP Loans may not be re-borrowed.

Mandatory Prepayments: The following amounts received by Holdings and its restricted subsidiaries shall be applied to prepay the DIP Loans, in each case, as follows:

(i) 100% of the net cash proceeds from any Casualty Event (to be defined in the DIP Documentation consistent with the Prepetition Credit Agreement), in excess of $250,000 in any single transaction or series of related transactions;

(ii) 100% of the net cash proceeds from the issuance or incurrence of post-petition indebtedness or equity interests not permitted by the DIP Credit Agreement;

(iii) 100% of the net cash proceeds of any asset sales (other than (a) certain dispositions in the ordinary course of business and (b) other exceptions to be mutually agreed by the Required Lenders), in excess of $250,000 for each such asset sale or series of related asset sales (in each case, with only the amount in excess of such amount being required to repay the DIP Loans); and

(iv) 100% of net cash proceeds in respect of Extraordinary Receipts (to be defined in a manner mutually agreed) in excess of $1,000,000 in the aggregate for all such Extraordinary Receipts received during the term of the DIP Credit Agreement;

provided that:

(a) any prepayment described in clauses (i) through (iv) above will be applied (x) first, pro rata among the DIP New Money Loans then outstanding until such DIP New Money Loans are repaid in full, and (y) thereafter, pro rata among the DIP Rolled-Up Loans then outstanding until such DIP Rolled-Up Loans are repaid in full; and

(b) with respect to clauses (i), (iii) and (iv) above, in each case, the Borrower and its restricted subsidiaries shall have the right to reinvest (or commit to reinvest) in assets of the general type used or useful in the business of the Borrower and its subsidiaries pursuant to and as expressly contemplated by and identified in the Approved Budget, subject to any permitted variances and/or with the consent of the Required Lenders.

Additionally, the DIP Documentation will include the right of individual DIP Lenders to decline proceeds referred to in clauses (i) and (iii) above, in which case, such proceeds shall be available to

the Borrower and its restricted subsidiaries for any usages not prohibited by the DIP Documentation.

Prepayment Premiums, Back-End Fees, Exit or Similar Fees: None other than those described under the headings "Backstop Premium" and "Upfront Discount".

Priority: The obligations of the Borrower under the DIP Facility, including all DIP Loans, shall, subject to the Carve-Out (as defined below), at all times:

(i) pursuant to section 364(d) of the Bankruptcy Code and the BH Intercreditor Agreement (as defined below), be secured by a perfected first priority security interest and lien on the Collateral (as defined below) of each Loan Party that constitutes "Collateral" under the Prepetition Credit Agreement as of the Petition Date (which liens shall rank senior to any valid and perfected liens granted pursuant to the Prepetition Credit Agreement);

(ii) pursuant to section 364(c)(3) of the Bankruptcy Code, be secured by a perfected junior security interest and lien on the Collateral of each Loan Party that is subject to (x) valid, perfected and non-avoidable prepetition permitted senior liens as of the Petition Date or (y) valid and non-avoidable prepetition permitted senior liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date, as permitted by section 546(b) of the Bankruptcy Code;

(iii) pursuant to section 364(c)(2) of the Bankruptcy Code, be secured by a perfected first priority security interest and lien on the Collateral of each Loan Party (x) to the extent such Collateral is not subject to valid, perfected and non-avoidable liens as of the Petition Date and (y) subject to entry of the Final DIP Order, claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code (but including the proceeds thereunder to the extent otherwise constituting Collateral); and

(iv) pursuant to section 364(c)(1) of the Bankruptcy Code, be entitled to superpriority administrative expense claim status in the Chapter 11 Cases subject to, and *pari passu* with, the Securitization Program Superpriority Claims.

Security: All amounts owing by the Borrower under the DIP Facility and by the Guarantors in respect thereof will be secured by a valid and perfected security interest in, with the priority described above under the heading "Priority," and lien on substantially all tangible and intangible, real and personal property of the Loan Parties (collectively, the "**Collateral**"); it being expressly understood and

agreed that the Collateral will not include Excluded Assets (to be defined in the DIP Documentation).

Carve-out:

Each DIP Order shall include a carve-out from the priority granted to the DIP Facility described above (the "**Carve-Out**"), which shall be in an amount equal to the sum of:

(i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the trustee in the Chapter 11 Cases under section 1930(a) of title 28 of the United States Code *plus* interest at the statutory rate, if any, pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in clause (iii) below);

(ii) all reasonable and documented fees and expenses up to $100,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (iii) below);

(iii) to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise, all unpaid fees and expenses (the "**Allowed Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (collectively, the "**Debtor Professionals**") or retained by the Creditors' Committee (if any) pursuant to section 328 or 1103 of the Bankruptcy Code (collectively, the "**Committee Professionals**" and, together with the Debtor Professionals, the "**Estate Professionals**") (in each case, other than any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors), at any time before or on the first business day following delivery by the DIP Agent (acting at the direction of Required Lenders) of a Carve-Out Trigger Notice (as defined below) and without regard to whether such fees and expenses are provided for in the Approved Budget or were invoiced after the Carve-Out Trigger Notice Date, whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice (the amounts set forth in this clause (iii) being the "**Pre-Carve-Out Cap**");

(iv) Allowed Professional Fees of Debtor Professionals in an aggregate amount not to exceed $3,500,000 incurred after the first business day following delivery of the Carve-Out Trigger Notice (the amount set forth in this clause (iv) being the "**Debtor Post-Carve-Out Cap**"); and

(v) Allowed Professional Fees of Committee Professionals in an aggregate amount not to exceed $250,000 incurred after the first business day following delivery of the Carve-Out Trigger Notice (the amount set forth in this clause (v) being

the "**Committee Post-Carve-Out Cap**" and, together with the Debtor Post-Carve Out Cap, the "**Post Carve-Out Caps**" and, the Post-Carve Out Caps together with the Pre-Carve-Out Cap and the amounts set forth in clauses (i) and (ii), the "**Carve-Out Cap**");

provided that the Carve-Out shall be subject to the applicable restrictions on the use of proceeds of the DIP Loans.

"**Carve-Out Trigger Notice**" shall mean a written notice delivered by email by the DIP Agent (acting at the direction of Required Lenders) (or, after the applicable DIP Obligations have been indefeasibly paid in full and the DIP Commitments terminated, the prepetition administrative agent) to the Debtors, their lead restructuring counsel (Weil, Gotshal & Manges LLP), the U.S. Trustee, and lead counsel to the Creditors' Committee (if any), which notice may only be delivered following the occurrence and during the continuation of an event of default under the DIP Documentation (or, after the DIP Obligations have been indefeasibly paid in full and the DIP Commitments terminated, any occurrence that would constitute an event of default under the DIP Documentation and that is continuing), stating that the Post-Carve-Out Caps have been invoked.

"**Carve-Out Trigger Notice Date**" shall mean the day on which a Carve-Out Trigger Notice is received by the Loan Parties.

Conditions Precedent to Effectiveness:

The DIP Documentation will contain customary and usual conditions precedent for debtor-in-possession financings of this type to the effectiveness of the DIP Documentation and the funding of the Closing Date DIP New Money Loans (the date of satisfaction of such conditions, the "**Closing Date**"), which will be limited to the following:

(i) The Petition Date shall have occurred and each Loan Party (other than the Non-Debtor Guarantors) shall be a debtor and a debtor in possession (collectively, the "Debtors").

(ii) Within three (3) business days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order, in form and substance consistent with this Term Sheet and otherwise (a) subject to any consent rights of the Required Lenders under the Restructuring Support Agreement and (b) solely with respect to those provisions thereof that affect the rights and duties of the DIP Agent, in form and substance reasonably satisfactory to the DIP Agent.

(iii) The DIP Agent shall have received counterparts of the applicable DIP Documentation required to be delivered on

the Closing Date, duly executed by the Loan Parties and the DIP Lenders, as applicable.

(iv) The DIP Agent shall have received a customary notice of borrowing with respect to the Closing Date DIP New Money Loans.

(v) The DIP Agent shall have received a customary closing certificate, dated as of the Closing Date, and signed by a responsible officer of the Borrower.

(vi) Each UCC financing statement and each other document required by the DIP Documentation to be filed, registered or recorded in order to create a perfected first priority lien on the Collateral shall be in proper form for filing, registration or record.

(vii) Since the Petition Date, no Material Adverse Effect shall have occurred.

(viii) The customary "first day orders" shall have been entered by the Bankruptcy Court and shall be in full force and effect.

(ix) No trustee under chapter 7 or chapter 11 shall have been appointed in the Chapter 11 Cases.

(x) Each of the representations and warranties contained in the DIP Documentation shall be true and correct in all material respects on and as of the Closing Date (other than any such representations and warranties that are made as of a specific date, which shall be true and correct in all material respects as of such date) (without duplication of any materiality qualifiers with respect to any such representation or warranty already qualified by materiality or Material Adverse Effect (as defined below)).

(xi) The DIP Agent shall have received copies of organizational documents, certificates of good standing and resolutions with respect to each Loan Party and certifications with respect thereto.

(xii) The DIP Agent shall have received payment of all fees, premiums and expenses under the DIP Facility to the extent due and payable on the Closing Date and invoiced at least three (3) business days prior to such date (including the reasonable and documented out-of-pocket fees and expenses of Evercore Group L.L.C., as financial advisor to the Ad Hoc Group, and in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees and expenses of (a) McDermott Will & Emery LLP, as

counsel to the DIP Agent, and (b) Davis Polk & Wardwell LLP and Vinson & Elkins LLP, each as counsel to the Ad Hoc Group).

(xiii) The DIP Agent shall have received at least three (3) business days prior to the Closing Date all documentation and other information requested in writing by the DIP Agent at least seven (7) business days prior to the Closing Date required under applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(xiv) The DIP Agent shall have received the Initial Budget.

