

**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. 23-90886 (MI)
Debtors.¹	§	(Jointly Administered)
	§	
	§	
	§	

CERTIFICATE OF SERVICE

I, Jane Sullivan, hereby certify:

1. I am Executive Vice President of Epiq Corporate Restructuring, LLC (“**Epiq**”), located at 777 Third Avenue, 12th Floor, New York, New York 10017. I am over the age of eighteen years and am not a party to the above-captioned action. Unless otherwise stated, I have personal knowledge of the facts set forth herein.

2. Epiq conducted service of the following documents:

- a. *Procedures for Holders of Prepetition Unsecured Notes (Class 7) to Make Equity Cash-Out Option Election and Provide Citizenship Declaration and Registration Form* (the “**Unsecured Notes Election Procedures**”), a copy of which is attached hereto as **Exhibit 1**:
- b. *Election Form for Holders of Prepetition Unsecured Notes (Class 7)* (the “**Unsecured Notes Election Form**”) a copy of which is attached hereto as **Exhibit 2**:
- c. *Omnibus Procedures for Prepetition Secured Loan Claims (Class 3) to Make Equity Cash-Out Option Election, Provide Citizenship*

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.

Declaration, and Make Rights Offering Election (the “**Omnibus Procedures**”) a copy of which is attached hereto as **Exhibit 3**;

- d. *Election Form for Prepetition Secured Loan Claims (Class 3)* (the “**Secured Loan Claims Election Form**”) a copy of which is attached hereto as **Exhibit 4**; and
- e. *Election Spreadsheet*, a copy of which is not attached hereto.

3. On November 22, 2023, true and correct copies of the above listed documents were served as follows:

- a. The Unsecured Notes Election Procedures and the Unsecured Notes Election Form were served via electronic mail on The Depository Trust Company as listed on **Exhibit 5** hereto;
- b. The Unsecured Notes Election Procedures and the Unsecured Notes Election Form were served via next business day service on the banks, brokers, and other intermediaries (the “**Nominees**”) listed on **Exhibit 6** hereto; service included instructions for immediate distribution of the Unsecured Notes Election Procedures and Unsecured Notes Election Form to the beneficial holders; and
- c. The Omnibus Procedures, the Secured Loan Claims Election Form, customized with Name and Epiq ID, and the Election Spreadsheet, customized with Name and Account Information, were served via electronic mail on the institutions listed on **Exhibit 7** hereto;

/s/ Jane Sullivan

Jane Sullivan
Executive Vice President
Epiq Corporate Restructuring, LLC

EXHIBIT 1

**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. 23-90886 (MI)
	§	
Debtors.¹	§	(Jointly Administered)
	§	
	§	

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

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

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

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.

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

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

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

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

Item 1 – Equity Cash-Out Option:

In accordance with the Plan, in lieu of receiving New Interests under the Plan, each holder of an Allowed Prepetition Unsecured Note Claim is entitled to irrevocably elect to receive all or a portion of its distribution of New Interests to be received in satisfaction of its Allowed Prepetition Unsecured Note Claim (on account of the Prepetition Unsecured Note Claims Recovery Pool) in Cash (such option, the “**Equity Cash-Out Option**”), consistent with the terms and conditions of the Plan and these Noteholder Election Procedures. The total amount of Cash available for the Equity Cash-Out Option shall be capped at the Adjusted Private Placement Amount⁵ for all Entities entitled to participate in the Equity Cash-Out Option (including holders of Allowed Prepetition Secured Loan Claims and the DRO Backstop Commitment Parties). Each holder of an Allowed Prepetition Unsecured Note Claim that participates in the Equity Cash-Out Option will

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

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

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

receive Cash on account of its Cashed-Out Equity Interests⁶ in an amount equal to 90% of the value of such Cashed-Out Equity Interests. The consummation of the Equity Cash-Out Option is conditioned on consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and these Noteholder Election Procedures.

