

Exhibit 6 to Order

Notice of Revised Ballots and Supplemental Disclosure

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

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

NOTICE OF REVISED BALLOTS AND SUPPLEMENTAL DISCLOSURE

PLEASE TAKE NOTICE THAT, on October 24, 2023 (the “**Petition Date**”), Air Methods Corporation and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced a case 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**”).

PLEASE TAKE FURTHER NOTICE THAT, prior to the Petition Date, pursuant to sections 1125 and 1126(b) of the Bankruptcy Code, the Debtors caused their voting agent, Epiq Corporate Restructuring, LLC (the “**Voting Agent**”), to serve the *Joint Prepackaged Chapter 11 Plan of Air Methods Corporation and its Affiliated Debtors* (the “**Prepackaged Plan**”) and an accompanying disclosure statement (the “**Disclosure Statement**”) to holders of Claims in Class 3 (Prepetition Secured Loan Claims) and Class 7 (Prepetition Unsecured Note Claims) of record as of October 19, 2023. Such prepetition solicitation of votes regarding the Prepackaged Plan (the “**Prepetition Solicitation**”) concluded before the Debtors filed their chapter 11 petitions.

PLEASE TAKE FURTHER NOTICE THAT, following the Prepetition Solicitation, on the Petition Date and at a continued hearing on October 27, 2023, the Bankruptcy Court considered the procedures related to the Prepetition Solicitation and conditional approval of the Disclosure Statement (the “**Hearing**”). Following the Hearing, in light of comments raised by the Bankruptcy Court, the Debtors revised certain provisions in the Prepackaged Plan and Disclosure Statement, as described below.

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.

PLEASE TAKE FURTHER NOTICE THAT the definition of “Releasing Parties” in the Prepackaged Plan and Disclosure Statement shall be revised as follows:

“**Releasing Parties**” means, collectively, and in each case solely in their capacity as such: (i) the Debtors and the Reorganized Debtors; (ii) the Debtors’ non-Debtor Affiliates; (iii) the Consenting Creditors; (iv) the Consenting Sponsor; (v) the Prepetition Agent; (vi) the Indenture Trustee; (vii) the DIP Agent; (viii) the DIP Lenders; (ix) the DRO Backstop Commitment Parties; (x) the ERO Backstop Commitment Parties; (xi) the Private Placement Commitment Parties; (xii) the Securitization Program Parties; (xiii) the holders of Claims or Interests that vote to accept the Prepackaged Plan but do not opt out of granting the releases set forth therein; (xiv) the holders of Claims or Interests whose vote to accept or reject the Prepackaged Plan is solicited but that do not vote either to accept or to reject the Prepackaged Plan and do not opt out of granting the releases set forth therein; (xv) the holders of Claims or Interests that vote, or are deemed, to reject the Prepackaged Plan or that are presumed to accept the Prepackaged Plan but do not opt out of granting the releases set forth herein; (xvi) the holders of Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out; and (xvii) any other Released Party.

PLEASE TAKE FURTHER NOTICE THAT the definition of “Released Parties” in the Prepackaged Plan and Disclosure Statement shall be revised as follows:

“**Released Parties**” means collectively, and in each case solely in their capacity as such: (i) the Debtors and the Reorganized Debtors; (ii) the Debtors’ non-Debtor Affiliates; (iii) the Consenting Creditors; (iv) the Consenting Sponsor; (v) the Prepetition Agent; (vi) the Indenture Trustee; (vii) the DIP Agent; (viii) the DIP Lenders; (ix) the DRO Backstop Commitment Parties; (x) the ERO Backstop Commitment Parties; (xi) the Private Placement Commitment Parties; (xii) the Securitization Program Parties; (xiii) holders of Claims and Interests who vote to accept the Prepackaged Plan but do not opt out of granting the releases set forth therein; and (xiv) with respect to each of the foregoing Entities in clauses (i) through (xiii), such Entity’s Related Parties. Notwithstanding the foregoing, any Entity that opts out of the releases set forth in the Prepackaged Plan will not be a Released Party.