(xv) The DIP Agent shall have received a completed perfection certificate with respect to the Non-Debtor Guarantors, dated as of the Closing Date, together with all attachments contemplated thereby.

(xvi) The Restructuring Support Agreement shall be in full force and effect.

(xvii) All Milestones required to be satisfied on or prior to the Closing Date shall have been satisfied (unless waived or extended by the requisite parties in accordance with the Restructuring Support Agreement).

(xviii) The proceeds of the Closing Date DIP New Money Loans shall be disbursed in accordance with the Initial Budget.

(xix) No default or event of default shall have occurred and be continuing.

(xx) The Loan Parties, the DIP Agent and Royal Bank of Canada, as administrative agent under the Prepetition Credit Agreement, shall have entered into an intercreditor agreement (the "**BH Intercreditor Agreement**"), which shall, among other things, give priority to the DIP Agent, on behalf of the DIP Lenders, with respect to the liens on the Collateral of the Loan Parties listed under the heading "BH Loan Parties" on **Schedule I** hereto (the "**Non-Debtor Guarantors**").

Conditions Precedent to Extension of Delayed Draw DIP New Money Loans:

The DIP Documentation will contain customary and usual conditions precedent for debtor-in-possession financings of this type to the obligation of the DIP Lenders to fund Delayed Draw DIP New Money Loans (the date of satisfaction of such conditions and the funding of the Delayed Draw DIP New Money Loans, the "**Delayed Draw Borrowing Date**"), which will be limited to the following:

(i) The Closing Date shall have occurred.

(ii) The Bankruptcy Court shall have entered the Final DIP Order, in form and substance consistent with this Term Sheet and otherwise (a) subject to any consent rights of the Required Lenders under the Restructuring Support Agreement and (b) solely with respect to those provisions thereof that affect the rights and duties of the DIP Agent, in form and substance reasonably satisfactory to the DIP Agent.

(iii) All material "second day orders" intended to be entered on or prior to the date of the entry of the Final Order shall have been entered by the Bankruptcy Court on or prior to the entry of the Final Order.

(iv) The DIP Agent shall have received a customary notice of borrowing with respect to the Delayed Draw DIP New Money Loans.

(v) Each of the representations and warranties contained in the DIP Documentation shall be true and correct in all material respects on and as of the Delayed Draw Borrowing Date (other than any such representations and warranties that are made as of a specific date, which shall be true and correct in all material respects as of such date) (without duplication of any materiality qualifiers with respect to any such representation or warranty already qualified by materiality or Material Adverse Effect).

(vi) The DIP Agent shall have received (a) the Approved Budget for the 13-week period commencing on or about the Delayed Draw Borrowing Date (provided that the condition set forth in this clause (a) shall be deemed satisfied if a Budget Supplement with respect to the same 13-week period has been timely delivered to the DIP Agent and the Required Lenders have not objected thereto and (b) all Budget Variance Reports then required to have been delivered.

(vii) The Chapter 11 Cases shall not have been dismissed or converted under chapter 7 of the Bankruptcy Code.

(viii) No trustee under chapter 7 or chapter 11 shall have been appointed in the Chapter 11 Cases.

(ix) The Restructuring Support Agreement shall be in full force and effect.

(x) All Milestones required to be satisfied on or prior to the Delayed Draw Borrowing Date shall have been satisfied

(unless waived or extended by the requisite parties in accordance with the Restructuring Support Agreement).

(xi) The proceeds of the Delayed Draw DIP New Money Loans made on the Delayed Draw Borrowing Date shall be disbursed in accordance with the Approved Budget.

(xii) No default or event of default shall have occurred and be continuing.

(xiii) Each of the representations and warranties contained in the DIP Documentation shall be true and correct in all material respects on and as of the Delayed Draw Borrowing Date (other than any such representations and warranties that are made as of a specific date, which shall be true and correct in all material respects as of such date) (without duplication of any materiality qualifiers with respect to any such representation or warranty already qualified by materiality or Material Adverse Effect).

Representations and Warranties:

The DIP Credit Agreement shall contain representations and warranties customary and usual for debtor-in-possession financings of this type (to be applicable to the Loan Parties and their restricted subsidiaries) (which shall be subject, where applicable, to qualifications (including knowledge qualifiers), applicable legal reservations and qualifications, limitations for materiality to be provided in the DIP Documentation (including as to a Material Adverse Effect standard)): organization and existence; power and authority; authorization; execution, delivery and enforceability of the DIP Documentation; no conflicts with law, organizational documents or material contractual obligations; accuracy of disclosure as of the Closing Date; financial statements and pro forma financial information; the Initial Budget and each Approved Budget; no Material Adverse Effect; compliance with applicable laws and regulations, material consents and approvals; ownership of property; intellectual property; capitalization of subsidiaries as of the Closing Date; insurance; environmental laws; ERISA and labor matters; no material litigation; margin regulations; anti-terrorism laws, anti-bribery laws and anti-corruption laws (including money laundering laws, rules and regulations and laws applicable to sanctioned persons (including FCPA, OFAC and the USA PATRIOT Act)); inapplicability of the Investment Company Act of 1940; payment of taxes; validity, priority and perfection of liens and security interests in the Collateral; certain bankruptcy matters (including as to DIP Orders); and use of proceeds.

"**Material Adverse Effect**" shall mean a material adverse effect on (i) the condition (financial or otherwise), results of operations, business or assets of the Loan Parties, taken as a whole, (ii) the ability of each Loan Party to perform its material obligations under the DIP Documentation to which it is a party or (iii) the legality,

validity or enforceability of the DIP Documentation or the rights and remedies (taken as a whole) of the DIP Agent under the DIP Documentation; provided that, for the avoidance of doubt, it is understood and agreed that the following shall be disregarded in determining whether a "Material Adverse Effect" has occurred: the effect of (a) the filing of the Chapter 11 Cases, the events and conditions related to and/or leading up thereto and/or typically resulting from the filing of the cases under chapter 11 of the Bankruptcy Code, (b) any actions required to be taken under the DIP Documentation or the DIP Orders and (c) any matters (including, for the avoidance of doubt, any litigation) disclosed in schedules to the DIP Documentation and/or publicly disclosed in any first day pleadings or declarations in the Chapter 11 Cases.

Affirmative Covenants: The DIP Credit Agreement shall contain affirmative covenants customary and usual for debtor-in-possession financings of this type, which shall be limited to the following: delivery of financial statements and reports; delivery of certificates, notices and other material information (including notices of default, litigation, ERISA events and Material Adverse Effect); compliance with applicable laws and regulations (including environmental laws); payment of taxes; use of proceeds; preservation of existence; visitation and inspection rights; keeping of books and records; maintenance of properties and insurance coverage; covenants to guarantee obligations and give security; ratings (at the request of the Required Lenders); delivery of an Approved Budget (and supplements thereto); post-closing covenants; satisfaction of Milestones; repatriation of cash; bankruptcy matters; provision of draft motions and pleadings (subject to limitations and exceptions reasonably acceptable to the DIP Lenders); and further assurances, subject, where applicable, in the case of each of the foregoing covenants, to exceptions and qualifications to be provided in the DIP Documentation.

Financial Covenants The DIP Credit Agreement shall contain the following financial covenant applicable to the Borrower and its restricted subsidiaries:

Minimum Liquidity Covenant: Commencing with the Friday of the first full week after the Petition Date and tested on each Friday thereafter, the Borrower shall not permit liquidity to be less than $25,000,000 as of such date.

Budget Variance Covenant: On Budget Variance Test Date (as defined below), the Borrower shall not permit:

(a) actual receipts for such Budget Variance Test Period (as defined below) (excluding extraordinary receipts and proceeds of non-ordinary course asset sales unless approved by the Required Lenders) to be less than (i) for the first two Budget Variance

Test Periods following the Petition Date, 80% of the forecasted receipts for such Budget Variance Test Period in the applicable Approved Budget and (ii) for each other Budget Variance Test Periods thereafter, 85% of the forecasted receipts for such Budget Variance Test Period in the applicable Approved Budget for each Budget Variance Test Period thereafter; and

(b) actual total disbursements for such Budget Variance Test Period to be greater than (i) for the first two Budget Variance Test Periods, 120% of the forecasted total disbursements (other than Professional Fee Disbursements (as defined below)) for such Budget Variance Test Period in the applicable Approved Budget and (ii) for each other Budget Variance Test Period thereafter, 115% of the forecasted total disbursements (other than Professional Fee Disbursements) for such Budget Variance Test Period in the applicable Approved Budget.

To the extent that any Budget Variance Test Period encompasses a period that is covered in more than one Approved Budget, the applicable weeks from each applicable Approved Budget shall be utilized in making the calculations set forth above.

"**Budget Variance Test Date**" shall mean the Friday of every week (commencing with the Friday of the third full calendar week occurring after the Petition Date) or, to the extent such Friday is not a Business Day, the next Business Day thereafter.

"**Budget Variance Test Period**" shall mean (a) with respect to the first Budget Variance Test Date, the two-week period ending on the Friday of the week immediately preceding the Budget Variance Test Date, (b) with respect to the second Budget Variance Test Date, the three-week period ending on the Friday of the week immediately preceding the Budget Variance Test Date and (c) with respect to the third Budget Variance Test Date and each Budget Variance Test Date thereafter, the four-week period ending on the Friday of the week immediately preceding the applicable Budget Variance Test Date.

"**Professional Fee Disbursements**" shall mean the disbursements of the type identified as "Professional Fees" provided under the Initial Budget and subsequent Approved Budget.