Each holder entitled to participate in the Equity Cash-Out Option pursuant to the Plan that validly and timely submits such an election shall receive its pro rata share of the Equity Cash-Out Amount⁷ based on the proportion of New Interests under the Plan that such holder elects not to receive relative to the aggregate number of all holders' elections thereof. If after giving effect to each of the validly and timely received elections, the aggregate value of the Cashed-Out Equity Interests is such that the Cash payable on account thereof would exceed the Adjusted Private Placement Amount, each electing holder's election shall be deemed to be reduced ratably across all electing holders entitled to participate in the Equity Cash-Out Option (including holders of Allowed Prepetition Secured Loan Claims and the DRO Backstop Commitment Parties), and such holders shall receive New Interests in lieu of Cash, in an amount corresponding to such reduction.

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

Item 2 – Citizenship Declaration and Registration Form:

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

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

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

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

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

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

Required Noteholder Election Options

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

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

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

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

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

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

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

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

Noteholder Election Procedures

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

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

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

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

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

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

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

Deadlines

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

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

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

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

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

Failure to Comply with these Noteholder Election Procedures

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

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

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

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

EXHIBIT 2

**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	§	
	§	

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

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

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

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

In addition, each holder of Prepetition Unsecured Notes² must also submit a Citizenship Declaration and Registration Form attached hereto as Exhibit A. The deadline to submit your Citizenship Declaration and Registration Form to Epiq Corporate

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.

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

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

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

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

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

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

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

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

Once submitted to ATOP, the DTC Participant should provide you with the “Voluntary Offer Instruction” (“VOI”) Number(s)³ for your submitted Prepetition Unsecured Notes. The VOI Number(s) must then be included in the Citizenship Declaration and Registration Form where indicated, in order to link the submitted Prepetition Unsecured Notes to the appropriate Citizenship Declaration and Registration Form. Any holders of Prepetition Unsecured Notes that wish to designate one or more affiliates to receive any or all of their New Interests must provide the relevant VOI Number(s) to such designee(s) and arrange for such designee(s) to return the Citizenship Declaration and Registration Form in accordance with the Noteholder Election Procedures and this Noteholder Election Form.

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

Holders of Prepetition Unsecured Notes should complete and return the Citizenship Declaration and Registration Form as directed in the Noteholder Election Procedures and this Noteholder Election Form. You should return this Noteholder Election Form to your DTC Participant or otherwise follow your DTC Participant’s instructions.

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

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

SUBJECT TO THE TERMS AND CONDITIONS OF THE NOTEHOLDER ELECTION PROCEDURES, ALL ELECTIONS ARE IRREVOCABLE ONCE MADE.

Item 1. Election – Check one box only:

- Option 1.** - U.S. Citizen Equity Cash-Out Election to the extent Cash is available.
- Option 2.** - U.S. Citizen New Common Stock Election.
- Option 3.** Non-U.S. Citizen Equity Cash-Out Election to the extent Cash is available.
- Option 4.** Non-U.S. Citizen New Interests Election, including New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and DOT Warrants.

By returning this Noteholder Election Form to your DTC Participant or otherwise following your DTC Participant’s instructions, you are requesting the DTC Participant to deliver your Prepetition Unsecured Notes via ATOP in accordance with your designated Election. Please allow sufficient time for your DTC Participant to act prior to the Election Deadline. The Election should be made with respect to all or a portion of the Prepetition Unsecured Notes you hold.

³ A *VOI Number* is applied by the ATOP system to each unique submission, and must be obtained from the DTC Participant that delivered the Prepetition Unsecured Notes via ATOP.

Item 2. Citizenship Declaration and Registration Form.

The Citizenship Declaration and Registration Form are included in **Exhibit A** hereto. An executed copy of the Citizenship Declaration and Registration Form **MUST** be submitted to the Election Agent.

All holders of Prepetition Unsecured Notes MUST also timely complete and submit the Citizenship Declaration and Registration Form in order to be eligible to receive their New Interests in the form of New Common Stock. In accordance with the Noteholder Election Procedures, any holder that does not validly and timely submit the Citizenship Declaration and Registration Form (together with any other Requisite Documentation) will be considered a Non-U.S. Citizen for purposes of the DOT Procedures and will receive its ratable share of New Common Stock (to the extent available subject to the Cap Amount and DOT Rules Compliance) and/or DOT Warrants in lieu of New Common Stock.