PLEASE TAKE FURTHER NOTICE THAT Section 10.6(b) of the Prepackaged Plan shall be revised as follows:

Subject in all respects to Section 11.1 of the Prepackaged 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 Prepackaged 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 Prepackaged 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 Prepackaged Plan (including the Plan Supplement); the funding of the Prepackaged Plan; the administration and implementation of the Prepackaged Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Prepackaged Plan, or the distribution of property under the Prepackaged 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 Prepackaged Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action. For the avoidance of doubt, the foregoing sentence is subject to applicable law regarding the Bankruptcy Court's subject matter jurisdiction to hear such matter.

PLEASE TAKE FURTHER NOTICE THAT a revised [Class 3 (Prepetition Secured Loan Claims) Ballot / Class 7 [Master/Beneficial Holder] Ballot (Prepetition Unsecured Note Claims)]² that reflects the above Prepackaged Plan revisions is attached hereto as **Exhibit A**. This Ballot is intended to supersede the Ballot you previously received.

PLEASE TAKE FURTHER NOTICE THAT the first paragraph of Section VII.A.i of the Disclosure Statement shall be revised as follows. The remainder of Section VII.A.i remains unchanged:

The aggregate ~~number~~value 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~~value of 1145 Rights Offering Securities will be ~~equal to a number that is 10%~~ less than the aggregate ~~number~~value 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).

PLEASE TAKE FURTHER NOTICE THAT Exhibit E to the Disclosure Statement contained a clerical error in the final table included on page 6 thereof. **Exhibit B** attached to this Notice includes the corrected table and replaces and supersedes page 6 of Exhibit

² The Debtors will include the applicable Ballot based on the holder to receive such Ballot that accompanies this Notice.

E to the Disclosure Statement in its entirety. The remainder of Exhibit E to the Disclosure Statement remains unchanged.

PLEASE TAKE FURTHER NOTICE THAT the Debtors intend to file and distribute a revised Disclosure Statement (the “**Revised Disclosure Statement**”) to reflect the above Prepackaged Plan revisions and also to correct Exhibit E. Copies of the Revised Disclosure Statement may be obtained free of charge by visiting the website maintained by the Voting Agent at the following link: <https://dm.epiq11.com/AirMethods>. Copies of the Revised Disclosure Statement may also be obtained by calling the Voting Agent 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.

Dated: October 27, 2023
Houston, Texas

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*Proposed Attorneys for Debtors
and Debtors in Possession*

Exhibit A

[Intentionally omitted; sent under separate cover]

Exhibit B

Errata Page for Financial Projections

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

Summary of Financial Projections					
(\$ in millions, unless otherwise noted)					
	FY 2024		FY 2025		FY 2026
Revenue	\$	1,365	\$	1,419	\$ 1,500
Operating Expenses		(1,206)		(1,236)	(1,299)
Consolidated EBITDA	\$	159	\$	183	\$ 201
Total Change in NWC		64		(14)	(26)
Capital Expenditures		(89)		(116)	(115)
Cash Taxes		(13)		(15)	(18)
Other Non-Operating Activities		(17)		(15)	(16)
Unlevered Free Cash Flow	\$	104	\$	24	\$ 27
Aircraft Financings Borrowings		45		84	76
Aircraft Financing Principal & Interest		(60)		(73)	(79)
Exit Securitization Program & Exit Term Loan Draw / (Paydown)		(3)		(3)	(3)
Exit Securitization Program & Exit Term Loan Interest & Fees		(48)		(44)	(43)
Free Cash Flow	\$	38	\$	(12)	\$ (21)
Beginning Cash Balance	\$	135	\$	176	\$ 163
Free Cash Flow		38		(12)	(21)
Change in Restricted Cash		2		-	-
Ending Cash Balance	\$	176	\$	163	\$ 143
AR Facility Availability	\$	3	\$	6	16
Total Liquidity	\$	178	\$	169	\$ 159
Credit Statistics					
Aircraft Financings	\$	260	\$	278	285
Exit Securitization Program Balance	\$	150	\$	150	150
Term Loan Balance	\$	248	\$	245	243
Net Leverage		3.0x		2.8x	2.7x
Other Metrics					
Transports		87,348		90,142	95,056
NRPT	\$	11,800	\$	11,920	12,043