Negative Covenants:	The DIP Credit Agreement shall contain negative covenants customary and usual for debtor-in-possession financings of this type and subject to the consent rights of the DIP Lenders under the Restructuring Support Agreement.
Events of Default:	The DIP Credit Agreement shall contain events of default customary and usual for debtor-in-possession financings of this type and subject to the consent rights of the DIP Lenders under the Restructuring Support Agreement.
DIP Documentation:	The DIP Documentation will (i) reflect the terms and conditions set forth in this Term Sheet, (ii) reflect the operational and strategic requirements of the Borrower and its subsidiaries, (iii) otherwise give due consideration the Prepetition Credit Agreement, and (iv) take into account the prepetition indebtedness and business plan of the Borrower and its subsidiaries, subject to the consent rights of the DIP Lenders under the Restructuring Support Agreement.
Indemnification and Expenses:	Usual and customary for debtor-in-possession financings of this type.
Assignments and Participations:	Usual and customary for debtor-in-possession financings of this type; provided that the aggregate principal amount of DIP Loans that can be held at any time by an affiliate lender shall not exceed the aggregate amount of such affiliate lender's backstop DIP Commitments and the number of affiliate lenders that may hold DIP Loans shall not exceed the number of affiliate lenders holding Prepetition Secured Loans as of the Petition Date.
Amendments:	The consent of (i) at least three unaffiliated DIP Lenders having unused DIP Commitments and/or holding outstanding DIP Loans representing more than 50% of the aggregate of all unused DIP Commitments and/or DIP Loans at the relevant time or (ii) if there are not at least three unaffiliated Lenders holding outstanding Term Loans and unused Commitments representing more than 50% of the sum of the outstanding Term Loans and such unused Commitments at such time, then Lenders holding outstanding Term Loans and unused Commitments representing more than 50% of the sum of the outstanding Term Loans and such unused Commitments at such time, in each case, excluding any unused Commitments and outstanding Term Loans of Defaulting Lenders (the "**Required Lenders**") will be required to make amendments to the DIP Credit Agreement, except for provisions requiring approval by all affected DIP Lenders or all DIP Lenders as set forth in the DIP Documentation. In the event that a DIP Lender fails to consent to an amendment, modification or waiver, the Borrower will have the customary ability to replace such lender (a so-called "yank" right).

Governing Law and Submission to Jurisdiction:	New York and, to the extent applicable, the Bankruptcy Code. Each party hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Bankruptcy Court, and, if the Bankruptcy Court does not have (or abstains from) jurisdiction, the courts of the State of New York sitting in the Borough of Manhattan, the courts of the United States of America for the Southern District of New York and appellate courts from any thereof. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall, to the extent permitted by law, be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
Counsel to DIP Lenders:	Davis, Polk & Wardwell LLP.
Tax Treatment:	For U.S. federal, and applicable state and local, income tax purposes, the Loan Parties shall treat (i) the Backstop Premium as a premium paid in respect of the issuance or termination of a put option in respect of the DIP New Money Loans and (ii) the Upfront Discount as "original issue discount" for U.S. federal income tax purposes within the meaning of section 1273(a)(1) of the Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code**"), on the DIP New Money Loans issued in connection therewith, and the Loan Parties shall not take any inconsistent position on any tax return, unless required to do so pursuant to a change in law following the date hereof or a "determination" as defined under section 1313 of the Internal Revenue Code.

Schedule I

Guarantors

Schedule I

Guarantors

1. ASP AMC Holdings, Inc., a Delaware corporation
2. ASP AMC Intermediate Holdings, Inc., a Delaware corporation
3. Air Methods Telemedicine, LLC, a Delaware limited liability company
4. United Rotorcraft Solutions, LLC, a Texas limited liability company
5. Mercy Air Service, Inc., a California corporation
6. LifeNet, Inc., a Missouri corporation
7. Rocky Mountain Holdings, L.L.C., a Delaware limited liability company
8. Air Methods Tours, Inc., a Delaware corporation
9. Tri-State Care Flight, LLC, an Arizona limited liability company
10. Advantage LLC, a Delaware limited liability company
11. Enchantment Aviation, Inc., a New Mexico corporation
12. Native Air Services, Inc., a Nevada corporation
13. Native American Air Ambulance, Inc., a Nevada corporation
14. AirMD, LLC, a Delaware limited liability company
15. Midwest Corporate Air Care, LLC, a Kansas limited liability company

BH Loan Parties:

16. Blue Hawaiian Holdings, LLC, a Delaware limited liability company
17. Helicopter Consultants of Maui, LLC, a Hawaii limited liability company
18. Nevada Helicopter Leasing LLC, a Nevada limited liability company
19. Air Repair Limited Liability Company, a Hawaii limited liability company
20. Alii Aviation, LLC, a Hawaii limited liability company
21. Hawaii Helicopters, LLC, a Hawaii limited liability company

Exhibit E

PCBA Documentation Principles

PCBA DOCUMENTATION PRINCIPLES

SUMMARY OF AGREED TERMS

*This summary of documentation principles (this "**Summary of Agreed Terms**") outlines certain agreed terms of the Purchase Commitment and Backstop Agreement. The executed Purchase Commitment and Backstop Agreement, if any, will constitute the sole agreement among the parties with respect to the matters addressed herein. Such final documentation will be subject to the consent rights contained in the Restructuring Support Agreement to which this Summary of Agreed Terms is attached (the "**RSA**").*

*This Summary of Agreed Terms does not attempt to describe all of the terms, conditions, and requirements that would pertain to the Purchase Commitment and Backstop Agreement, but rather is intended to be a summary outline of certain material terms of such agreement. Capitalized terms used herein but not defined have the respective meanings ascribed to such terms in the Purchase Commitment and Backstop Agreement (the "**BCA**").*

Commitment Rights:	**Transfer**	The BCA shall include unrestricted transfer rights for the Commitment Parties to transfer their Backstop Commitments and/or Private Placement Commitments, in whole or in part, to their Related Funds, or to other Commitment Parties and/or their Related Funds (each transferee Related Fund must sign a joinder and/or an amendment to the BCA and the RSA, as applicable). The BCA shall also allow transfer rights for the Commitment Parties to transfer their Backstop Commitments and/or Private Placement Commitments, in whole or in part, to other third parties (an "**Outside Transfer**"). The Company may have a consent right over an Outside Transfer, but for the avoidance of doubt, it shall not have a consent right over Outside Transfers effected by Commitment Parties that are prohibited or precluded by applicable regulatory requirements from fulfilling their Backstop Commitments and/or Private Placement Commitments under the BCA and/or receiving their New Interests in the form of New Common Stock, in whole or in part. Each Commitment Party's Outside Transfers are limited to no more than four (4) transferees and, prior to effecting an Outside Transfer, the transfer needs to be presented to the other Backstop Parties who are not prohibited or precluded. For the avoidance of doubt, in the case of any Outside Transfer, the transferor and transferee must execute a joinder or amendment to the BCA and RSA, as applicable, in accordance with the terms thereof.

Consent Rights: The providers of new money that are the Commitment Parties under the BCA shall have fulsome additional consent rights incremental to the consent rights under the RSA. Moreover, in order to prevent outcomes adverse to the interests of the Commitment Parties that are not a Sponsor Commitment Party or an Affiliate of a Sponsor Commitment Party, (i) any Sponsor Commitment Party and its Affiliates shall not be permitted to receive, by way of transfer or otherwise, directly or indirectly, any additional DRO Backstop Commitments other than their initial allotment (allotted ratably on the basis of their Allowed Prepetition Secured Loan Claims), (ii) the DRO Backstop Commitments held by any Sponsor Commitment Party and/or any of its Affiliates shall be disregarded for purposes of consents and voting under the BCA, and (iii) any Sponsor Commitment Party and/or its Affiliates shall be disregarded for purposes of meeting the minimum number of unaffiliated persons that are required for meeting certain consent thresholds.

Cash Break Fee: The following events shall trigger the payment of a "cash break fee" (e.g., the DRO Backstop Commitment Termination Premium, the ERO Backstop Commitment Termination Premium, and the Private Placement Commitment Termination Premium) under the BCA: (x) the Debtor's invocation of the fiduciary out and (y):

(i) the Debtors terminating the BCA:
   a. upon the occurrence of a "Company Termination Event" under the RSA (other than pursuant to Section 6.04(b) of the RSA (if the principal cause is unrelated to a breach of any Debtor), Section 6.04(c) of the RSA (if the principal cause is unrelated to a breach of any Debtor), Section 6.04(d) of the RSA, Section 6.04(j) of the RSA (solely in the case of a filing by an Initial Consenting Creditor referenced therein), or due to certain circumstances related to breaches of Consenting Creditors under the RSA; or
   b. due to the Backstop Order or the Confirmation Order having been reversed, dismissed or vacated (if such Order, in each case, has not been reversed, stayed, or vacated within seven (7) Business Days of the entry of such Order),

provided that such termination does not occur as a result of any action by a Commitment Party or a failure of a Commitment Party (in each case, other than a Sponsor Commitment Party) to take actions required by the RSA or the BCA;

(ii) the creditors terminating the BCA:

a. upon the occurrence of a "Creditor Termination Event" under the RSA (other than pursuant to Section 6.02(h) of the RSA);
b. if the Closing Date has not occurred by the Outside Date (subject to certain permitted extensions by consent);
c. upon certain breaches of any Debtor of contractual arrangements under the BCA, to the extent not cured (if curable); or
d. due to the occurrence of a Material Adverse Effect having occurred within a defined period of time (and carving out the Chapter 11 Cases and related events) (but excluding any Material Adverse Effect that occurred prior to the signing of the BCA (to the extent in the public domain or disclosed in diligence process prior to signing the BCA))

and in the case of any of the last three bullets, provided that such termination does not occur as a result of any action by a Commitment Party or a failure of a Commitment Party (in each case, other than a Sponsor Commitment Party) to take actions required by the RSA or this Agreement.