Any holders of Prepetition Unsecured Notes that wish to designate one or more affiliates to receive any or all of their New Interests must (i) arrange for their DTC Participant to deliver their Prepetition Unsecured Notes via ATOP, (ii) provide the relevant VOI Number(s) to such designee, and (iii) arrange for such designee to return the Citizenship Declaration and Registration Form in accordance with the Noteholder Election Procedures and this Noteholder Election Form.

Item 3. Amount of Claim.

The undersigned hereby certifies that the undersigned is the holder of the following Class 7 Prepetition Unsecured Notes:

CUSIP of Class 7 Prepetition Unsecured Notes	Principal Amount Held
00215JAA7 (144A)	\$ _____
U0449JAA2 (Regulation S)	\$ _____

Item 4. Certifications.

By signing this Noteholder Election Form or otherwise providing instructions to your DTC Participant with respect to this Noteholder Election Form, the electing holder of the Prepetition Unsecured Notes certifies to the Bankruptcy Court, the Debtors, and the Reorganized Parent, that:

- a) the holder acknowledges that the election provided for in this Noteholder Election Form is being made pursuant to the terms and conditions set forth in the Plan;
- b) the holder (i) has the full power and authority to make the election provided for in this Noteholder Election Form with respect to its Prepetition Unsecured Notes and (ii) authorizes the DTC Participant to treat an election under this Noteholder Election Form as a direction to electronically deliver such holder's Prepetition Unsecured Notes to the respective account established for that purpose;
- c) the holder certifies that it will submit the Citizenship Declaration and Registration Form directly to the Election Agent, as directed in such form; and

d) to the extent the holder exercises its Equity Cash-Out Option to receive Cash in lieu of New Interests pursuant to the terms of the Plan, the holder hereby waives, releases, and terminates in full any and all of its rights and interests in such New Interests.

Item 5. **Signature.**

Date: _____

Name of Holder: _____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

CITIZENSHIP DECLARATION AND REGISTRATION FORM

INSERT THE VOLUNTARY OFFER INSTRUCTION (“VOI”) NUMBER(S) TO WHICH THIS FORM RELATES (use additional sheets if needed):

Part I. Citizenship Declaration

For the purposes of this declaration (the “**Declaration**”):

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

In regard to ii above, please note:

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

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

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

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

U.S. CITIZENSHIP DECLARATION

The Declaration set forth below must be completed and submitted to the Election Agent either (i) through the Epiq portal or (ii) via email with password-protected attachments to Registration@epiqglobal.com (please reference “Air Methods” in the subject line and attach the Declaration to that email). To complete this Declaration:

- a. Select one (but not more than one) of box A, box B, box C, or box D as appropriate; and
- b. Sign this Declaration in the space provided.

- A I declare that I am an individual person who is a U.S. citizen and that the shares of New Common Stock to be registered in my name will be “U.S. Citizen Shares.”
- B I/We declare that I am/we are partner(s) in a partnership (as defined above) organized and existing under the laws of the United States or one of its states or territories, that each partner in the partnership is a U.S. citizen as defined above, and that the shares of New Common Stock to be registered in the partnership’s name will be “U.S. Citizen Shares.”
- C We declare that we are a corporation (as defined above) which is a U.S. citizen (as defined above).
- D If I am an individual person who is not a U.S. citizen and therefore have not selected box A, above, I declare that I am a citizen of the following country: _____. If we are a partnership, corporation, LLC or any other entity (other than an individual person) that is not a U.S. citizen and therefore have not selected box B or box C, above, we declare that the ultimate beneficial ownership of the majority of the outstanding voting interest in the partnership, corporation, LLC or other entity is held by an individual citizen or citizens of the following country: _____. (If majority of such ultimate beneficial ownership is not held by an individual citizen or citizens of any one country, please include a list specifying percentage of total outstanding voting interest by country of citizenship corresponding to individuals holding ultimate beneficial ownership.) By checking this box D, I/we understand that any shares of New Common Stock to be registered in my or the partnership’s, corporation’s, LLC’s or other entity’s name will not be “U.S. Citizen Shares.”

Date: _____

**Note: If the Declarant is a corporation, partnership, LLC or any entity other than an individual person, complete the following:*

Name of Entity: _____

Name of Authorized Signatory: _____

Title: _____

Signature: _____

**Note: If the Declarant is an individual, complete the following:*

Surname: _____

First Name: _____

Middle Name(s): _____

Address:

No. and Street: _____

Town or City: _____

Post Code: _____

Country: _____

Citizenship: _____

Signature: _____

In the case of joint shareholders, ALL must sign. A corporation, partnership, LLC, or any other entity other than individual person should complete the form under the hand of a duly authorized official or agent who should state his or her capacity. Shares of New Common Stock to be held by a nominee must be considered held by the person or entity for whom the nominee is acting if such person is the beneficial owner of such shares or has an interest in such shares, as described above.

ADDITIONAL INFORMATION

Air Methods Corporation (“**Air Methods Corp.**”) reserves the right to require a signed copy of the Power of Attorney or other documents establishing any agency relationship. Air Methods Corp. reserves the right to be supplied with such evidence or information as to any matters

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

Part II. **Registration Form**

A. Please indicate on the lines provided below the registration name of the party in whose name the New Interests should be issued:

Registration Name Line 1:
(Maximum 35 Characters) _____

Registration Name Line 2 (if needed):
(Maximum 35 Characters) _____

Address 1: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

Country: _____

Telephone: _____

Email: _____

U.S. Federal Tax EIN/SSN
(optional for non-U.S. persons): _____

- If non-U.S. person, check here and attach appropriate IRS Form W-8
- If U.S. person, check here and attach IRS Form W-9

B. Account Type. Please indicate the “account type” that may be used in connection with registration of your New Interests issued pursuant to the Plan and your Election. Please check **only one** box:

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

Return of this Citizenship Declaration and Registration Form:

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

DEADLINES:

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

The deadline to submit your Citizenship Declaration and Registration Form is
December 7, 2023 at 11:59 p.m. New York City Time.

EXHIBIT 3

**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. 23-90886 (MI)
	§	
Debtors.¹	§	(Jointly Administered)
	§	
	§	

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

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

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

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.

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

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 Distribution³ and (B) subscribing for the ERO, in accordance with the Plan.⁴

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

- **Item 1 - Equity Cash-Out Option:** Pursuant to the Plan, in lieu of receiving New Interests under the Plan, (i) each holder of an Allowed Prepetition Secured Loan Claim, as of November 17, 2023 (the “**Rights Offering Record Date**”), may irrevocably elect to receive Cash in lieu of all or a portion of its distribution of New Interests on account of its Prepetition Secured Loan Claims Equity Distribution and (ii) each DRO Participant that funds DRO Term Loans pursuant to the 1145 DRO (as defined herein) may irrevocably elect to receive Cash in lieu of all or a portion its distribution of New Interests on account of DRO Interests (as defined below) (such option, the “**Equity Cash-Out Option**”), in accordance with the Plan and the Equity Cash-Out Option election procedures (the “**Equity Cash-Out Election Procedures**”) included in these Omnibus Procedures. The total amount of Cash available for the Equity Cash-Out Option is capped at the Adjusted Private Placement Amount⁵ for all Entities (including holders of Allowed Prepetition Unsecured Note Claims and the DRO Backstop Commitment Parties). The consummation of the Equity Cash-Out Option is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the Equity Cash-Out Election Procedures.
- **Item 2 - Citizenship Declaration:** In order for holders of Allowed Prepetition Secured Loan Claims or affiliate designees of holders to be certain that they will receive their entire Pro Rata share of the Allowed Prepetition Secured Loan Claims Equity Distribution in New Common Stock (or any New Common Stock in connection with the 1145 DRO), holders (or their affiliate designees, as applicable) must certify their status as

³ **Prepetition Secured Loan Claims Equity Distribution** means 100% of the New Interests, subject to the DOT Procedures and dilution by: (i) DRO Interests; (ii) DRO Backstop Commitment Premium Interests; (iii) ERO Interests; (iv) ERO Backstop Commitment Premium Interests; (v) Private Placement Commitment Interests; (vi) Private Placement Premium Interests; (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.