The cash break fee will equal (i) with respect to the DRO, 9.0% of Plan Equity Value and (ii) with respect to the ERO and Private Placement, 8.0% of the aggregate committed amount of $135 million, calculated at a 35% discount to Plan Equity Value.

Sponsor Commitment Parties The Consenting Sponsor and its affiliates shall have the opportunity to participate as a DRO Backstop

Commitment Party on a pro rata basis (on account of Prepetition Secured Loan holdings) with the other Consenting Creditor DRO Backstop Commitment Parties. Any proposed amendment, restatement, modification or change that would disproportionately and adversely affect a Sponsor Commitment Party vis-à-vis other similarly situated Commitment Parties shall require the prior written consent (with email being sufficient) of each affected Sponsor Commitment Party.

Schedule I

DIP Commitments and DIP Backstop Commitments

Exhibit C

Organizational Structure

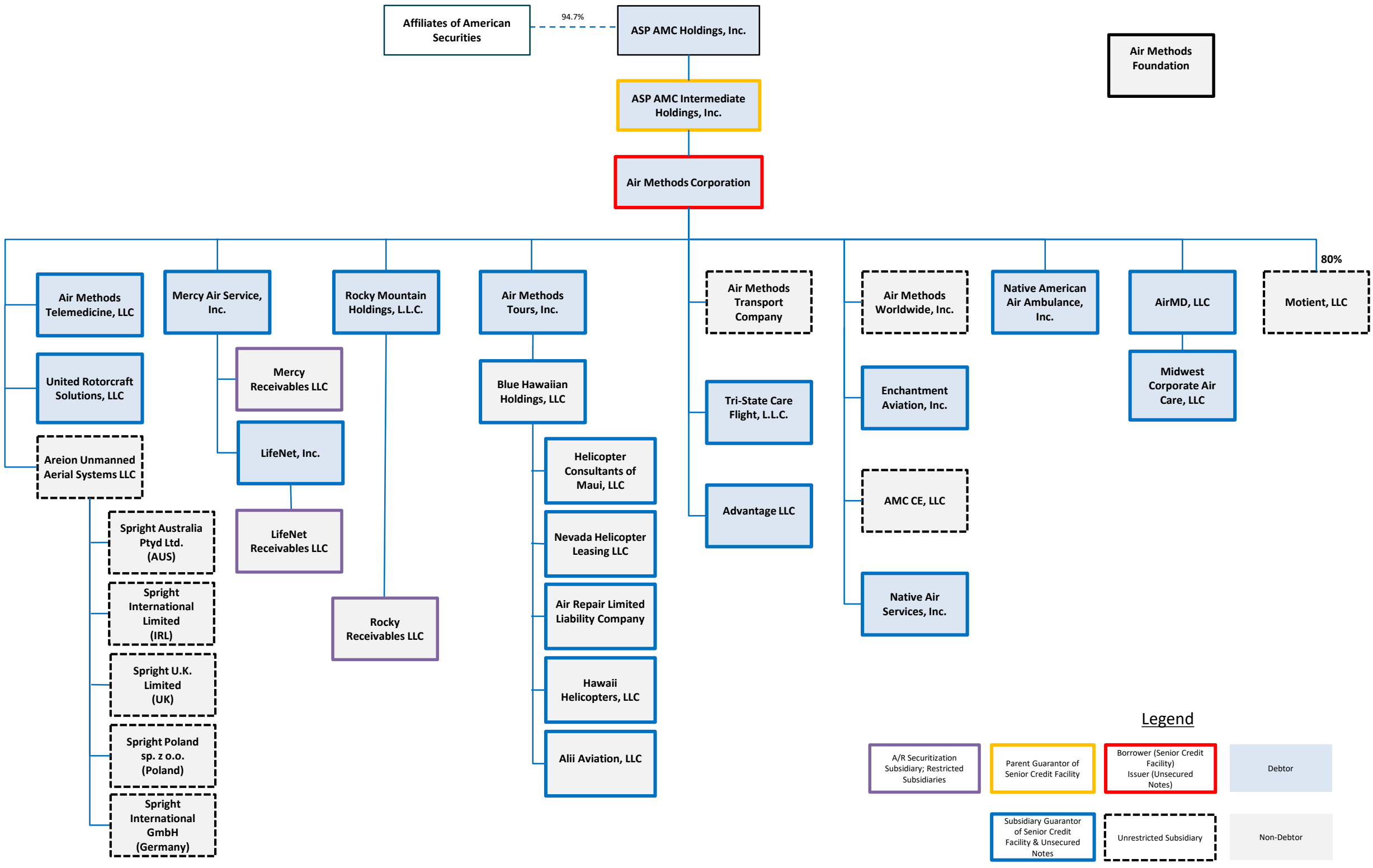
Affiliates of American Securities
94.7%
ASP AMC Holdings, Inc.
ASP AMC Intermediate Holdings, Inc.
Air Methods Corporation
Air Methods Foundation
Air Methods Telemedicine, LLC
Mercy Air Service, Inc.
Rocky Mountain Holdings, L.L.C.
Air Methods Tours, Inc.
Air Methods Transport Company
Air Methods Worldwide, Inc.
Native American Air Ambulance, Inc.
AirMD, LLC
80%
Motient, LLC
United Rotorcraft Solutions, LLC
Areion Unmanned Aerial Systems LLC
Spright Australia Ptyd Ltd. (AUS)
Spright International Limited (IRL)
Spright U.K. Limited (UK)
Spright Poland sp. z o.o. (Poland)
Spright International GmbH (Germany)
Mercy Receivables LLC
LifeNet, Inc.
LifeNet Receivables LLC
Rocky Receivables LLC
Blue Hawaiian Holdings, LLC
Helicopter Consultants of Maui, LLC
Nevada Helicopter Leasing LLC
Air Repair Limited Liability Company
Hawaii Helicopters, LLC
Alii Aviation, LLC
Tri-State Care Flight, L.L.C.
Advantage LLC
Enchantment Aviation, Inc.
AMC CE, LLC
Native Air Services, Inc.
Midwest Corporate Air Care, LLC
Legend
A/R Securitization Subsidiary; Restricted Subsidiaries
Parent Guarantor of Senior Credit Facility
Borrower (Senior Credit Facility) Issuer (Unsecured Notes)
Debtor
Subsidiary Guarantor of Senior Credit Facility & Unsecured Notes
Unrestricted Subsidiary
Non-Debtor

Exhibit D

Liquidation Analysis

THE DEBTORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN, OR A CHAPTER 7 TRUSTEE'S ABILITY TO ACHIEVE FORECASTED RESULTS. IF THE CHAPTER 11 CASES ARE CONVERTED TO A CHAPTER 7 LIQUIDATION, ACTUAL RESULTS COULD VARY MATERIALLY FROM THE ESTIMATES AND PROJECTIONS SET FORTH IN THIS LIQUIDATION ANALYSIS.

THE LIQUIDATION ANALYSIS IS A HYPOTHETICAL EXERCISE THAT HAS BEEN PREPARED FOR THE SOLE PURPOSE OF PRESENTING A REASONABLE, GOOD FAITH ESTIMATE OF THE PROCEEDS THAT WOULD BE REALIZED IF THE DEBTORS WERE LIQUIDATED IN ACCORDANCE WITH CHAPTER 7 OF THE BANKRUPTCY CODE. THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

THE DEBTORS HAVE SOUGHT TO PROVIDE A GOOD FAITH ESTIMATE OF THE PROCEEDS THAT WOULD BE AVAILABLE IN A HYPOTHETICAL CHAPTER 7 LIQUIDATION. HOWEVER, THERE ARE A NUMBER OF ESTIMATES AND ASSUMPTIONS UNDERLYING THE LIQUIDATION ANALYSIS THAT ARE INHERENTLY SUBJECT TO SIGNIFICANT UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS OR A CHAPTER 7 TRUSTEE. NEITHER THE ANALYSIS, NOR THE FINANCIAL INFORMATION ON WHICH IT IS BASED, HAS BEEN EXAMINED OR REVIEWED BY INDEPENDENT ACCOUNTANTS IN ACCORDANCE WITH STANDARDS PROMULGATED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS. THERE CAN BE NO ASSURANCE THAT ACTUAL RESULTS WOULD NOT VARY MATERIALLY FROM THE HYPOTHETICAL RESULTS PRESENTED IN THE LIQUIDATION ANALYSIS.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS. THE DEBTORS RESERVE ALL RIGHTS

A. Introduction

Air Methods Corporation and its affiliated debtors and debtors-in-possession in these chapter 11 proceedings (collectively, the "**Debtors**"), with the assistance of their restructuring, legal, and financial advisors, have prepared this hypothetical liquidation analysis (the "**Liquidation Analysis**") in connection with the *Joint Prepackaged Chapter 11 Plan of Air Methods Corporation and its Affiliated Debtors* (as amended, supplemented, or modified from time to time, the "**Plan**") and related disclosure statement (as amended, supplemented, or modified from time to time, the "**Disclosure Statement**")[1]. This analysis is provided to assist parties-in-interest to evaluate whether the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code, also referred to as the "best interests of creditors" test. The test requires that each Holder of an impaired Allowed Claim or Interest must either:

[1] Unless otherwise expressly set forth herein, capitalized terms used but not otherwise defined herein have the same meanings ascribed to such terms in the Plan or the Disclosure Statement, as applicable.