⁴ On the Liquidity Test Date, the Debtors determined the final aggregate amount of DRO Term Loans to be funded in the 1145 DRO is \$185,000,000, and concluded that the aggregate principal amount of DRO Term Loans offered pursuant to the 4(a)(2) DRO and ERO Interests offered pursuant to the 1145 ERO and 4(a)(2) ERO will be, in each case, reduced to zero. As a result, the Debtors are conducting only the 1145 DRO pursuant to the Rights Offering Procedures.

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

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

- Item 3 - 1145 DRO⁶ Election: The Plan provides for the Debtors to conduct the 1145 DRO pursuant to which each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offering Record Date is being issued a subscription right (each, a “**DRO Subscription Right**”) to fund its pro rata share of the DRO Term Loans in an aggregate amount equal to \$185,000,000. Each holder that exercises its DRO Subscription Right in respect of the 1145 DRO will also receive its pro rata share of the New Interests issued pursuant to the 1145 DRO, which have an aggregate number equal to 40.0% of the aggregate number of the New Interests outstanding as of the Plan Effective Date, subject to dilution by (a) New Common Stock issued on account of the Management Incentive Plan and (b) New Common Stock issued upon the exercise of the New Warrants (the “**DRO Interests**”). All New Interests issued pursuant to the 1145 DRO (other than the DRO Backstop Interests⁷), will be issued in reliance on the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code (“**Section 1145**”). The DRO Backstop Interests will be issued to DRO Backstop Commitment Parties in reliance on the exemption provided by Section 4(a)(2) of the Securities Act (“**Section 4(a)(2)**”) and/or Regulation D promulgated thereunder (“**Regulation D**”), or another available exemption, as applicable. The consummation of the 1145 DRO is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and the Rights Offering Procedures.
- Item 4 – Election Document Instructions: Instructions for completing the Election Documents (as defined below) are included in Item 4 of these Omnibus Procedures.

The 1145 DRO is being made only to those holders of Allowed Prepetition Secured Loan Claims as of the Rights Offering Record Date that are eligible to participate in the 1145 DRO. Holders of Allowed Prepetition Secured Loan Claims must comply with the requirements of the 1145 DRO, as described in Item 3 of these Omnibus Procedures.

⁶ **1145 DRO** means the DRO to be conducted in reliance upon the exemption from registration under the Securities Act provided in section 1145 of the Bankruptcy Code, in accordance with the Rights Offering Procedures included in these Omnibus Procedures.

⁷ **DRO Backstop Interests** means the New Interests issued to each DRO Backstop Commitment Party upon the purchase of Unsubscribed DRO Term Loans pursuant to the DRO Backstop Commitment, and subject to the DOT Procedures.

All holders of Allowed Prepetition Secured Loan Claims as of the Rights Offering Record Date are being asked to complete the information required by Item 1 (Equity Cash-Out Option) and Item 2 (Citizenship Declaration) even if such holders do not elect to participate in the 1145 DRO. As explained in Item 2 below, any holder of an Allowed Prepetition Secured Loan Claim that does not validly and timely furnish the citizenship declaration (a “Citizenship Declaration”) in the form provided as Exhibit B to the Election Form (together with any other required documentation) will be considered a Non-U.S. Citizen for purposes of the DOT Procedures.

Item 1 – Equity Cash-Out Election Procedures:

In accordance with the Plan, in lieu of receiving New Interests under the Plan, each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offering Record Date is entitled to irrevocably elect to receive all or a portion of (i) its distribution of New Interests on account of the Prepetition Secured Loan Claims Equity Distribution and/or (ii) its DRO Interests, as applicable, in Cash, consistent with the terms and conditions of the Plan and these Equity Cash-Out Election Procedures. The total amount of Cash available for the Equity Cash-Out Option is capped at the Adjusted Private Placement Amount for all Entities entitled to participate in the Equity Cash-Out Option (including holders of Allowed Prepetition Unsecured Note Claims and the DRO Backstop Commitment Parties). Holders of Allowed Prepetition Secured Loan Claims that participate in the Equity Cash-Out Option will receive Cash on account of their Cashed-Out Equity Interests⁸ in an amount equal to 90% of the value of such Cashed-Out Equity Interests. The consummation of the Equity Cash-Out Option is conditioned on the consummation of the Plan and satisfaction of the applicable conditions specified in the Purchase Commitment and Backstop Agreement and these Equity Cash-Out Election Procedures.

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

Each holder entitled to participate in the Equity Cash-Out Option pursuant to the Plan that validly and timely submits such an election shall receive its pro rata share of the Equity Cash-Out Amount⁹ based on the proportion of New Interests under the Plan that such holder elects not to receive relative to the aggregate number of all holders' elections thereof. If after giving effect to each of the validly and timely received elections, the aggregate value of the Cashed-Out Equity Interests is such that the Cash payable on account thereof would exceed the Adjusted Private Placement Amount, each electing holder's election shall be deemed to be reduced ratably across all electing holders entitled to participate in the Equity Cash-Out Option, and such holders shall receive New Interests in lieu of Cash, in an amount corresponding to such reduction.

⁸ *Cashed-Out Equity Interests* means the New Interests that a Prepetition Secured Party or Prepetition Unsecured Noteholder, as applicable, elects to exchange for Cash pursuant to the terms of the Equity Cash-Out Option.

⁹ *Equity Cash-Out Amount* means an amount of Cash per Cashed-Out Equity Interest, in an aggregate amount up to the Adjusted Private Placement Amount.

Required Election Options

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

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

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

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

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

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

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

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

Election Procedures and Deadlines

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

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

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

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

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

In all cases, a holder of an Allowed Prepetition Secured Loan Claim (or its affiliate designee(s) on behalf of such holder) that is entitled to receive New Interests under the Plan and (i) provides a Citizenship Declaration and any other documentation as the Debtors deem advisable to fulfill the purpose or implement the provisions of the Reorganized Parent’s Certificate of Incorporation in order to maintain DOT Rules Compliance (the “**Requisite Documentation**”), and (ii) is determined by the Debtors in their reasonable discretion to be a U.S. Citizen, shall receive New Common Stock as set forth in the Plan.

If a holder of an Allowed Prepetition Secured Loan Claim (and/or its affiliate designee(s)) does not validly and timely furnish the Citizenship Declaration (together with any other Requisite Documentation) to the Debtors in accordance with these Omnibus Procedures, or if the Citizenship Declaration has been rejected by the Debtors, in their reasonable discretion and within a reasonable period of time after submission, such holder will be considered a Non-U.S. Citizen for purposes of the DOT Procedures; *provided, however*, that a failure to deliver a Citizenship Declaration shall not in and of itself prevent such party from receiving New Common Stock (to the extent that there is capacity for purposes of DOT Rules Compliance for Non-U.S. Citizens to receive New Common Stock in accordance with the provisions of the Purchase Commitment and Backstop Agreement) or DOT Warrants such party is otherwise

entitled to under the Plan. In no event shall the total number of shares of New Common Stock held by Non-U.S. Citizens exceed the Cap Amount.

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

Deadline

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

Item 3 – 1145 DRO Procedures:

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

1. Procedures Applicable to the 1145 DRO

You should read these rights offering procedures (the “**Rights Offering Procedures**”) in their entirety.

(a) Pursuant to the Plan and these Rights Offering Procedures, each holder of an Allowed Prepetition Secured Loan Claim as of the Rights Offering Record Date will be allocated DRO Subscription Rights to subscribe for and fund DRO Term Loans in an amount equal to its pro rata share of the principal amount of DRO Term Loans (with respect to each holder, its “**Maximum 1145 DRO Subscription Amount**”), at a purchase price of \$1.00 per \$1.00 of principal amount of DRO Term Loans (the “**1145 DRO Purchase Price**”). You cannot subscribe for only the DRO Term Loans or only the DRO Interests, and you cannot increase or decrease the number of DRO Interests or the principal amount of the DRO Term Loans in lieu of the other pursuant to your DRO Subscription Rights.