- accept the Plan; or

- receive or retain value, as of the Effective Date, that is not less than the amount that such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

To substantiate these findings, the Bankruptcy Court must:

- estimate the cash proceeds (the "**Liquidation Proceeds**") a chapter 7 trustee (the "**Trustee**") would generate if each Debtor's Chapter 11 Case was converted to a chapter 7 case on the Plan Effective Date and the assets of such Debtor's Estate were liquidated;

- determine the distribution (the "**Liquidation Distribution**") each Holder of a Claim or Interest would receive from the Liquidation Proceeds under the priority scheme dictated in chapter 7 of the Bankruptcy Code; and

- compare each Holder's Liquidation Distribution to the distribution that such Holder would receive under the Plan (the "**Plan Distribution**") if the Plan were confirmed and consummated.

Accordingly, asset values discussed herein may be different than amounts referred to in the Plan. This Liquidation Analysis is based upon certain assumptions discussed herein and in the Disclosure Statement.

B. Basis of Presentation

This Liquidation Analysis has been prepared assuming that the Debtors would convert their cases from Chapter 11 cases to Chapter 7 cases on December 31, 2023 (the "**Conversion Date**") and would be liquidated thereafter pursuant to Chapter 7 of the Bankruptcy Code under the supervision of a Chapter 7 Trustee. The Liquidation Analysis was prepared on a legal entity basis for each Debtor without substantive consolidation and summarized into a consolidated report. The pro forma distributable values referenced herein are projected to be as of December 31, 2023, and those values are assumed to be representative of the Debtors' assets as of the Conversion Date. This Liquidation Analysis is summarized in the table contained herein.

This Liquidation Analysis represents an estimate of recovery values and percentages based upon a hypothetical liquidation of the Debtors. It is assumed that, on the Conversion Date, operations will cease and the only funding available will come from the Debtors' current cash on hand and asset liquidations. In addition, the Bankruptcy Court would appoint a Trustee who would sell the majority of assets of the Debtors during the course of a three-month period following the Conversion Date (the "**Marketing Period**"). Concurrently with the Marketing Period, the monetization of the Debtors' Account Receivables (excluding the Prepetition Securitization Program Receivables) is assumed to occur over a five-month period (the, "**Securitization Monetization Period**"), and the wind-down of the Debtors' Estates is assumed to occur over a six-month period (the "**Wind-Down Period**"). It is assumed that the Trustee would retain lawyers and other necessary financial advisors to assist in the liquidation and wind-down. The

Trustee would distribute the cash proceeds, net of liquidation- related costs, to holders of Claims and Interests in accordance with the priority scheme set forth in Chapter 7.

The determination of the hypothetical proceeds from the liquidation of assets is a highly uncertain process involving the extensive use of estimates and assumptions which, although considered reasonable by the Debtors' managing officers ("**Management**") and the Debtors' advisors, are inherently subject to significant business, economic, and market uncertainties and contingencies beyond the Debtors' control.

The cessation of business in a liquidation is likely to trigger certain claims that otherwise would not exist under a chapter 11 plan of reorganization. The claims include, among others, employee claims (such as severance claims or claims arising under the Worker Adjustment and Retraining Act of 1988 (the, "**WARN Act**")), new bonding claims, litigation claims, and claims related to rejection of Executory Contracts and Unexpired Leases. Such claims may be material and certain claims may be entitled to priority or administrative payment status. Any such priority or administrative claims would need to be paid in full from the Liquidation Proceeds before proceeds would be made available to holders of Prepetition Unsecured Note Claims (as defined in the Plan), General Unsecured Claims (as defined in the Plan), or Senior Debt Deficiency Claims (as defined below).

In preparing this Liquidation Analysis, the Debtors have estimated an amount of Allowed Claims for each Class of claimants based upon a review of the Debtors' unaudited books and records as of August 31, 2023, adjusted for estimated balances as of the Conversion Date, where applicable. The estimated amount of Allowed claims set forth in this Liquidation Analysis should not be relied upon for any other purpose, including, without limitation, any determination of the value of any distribution to be made on account of Allowed Claims under the Plan.

Professional fees, Trustee fees, administrative expenses, priority Claims, and other such Claims that may arise in a liquidation scenario would have to be fully paid from the Liquidation Proceeds before any proceeds are made available to holders of general unsecured claims. Under the priority scheme dictated in Chapter 7, no junior creditor would receive any distributions until all senior creditors are paid in full, and no equity holder would receive any distribution until all creditors are paid in full. The assumed distributions to creditors as reflected in this Liquidation Analysis are estimated in accordance with the priority scheme dictated in Chapter 7 of the Bankruptcy Code.

No recovery or related litigation costs have been attributed to any potential avoidance actions under the Bankruptcy Code, including potential preference or fraudulent transfer actions due to, among other issues, the cost of such litigation, the uncertainty of the outcome, and anticipated disputes regarding these matters. Additionally, this Liquidation Analysis does not include estimates for federal, state, or other local tax consequences that may be triggered upon the liquidation and sale of assets. Such tax consequences may be material.

C. Liquidation Process

For purposes of this analysis, the Debtors' hypothetical liquidation would be conducted in a Chapter 7 environment with the Trustee managing the Estate of each Debtor to maximize

recoveries in an expedited process. The Trustee's initial step would be to develop a liquidation plan to generate proceeds from the sale of assets for distribution to creditors. The major components of the liquidation and distribution process are as follows:

- generation of cash proceeds from the sale and monetization of assets;
- payment of costs related to the liquidation process, such as Estate wind-down costs and Trustee, professional, broker, and other administrative fees; and
- reconciliation of Claims and distribution of net proceeds generated from asset sales to the holders of Allowed Claims and Interests of each Debtor in accordance with the priority scheme under Chapter 7 of the Bankruptcy Code.

D. Distribution of Net Proceeds to Claimants

Any available net proceeds would be allocated to the applicable holders of Claims and Interests of each Debtor in strict priority in accordance with section 726 of the Bankruptcy Code:

- **Chapter 7 Liquidation Costs** – includes post-conversion cash flow, wind-down costs, estimated fees paid to the Chapter 7 Trustee and certain professional and broker fees;
- **DIP Claims** – includes the DIP Loans and Carve-Out Cap governed by the DIP Order;
- **Priority Tax Claims** – includes any Claim of a Governmental Unit of the kind entitled to priority of payment pursuant to sections 502(i) and 507(a)(8) of the Bankruptcy Code;
- **Prepetition Secured Loan Claims** – includes the Prepetition Secured Loan Claims (as defined in the Plan) on account of the term loan and revolving loans arising under the Prepetition Credit Agreement;
- **Prepetition Aircraft Financing Claims** – includes claims arising under the Aircraft Financing Arrangements (as defined in the Plan);
- **Administrative Expense & Other Priority Claims** – includes amounts related to 503(b)(9) claims, priority tax claims and other priority claims;
- **General Unsecured Claims** – includes estimated Prepetition Unsecured Note Claims, SICFA Claims, General Unsecured Claims, Intercompany Claims, and Secured Debt Deficiency Claims; and
- **Interests** – includes Existing Equity Interests in any Debtor and Intercompany Interests.

The assumed distributions to creditors as reflected in this Liquidation Analysis are estimated in accordance with the absolute priority rule on an entity-by-entity basis, pursuant to which no junior creditor will receive any distribution until all senior creditors of that Debtor entity are paid in full, and no equity holder will receive any distribution until all creditors of that Debtor entity are paid in full.

E. Conclusion

The determination of hypothetical proceeds from this liquidation is an uncertain process involving the extensive use of estimates and assumptions, which, while considered reasonable by the Debtors and the Debtors' advisors, are inherently subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors.

This analysis was prepared without the benefit of a deadline for filing Proofs of Claim against the Debtors' Estates, and thus the Debtors have not estimated all potential Claims against the Debtors. Accordingly, the amount of Allowed Claims against the Debtors' Estates may differ from the Claim amounts used in this Liquidation Analysis. Additionally, asset values discussed herein may be different than amounts referred to in the Plan, given that the Plan presumes the reorganization of the Debtors' assets and liabilities under chapter 11 of the Bankruptcy Code.

As summarized in the table below, the Debtors have determined pursuant to this Liquidation Analysis that upon the Plan Effective Date, the Plan will provide all creditors and holders of Claims and Interests with a recovery (if any) that is not less than what they would otherwise receive pursuant to a liquidation of the Debtors under Chapter 7 of the Bankruptcy Code, and thus the Debtors believe that the Plan satisfies the requirement of section 1129(a)(7) of the Bankruptcy Code.

Summary of Recoveries ($ in millions)

Class	Claims / Equity Interests		Amount of Liquidation Claims [1]		Projected Recovery Under the Plan at Set-Up Equity	Projected Recovery of Liquidation Claims [1]	Pass / Fail
NA	DIP Claims		$ 190		100%	100%	Pass
1	Other Priority Claims		57		100%	0%	Pass
2	Other Secured Claims		N/A		N/A	N/A	Pass
3	Prepetition Secured Loan Claims		1,337	[2]	16%	3%	Pass
4	A/R Facility Claims	[3]	-		100%	100%	Pass
5	SICFA Claims		10		100%	0%	Pass
6	Prepetition Aircraft Financing Claims		268		100%	32%	Pass
7	Prepetition Unsecured Note Claims		517	[2]	2%	0%	Pass
8	General Unsecured Claims	[4]	234		100%	0%	Pass
9	Intercompany Claims	[5]	-		100%	0%	Pass
10	Existing Equity Interests		-		0%	0%	Pass
11	Intercompany Interests		-		100%	0%	Pass

Notes:

[1] Projected amount of liquidation claims and recoveries are based on the estimated midpoints

[2] Estimated amounts are as of the date hereof and are subject to material change. Recovery percentages presented on account of Prepetition Secured Loan Claims and Prepetition Unsecured Note Claims each assume New Equity Interests having values based on the Plan Equity Value and reflect the estimated Adjusted ERO Amount and Adjusted DRO Amount included in [Exhibit D: Financial Projections] and an assumed Adjusted Private Placement Amount of $135 million. Recovery percentages on account of Prepetition Secured Loan Claims do not reflect the estimated value of securities issued in consideration the Private Placement Premium, ERO Backstop Commitment Premium and DRO Backstop Commitment Premium (as defined in the Purchase Commitment and Backstop Agreement)

[3] The claims for principal and accrued interest with respect to the outstanding balance under the A/R Facility are against the non-debtor borrowers and are, therefore, not reflected in the summary of recoveries. However, the lender under the A/R Facility holds certain contingent claims on account of representations and warranties, covenants, and indemnities under the A/R Facility documents against the Debtors, which claims are assumed to be zero in this analysis

[4] Excludes deficiency claims in a hypothetical liquidation

[5] Intercompany Claims to be evaluated in a liquidation as of the Conversion Date

The following table summarizes this Liquidation Analysis for the aggregated Debtor entities. This Liquidation Analysis should be reviewed with the accompanying "Specific Notes to Liquidation Analysis" (the "**Specific Notes**").

Air Methods Corporation - USD in Millions	Notes	Assets [12/31/2023]	Adjustments	Pro Forma	Estimated Recovery - % Low	Mid	High	Estimated Recovery Values Low	Mid	High
Liquidation Proceeds										
Liquidated Balance Sheet										
Cash & Cash Equivalents	[A]	$ 64	$ -	$ 64	100%	100%	100%	$ 64	$ 64	$ 64
Accounts Receivable, net	[B]	45	-	45	51%	55%	59%	23	25	27
Inventory	[C]	96	-	96	9%	14%	18%	9	13	18
Aircraft	[D]	646	-	646	36%	41%	46%	233	266	299
Other Property, Plant & Equipment	[E]	123	-	123	9%	14%	20%	11	18	24
Intangible Assets	[F]	1,312	-	1,312	0%	0%	0%	-	-	-
Other Assets	[G]	84	-	84	6%	9%	13%	5	8	11
Total Assets		**$ 2,370**	**$ -**	**$ 2,370**	**15%**	**17%**	**19%**	**$ 344**	**$ 393**	**$ 442**
Equity Redistribution	[H]							23	26	30
Gross Estimated Proceeds from Liquidation Available for Distribution								**$ 367**	**$ 419**	**$ 472**
Chapter 7 Liquidation Costs										
Wind-Down Costs	[I]							$ (78)	$ (78)	$ (78)
Chapter 7 Trustee Fees	[J]							(9)	(10)	(12)
Chapter 7 Professional Fees	[K]							(9)	(10)	(12)
Total Chapter 7 Liquidation Costs								**$ (96)**	**$ (99)**	**$ (102)**
Net Estimated Proceeds from Liquidation Available for Distribution								**$ 271**	**$ 320**	**$ 370**

		Debtors' Estimated Claims Low	Mid	High	Total Recovery - % Low	Mid	High	Total Recovery - $ Low	Mid	High
Claims and Recoveries										
DIP Claims										
New Money DIP Loans	[L]	$ 88	$ 88	$ 88	100%	100%	100%	$ 88	$ 88	$ 88
DIP Rolled-Up Loans	[L]	82	82	82	100%	100%	100%	82	82	82
Carve-Out Cap	[L]	20	20	20	100%	100%	100%	20	20	20
Total DIP Claims		**$ 190**	**$ 190**	**$ 190**	**100%**	**100%**	**100%**	**$ 190**	**$ 190**	**$ 190**
Remaining Distributable Value After DIP Claims								**$ 81**	**$ 131**	**$ 180**
Secured Claims										
Prepetition Aircraft Financing Claims	[M]	$ 268	$ 268	$ 268	26%	32%	37%	$ 70	$ 85	$ 100
Prepetition Secured Loan Claims	[N]	1,337	1,337	1,337	1%	3%	6%	11	45	80
Total Secured Claims		**$ 1,605**	**$ 1,605**	**$ 1,605**	**5%**	**8%**	**11%**	**$ 81**	**$ 131**	**$ 180**
Remaining Distributable Value After Secured Claims								**$ -**	**$ -**	**$ -**
Administrative & Other Priority Claims										
Other Priority Claims	[O]	$ 57	$ 57	$ 57	0%	0%	0%	$ -	$ -	$ -
Administrative Claims [1]	[P]	76	76	76	0%	0%	0%	-	-	-
Total Administrative & Priority Claim Recoveries		**$ 133**	**$ 133**	**$ 133**	**0%**	**0%**	**0%**	**$ -**	**$ -**	**$ -**
Remaining Distributable Value After Administrative & Priority Claims								**$ -**	**$ -**	**$ -**
General Unsecured Claims										
Prepetition Unsecured Note Claims	[Q]	$ 517	$ 517	$ 517	0%	0%	0%	$ -	$ -	$ -
SICFA Claims	[R]	10	10	10	0%	0%	0%	-	-	-
General Unsecured Claims	[S]	234	234	234	0%	0%	0%	-	-	-
Secured Debt Deficiency Claims	[T]	1,524	1,475	1,425	0%	0%	0%	-	-	-
Total General Unsecured Claim Recoveries		**$ 2,285**	**$ 2,236**	**$ 2,187**	**0%**	**0%**	**0%**	**$ -**	**$ -**	**$ -**
Remaining Distributable Value After General Unsecured Claims								**$ -**	**$ -**	**$ -**
Intercompany Claims, Intercompany Interests, and Existing Equity Interests										
Interco Claims & Interests and Existing Equity Interests	[U]	$ -	$ -	$ -	0%	0%	0%	$ -	$ -	$ -
Total Intercompany Claims, Intercompany Interests, and Existing Equity Interests		**$ -**	**$ -**	**$ -**	**0%**	**0%**	**0%**	**$ -**	**$ -**	**$ -**
Total Claims (excl. Secured Debt Deficiency Claims) / Total Recovery		**$ 2,689**	**$ 2,689**	**$ 2,689**	**10%**	**12%**	**14%**	**$ 271**	**$ 320**	**$ 370**

Note:
[1] Does not include fees that may be applicable under the Purchase Commitment and Backstop Agreement

Specific Notes to Liquidation Analysis

Liquidation Proceeds

A. Cash & Cash Equivalents

- The Debtors' estimated balance of unrestricted cash and cash equivalents as of the Conversion Date is approximately $64 million.
- All Debtors' projected cash and cash equivalents on hand are assumed to be 100% recoverable.

B. Accounts Receivable, net

- The Debtors' estimated net accounts receivable balance as of the Conversion Date is approximately $45 million. For the avoidance of doubt, this estimated net accounts receivables balance excludes non-debtor accounts receivable related to the Prepetition Securitization Program.
- Recovery assumptions are based on the Debtors' borrowing base in which receivables greater than 180 days past due are deemed uncollectible. The adjusted balances are assumed to recover at 70% in the Mid scenario consistent with the Debtors' borrowing base advance rate.
- For the purposes of this Liquidation Analysis, the Debtors assume an aggregate recovery range of 51% to 59%.

C. Inventory

- The Debtors' estimated book value of net inventory as of the Conversion Date is approximately $96 million.
- Inventory primarily consists of raw materials, work-in-process, and finished goods. This Liquidation Analysis assumes inventory is sold "as is, where is" as of the Conversion Date; therefore, raw materials and work-in-process inventory are not converted to finished goods. Recovery assumptions are based on estimates from Management.
- For the purposes of this Liquidation Analysis, the Debtors assume an aggregate recovery range of 9% to 18%.

D. Aircraft

- The Debtors' estimated book value of aircraft as of the Conversion Date is approximately $646 million.

- Aircraft consists of 364 owned and financed aircraft which the Debtors use in connection with their ongoing operations. Recovery assumptions are based on single-asset orderly liquidation values ("**OLVs**") from third-party aircraft appraisals, adjusted to reflect a fleet liquidation adjustment factor to account for the significant discount that would be applicable in a scenario where the entire fleet would come onto the market. In addition, non-EMS buyers are likely to demand a discount associated with retrofitting the interior and painting the aircraft in order to fit the aircraft for their intended purpose.

- For the purposes of this Liquidation Analysis, the Debtors assume an aggregate recovery range of 36% to 46%.

E. Other Property, Plant & Equipment ("**PP&E**")

- The Debtors' estimated book value of PP&E as of the Conversion Date is approximately $123 million.

- PP&E assets include the Debtors' owned real property, aircraft rotables including engines and propellers, various aircraft and medical equipment, kits, landing pads, tools, and other miscellaneous PP&E items.

- Recovery assumptions are based on estimates from Management. PP&E recovery is primarily related to the estimated recovery on the Debtors' owned real property for the buildings owned in Colorado and the land and building owned in Missouri.

- For the purposes of the Liquidation Analysis, the Debtors assume an aggregate recovery range of 9% to 20%.

F. Intangible Assets

- The Debtors' estimated book value of intangible assets as of the Conversion Date is approximately $1,312 million.

- Intangible Assets primarily consist of goodwill, trade names, and customer lists.

- For the purposes of the Liquidation Analysis, the Debtors assume there is no recovery that could be derived on account of the intangible assets.

G. Other Assets

- The Debtors' estimated other assets balance as of the Conversion Date is approximately $84 million.

- Other assets primarily consist of income tax refunds, prepaid expenses, prepaid insurance, deposits, and other miscellaneous assets.

- For the purposes of the Liquidation Analysis, the Debtors assume an aggregate recovery range of 6% to 13%.

H. Equity Redistribution

- Equity Redistribution primarily consists of the value of non-debtor entities including estimated asset recovery value, excess value from the Prepetition Securitization Program recovery, and an equity investment in a third-party.

- The Liquidation Analysis assumes that non-debtor unencumbered asset value proceeds are distributed to DIP and Secured Claims.

- Analysis assumes no recoveries from non-debtor entities on account of intercompany receivables.

Chapter 7 Liquidation Costs

I. Wind-Down Costs

- Wind-Down Costs consist primarily of general and administrative support functions that would be required to wind-down the Debtors' Estates in Chapter 7, including employee wages and benefits, certain operational costs, information technology, and other SG&A costs.

- During the Wind-Down Period, the Chapter 7 Trustee would retain a limited group of Debtors personnel in order to assist in the liquidation of substantially all of the remaining assets, including the market and sale of aircraft and all assets, collect outstanding receivables, reconcile claims, arrange distributions, and otherwise administer and close down the Debtors' Estates.

- The Debtors assume a one-time retention bonus for employees that remain after the Conversion Date equal to 15% of annual salary. Compensation limited to salary, fringe benefits, and employer payroll taxes after the Conversion Date. Ordinary course bonuses, stock compensation, pension, and LTIP are assumed to be terminated as of the Conversion Date. No severance payments are assumed for employees following their ultimate termination.

- In an actual liquidation, the wind-down process and period could vary, thereby impacting recoveries. These potential impacts are not quantified in this Analysis.

J. Chapter 7 Trustee Fees

- The Chapter 7 Trustee fees are dictated by the fee guidelines of section 326(a) of the Bankruptcy Code. This Liquidation Analysis assumes Chapter 7 Trustee fees are 3.0% of gross liquidation proceeds available for distribution to creditors (excluding cash).

K. Chapter 7 Professional Fees

- This Liquidation Analysis assumes that the professional fees for legal, financial advisors and other Trustee professionals are assumed to be 3.0% of gross liquidation proceeds available for distribution to creditors (excluding cash). However, this amount may fluctuate based on length and complexity of wind-down process and may be substantially greater than the amounts assumed in this Liquidation Analysis.

Claims and Recoveries

L. DIP Claims

- The DIP Claims are estimated to total approximately $190 million at the end of the wind down period. This amount consists of the New Money DIP Loans, DIP Rolled-Up Loans, Carve-Out Cap, and associated accrued interest.

- Based on the assumptions herein, this Liquidation Analysis assumes 100% recovery on account of the DIP Claims.

M. Prepetition Aircraft Financing Claims

- The Prepetition Aircraft Financing Claims includes approximately $268 million of claims at the Conversion Date related to outstanding capital leases and promissory notes pursuant to which the Debtors lease and/or finance certain aircraft.

- Based on the assumptions herein, this Liquidation Analysis assumes 26% to 37% recovery on account of the Prepetition Aircraft Financing Claims.

N. Prepetition Secured Loan Claims

- The Liquidation Analysis includes Prepetition Secured Loan Claims of approximately $1,337 million inclusive of approximately $1,291 million of outstanding principal, $38 million of prepetition accrued interest, and approximately $8 million for two letters of credit assumed to be drawn in a liquidation and other fees.

- Based on the assumptions herein, this Liquidation Analysis assumes 1% to 7% recovery on account of the Prepetition Secured Loan Claims.

O. Other Priority Claims

- The Liquidation Analysis assumes there will be approximately $57 million of Other Priority Claims asserted as of the Conversion Date. These Claims primarily consist of priority tax Claims and other priority Claims.

- Based on the assumptions herein, this Liquidation Analysis assumes no recovery on account of Other Priority Claims.

P. Administrative Claims

- The Liquidation Analysis assumes there will be approximately $76 million of Administrative Claims asserted as of the Conversion Date. These Claims primarily consist of administrative expenses related to postpetition operating liabilities.

- Based on the assumptions herein, this Liquidation Analysis assumes no recovery on account of Administrative Claims.

General Unsecured Claims

Q. Prepetition Unsecured Note Claims

- The Liquidation Analysis assumes there will be approximately $517 million of Prepetition Unsecured Note Claims asserted as of the Conversion Date.

- Based on the assumptions herein, this Liquidation Analysis assumes no recovery on account of Prepetition Unsecured Note Claims.

R. SICFA Claims

- The Liquidation Analysis assumes the letter of credit will be drawn upon a liquidation, and there will be approximately $10 million of SICFA Claims as of the Conversion Date.

- Based on the assumptions herein, this Liquidation Analysis assumes no recovery on account of SICFA Claims.

S. General Unsecured Claims

- The Liquidation Analysis assumes there will be approximately $234 million of General Unsecured Claims asserted as of the Conversion Date.

- This figure includes lease & contract rejection damages claims of approximately $220 million and other unsecured claims of $14 million as of the Conversion Date.

- Based on the assumptions herein, this Liquidation Analysis assumes no recovery on account of General Unsecured Claims.

T. Secured Debt Deficiency Claims

- Includes deficiency claims related to the Prepetition Secured Loan Claims and Aircraft Financing ranging in total from $1,425 million in the high recovery scenario to $1,524 million in the low recovery scenario.

- Based on the assumptions herein, this Liquidation Analysis assumes no recovery on account of deficiency claims.

U. Intercompany Claims / Intercompany Interests / Existing Equity Interests

- In an effort to assure conservatism, this Liquidation Analysis assumed Intercompany Claims are subordinated to General Unsecured Claims. The Liquidation Analysis assumes that there would be no recovery on account of Intercompany Claims.

- Class 10 consists of Existing Equity Interests in Holdings. The Liquidation Analysis assumes that there would be no recovery on account of Existing Equity Interests.

- Class 11 consists of Intercompany Interests. The Liquidation Analysis assumes that there would be no recovery on account of Intercompany Interests.

Exhibit E

Financial Projections

A. Introduction

Pursuant to Section 1129(a)(11) of the Bankruptcy Code, among other things, the Bankruptcy Court must determine that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or any successors to the Debtors under the Plan. This confirmation condition is referred to as the "feasibility" of the Plan. In connection with the planning and development of a plan of reorganization, and for the purposes of whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources to operate their business.

For purposes of demonstrating feasibility of the Plan[1], the Debtors have prepared financial projections (the "**Projections**") for the fiscal years 2024 through 2027 (the "**Projection Period**"). The Projections were prepared based on assumptions made by the Debtors' management team ("**Management**"), in consultation with their advisors, as to the future performance of the Reorganized Debtors, and reflect the Debtors' judgment and expectations regarding their future operations and financial position.

The Projections have been prepared on a consolidated basis in sufficient detail, as far as is reasonably practicable based on the Debtors' books and records, and provide adequate information in accordance with section 1125 of the Bankruptcy Code.

The Projections are based on the following: (a) market conditions and projected market conditions in each of the Debtor's operating segments discussed below; (b) the ability to maintain sufficient working capital to fund operations; and (c) confirmation of the Plan. The Projections assume certain treatment and planning strategies for U.S. federal, state, and foreign income tax purposes. Actual treatment and realization of planning strategies may vary materially, resulting in substantially greater tax liabilities for the Debtors than is set forth in the Projections.

Although Management has prepared the Projections in good faith based upon information as of the date hereof and believes the assumptions to be reasonable, the final results for the Debtors' full fiscal year ending December 31, 2023 were not available at the time that the Projections were prepared. There can be no assurance that the assumptions in the Projections will be realized. The Debtors' Management continues to monitor the macroeconomy, the industry, the regulatory environment and their business results and reserves the right (but is under no obligation) to modify the Projections to reflect, among other things, any revised assumptions regarding the overall industry growth rate, revised assumptions regarding developments in the macroeconomy, and/or revised assumptions based on the Debtors' business results during the Projection Period. While the Debtors' Management believes the assumptions were reasonable when the Projections were prepared, the Debtors can provide no assurance that such Projections and assumptions will be realized. As described in detail in the Disclosure Statement, a variety of risk factors could affect the Debtors' financial results and must be considered. Accordingly, the Projections should be reviewed in conjunction with a review of the risk factors set forth in the

[1] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

Disclosure Statement and the assumptions described herein, including all relevant qualifications and footnotes. In deciding whether to vote to accept or reject the Plan, creditors must make their own determinations as to the reasonableness of such assumptions and the reliability of the Projections.

B. Accounting Policies and Disclaimers

THE PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH THE GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS (THE "AICPA"), THE FINANCIAL ACCOUNTING STANDARDS BOARD (THE "FASB"), OR THE RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION. FURTHERMORE, THE PROJECTIONS HAVE NOT BEEN AUDITED, REVIEWED, OR SUBJECTED TO ANY PROCEDURES DESIGNED TO PROVIDE ANY LEVEL OF ASSURANCE BY THE DEBTORS' INDEPENDENT PUBLIC ACCOUNTANTS. WHILE PRESENTED WITH NUMERICAL SPECIFICITY, THE PROJECTIONS ARE BASED UPON A VARIETY OF ESTIMATES AND ASSUMPTIONS WHICH, ALTHOUGH DEVELOPED AND CONSIDERED REASONABLE BY MANAGEMENT, MAY NOT BE REALIZED AND ARE SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH ARE BEYOND THE CONTROL OF MANAGEMENT. THESE UNCERTAINTIES INCLUDE, AMONG OTHER THINGS, THE ULTIMATE OUTCOME AND CONTENTS OF A CONFIRMED PLAN OF REORGANIZATION AND THE TIMING OF THE CONFIRMATION OF SUCH PLAN. CONSEQUENTLY, THE PROJECTIONS SHOULD NOT BE REGARDED AS A REPRESENTATION OR WARRANTY BY THE DEBTORS, OR ANY OTHER PERSON, AS TO THE ACCURACY OF THE PROJECTIONS OR THAT THE PROJECTIONS WILL BE REALIZED. ACTUAL RESULTS MAY VARY MATERIALLY FROM THOSE PRESENTED IN THE PROJECTIONS. HOLDERS OF CLAIMS OR EQUITY INTERESTS MUST MAKE THEIR OWN ASSESSMENT AS TO THE REASONABLENESS OF SUCH ASSUMPTIONS AND THE RELIABILITY OF THE PROJECTIONS IN MAKING THEIR DETERMINATION OF WHETHER TO ACCEPT OR REJECT THE PLAN.

THE PROJECTIONS, INCLUDING THE UNDERLYING ASSUMPTIONS, SHOULD BE CAREFULLY REVIEWED IN EVALUATING THE PLAN. ALTHOUGH MANAGEMENT BELIEVES THE ASSUMPTIONS UNDERLYING THE PROJECTIONS, WHEN CONSIDERED ON AN OVERALL BASIS, ARE REASONABLE IN LIGHT OF CURRENT CIRCUMSTANCES AND EXPECTATIONS, NO ASSURANCE CAN BE GIVEN THAT THE PROJECTIONS WILL BE REALIZED. THE PROJECTIONS SHOULD NOT BE REGARDED AS A REPRESENTATION OR WARRANTY BY THE DEBTORS, THE REORGANIZED DEBTORS, OR ANY OTHER PERSON AS TO THE ACCURACY OF THE PROJECTIONS OR THAT THE PROJECTIONS WILL BE REALIZED.

THE SIGNIFICANT ASSUMPTIONS USED IN THE PREPARATION OF THE PROJECTIONS ARE STATED BELOW. THE PROJECTIONS ASSUME THAT THE DEBTORS WILL EMERGE FROM CHAPTER 11 ON THE EMERGENCE DATE. THE PROJECTIONS SHOULD BE READ IN CONJUNCTION WITH (1) THE DISCLOSURE STATEMENT, INCLUDING ANY OF THE EXHIBITS THERETO OR INCORPORATED

REFERENCES THEREIN, AS WELL AS THE RISK FACTORS SET FORTH THEREIN, AND (2) THE SIGNIFICANT ASSUMPTIONS, QUALIFICATIONS, AND NOTES SET FORTH BELOW.

C. General Assumptions

- ***Overview***

(a) The Projections are based upon, and assume the successful implementation of, the Debtors' business plan during the course of the Projection Period.

(b) The Projections assume that the Plan will be consummated in accordance with its terms and that all transactions contemplated by the Plan will be consummated by December 31, 2023 (the "**Emergence Date**"). Any significant delay in the Emergence Date may have a significant negative effect on the operations and financial performance of the Debtors, including an increased risk or inability to meet sales forecasts and the incurrence of higher reorganization expenses.

(c) These financial projections are reflective of the Debtors' view of the current state of the healthcare transport and air tourism industries. This includes considerations regarding the general macroeconomic and regulatory factors impacting areas where the Debtors operate their business, the Debtors' projected amount of overall market share, and competitive position within the industry.

(d) "Consolidated EBITDA" is a non-generally accepted accounting principles ("**GAAP**") measure and should not be considered as an alternative to GAAP measures, such as net income, operating income, cash flow from operating activities, or any other GAAP measure of financial performance.

(e) The Projections account for the reorganization and related transactions pursuant to the Plan. While the Debtors expect that they will be required to implement fresh start accounting upon emergence, they have not yet completed the work required to quantify the impact on the Projections. When the Debtors fully implement fresh start accounting, differences from the depiction presented are anticipated and those differences could be material. Fresh start accounting requires all assets, liabilities, and equity instruments to be valued at "fair value." In addition to valuing assets, liabilities, and equity instruments at fair value, the Debtors will have tax professionals analyze any go forward tax implications as a result of the Restructuring. The forecasts have been prepared assuming the Debtors' pre-transaction tax attributes, and do not account for the final tax analysis that will be done upon emergence. Moreover, the Projections make certain assumptions about the transaction steps that will be taken to effectuate the

Restructuring and related transactions pursuant to the Plan, which steps have not yet been finalized. The finalization of the transaction steps and tax analysis may materially impact these Projections.

- *Restructuring Assumptions*

(a) Emergence from these chapter 11 cases is assumed to occur on or about December 31, 2023 for purposes of these Projections. If the Plan Effective Date is significantly delayed, additional expenses, including professional fees, may be incurred and operating results may be negatively impacted.

(b) The Projections assume a post-emergence capital structure consisting of:

1. Exit Term Loans: $250 million at SOFR + 900 bps, paid quarterly. Annual amortization of 1.00% payable in equal quarterly installments beginning at the end of the first full quarter after the Emergence Date.

2. Exit Securitization Program: $200 million commitment at SOFR + 300 bps and 45 bps fee on undrawn balances, paid monthly. The projections assume $150 million is drawn on this facility at the Emergence Date. Consistent with the Prepetition Securitization Program, the minimum draw on the facility is assumed to be the lesser of the borrowing base and 75% of the $200 million commitment.

3. Aircraft Financing Arrangements: Approximately $268 million of financed aircraft obligations at a range of 3% - 11% annual interest, paid monthly along with scheduled amortization.

- ***Operational Assumptions***

(a) These Projections incorporate the Debtors' estimates and forecasted long-range plan based on Management's best efforts to forecast key business drivers, including transports, which are the number of flights taken by Debtors' medical aircraft, and net revenue per transport ("**NRPT**"), which is forecasted based on assumptions regarding the medical insurance payor mix and whether certain counterparties have in-network agreements with the Debtors.

(b) The Debtors expects to continue to generate most of its revenues from air medical transportation services. These revenues are forecasted using assumptions around increases to the number of transports and average NRPT each year. The Debtors generates incremental revenues through air tourism, medical billing services, and the building and sale of emergency use helicopters for state and local governments. The Management team referenced historical performance and incorporated the impact of expected

payor negotiations, anticipated regulatory action, market and industry growth data, and other business plan initiatives into revenue assumptions.

(c) Operating expenses, which include costs such as flight center expenses, direct costs of operating the Debtors' aircraft, wages and benefits, insurance, air tourism related costs, and general and administrative expenses, are generally projected to follow assumptions on transport growth, where applicable, as well as inflationary increases, with modest improvement resulting from initiatives focused on direct costs per transport improvement and corporate overhead expense savings.

1. Capital expenditures, which are primarily related to the purchasing new aircraft and the improvement of the Debtors' current aircraft, are projected to total approximately $89 to 116 million annually for fiscal years 2024 through 2027. The aircraft purchases are assumed to be financed at estimated market interest rates and terms.

2. The Projections assume a pre-packaged chapter 11 case resulting in a successful emergence from chapter 11 under the Plan, which will reduce the prepetition debt by approximately $1.7 billion and provide the Debtors with access to a term loan facility, working capital financing, and aircraft financing post-emergence. At emergence, consistent with the Plan, the Projections assume that the Debtors will have projected total debt of $563 million, down from approximately $2.2 billion as of the Petition Date. The Projections also assume that creditors and equity holders of the Debtors will be treated, and receive distributions in connection with emergence, as anticipated under the Plan.

3. The Debtors project pro forma liquidity of approximately $135 million on the Emergence Date. The Debtors assume at least $30 million of cash on emergence and upon implementation of the Plan.

The Debtors expects to fund its capital plan and obligations arising under the Projections and the business plan with operating cash flow, available working capital facilities, aircraft financings, and cash on hand.

Financial Projection Outputs

Sources & Uses on Effective Date

($ in millions, unless otherwise noted)

Sources			Uses [1]		
Pre-Emergence Cash on Balance Sheet	$	64	New Money DIP Term Loan (Principal)	$	80
Exit Securitization Program [2]		45	DIP Roll-up Term Loan (Principal)		60
Pre-Petition A/R Facility Cash Dominion Release		4	Pre-Petition A/R Facility (Principal)		154
Debt Rights Offering		190	Accrued & Unpaid Interest		1
Take-Back Debt		60	Restructuring Fees		29
			Cash Collateralization of L/Cs		8
			Cash to Balance Sheet on Effective Date		30
Total Sources	**$**	**363**	**Total Uses**	**$**	**363**

Pro-Forma Capital Structure on Effective Date

($ in millions, unless otherwise noted)

Facility		Pre-Emergence		Adjustments		Post-Emergence
Revolving Credit Facility	$	116	$	(116)	$	-
Term Loan Facility		1,175		(1,175)		-
Unsecured Bonds		500		(500)		-
Pre-Petition A/R Facility		154		(154)		-
Exit Securitization Program		-		45		45
Aircraft Financing		268		-		268
Exit Term Loan (DRO & Take-Back Debt)		-		250		250
Total	**$**	**2,213**	**$**	**(1,650)**	**$**	**563**

Emergence Liquidity

Emergence cash	$	30
Exit Securitization Program BB		150
AR Draw		(45)
Emergence Liquidity	**$**	**135**

(1) Excludes potential impact from Business Disruption Adjustment Factor
(2) Illustratively shows draw required to meet minimum cash balance of $30 million. Does not align with FY 2024 Beginning Cash Balance in the Summary of Financial Projections due to assumed minimum draw to be the lesser of the borrowing base and 75% of the $200 million commitment

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($ in millions, unless otherwise noted)

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Term Loan Facility		1,175		(1,175)		-
Unsecured Bonds		500		(500)		-
Pre-Petition A/R Facility		154		(154)		-
Exit Securitization Program		-		45		45
Aircraft Financing		268		-		268
Exit Term Loan (DRO & Take-Back Debt)		-		250		250
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(2) Illustratively shows draw required to meet minimum cash balance of $30 million. Does not align with FY 2024 Beginning Cash Balance in the Summary of Financial Projections due to assumed minimum draw to be the lesser of the borrowing base and 75% of the $200 million commitment