(b) Each holder’s aggregate 1145 DRO Purchase Price of its Maximum 1145 DRO Subscription Amount is referred to herein as such holder’s “**Aggregate Purchase Price**.”

(c) To exercise your DRO Subscription Rights in connection with the 1145 DRO, you must (i) deliver the Election Form and accompanying spreadsheet (the “**Election Spreadsheet**”) and, together with the Election Form, the “**Election Documents**”) and applicable supporting documentation (including the Requisite Documentation) and, (ii) subject to the following paragraph, **PAY** your Aggregate Purchase Price in connection with such exercise in accordance with the procedures described below. There will be no over-subscription privilege in connection with the 1145 DRO.

(d) Pursuant to and in accordance with the Purchase Commitment and Backstop Agreement, the DRO Backstop Commitment Parties (in their capacities as holders of Allowed Prepetition Secured Loan Claims) must exercise all of their DRO Subscription Rights for the 1145 DRO in full on or before the Election Deadline and will pay their respective Aggregate Purchase Price in accordance with the Purchase Commitment and Backstop Agreement.

(e) Holders of Allowed Prepetition Secured Loan Claims are not required to exercise any of their DRO Subscription Rights (unless they are party to, and in accordance with, the Purchase Commitment and Backstop Agreement), but they may if they wish to do so and follow the required procedures.

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

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

(h) Additional information regarding the 1145 DRO is provided in this document and in the Election Documents, which will be delivered to holders of Allowed Prepetition Secured Loan Claims by Epiq Corporate Restructuring, LLC (the "**Election Agent**") via email. Holders of Allowed Prepetition Secured Loan Claims should carefully review these Rights Offering Procedures and Election Documents in their entirety.

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

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

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

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

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

The Debtors intend that the DRO Term Loans (including the Unsubscribed DRO Term Loans) funded pursuant to the 1145 DRO will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans. The Debtors intend that the DRO Interests will be issued in book-entry form on the books and records of the transfer agent

directly to each applicable holder of an Allowed Prepetition Secured Loan Claim or its affiliate designee and such holder or its affiliate designee will be the holder of record.

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

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

The DRO Subscription Rights distributed and issued pursuant to the Plan and these Rights Offering Procedures, and the New Interests distributed and issued in connection with the exercise of such rights (including the DRO Backstop Interests), are being issued and distributed pursuant to the 1145 DRO without registration under the Securities Act.

Neither the distribution of the DRO Subscription Rights nor the offer and sale of any of the New Interests issued and distributed following the 1145 DRO pursuant to the Plan and these Rights Offering Procedures, have been nor will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

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

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

The exercise of the DRO Subscription Rights, once made, cannot be revoked after the Election Deadline, unless the 1145 DRO is terminated.

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

the Plan and included important information, including risk factors, that should be carefully read and considered by each holder prior to making a decision to participate in the 1145 DRO. Electronic copies of the Disclosure Statement are available on the Debtors' restructuring website at <https://dm.epiq11.com/case/airmethods>.

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

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

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

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

CHARGE TO EACH HOLDER OF RECORD OF SUCH SECURITIES A COPY OF THE STOCKHOLDERS AGREEMENT, CERTIFICATE OF INCORPORATION AND BYLAWS, CONTAINING THE ABOVE REFERENCED RESTRICTIONS ON TRANSFERS AND VOTING OF SECURITIES, UPON WRITTEN REQUEST TO THE CORPORATION AT ITS PRINCIPAL PLACE OF BUSINESS.”

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

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

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

Holders of Allowed Prepetition Secured Loan Claims should note the following times relating to the 1145 DRO:

Date	Calendar Date	Event
“<u>Rights Offering Record Date</u>”	November 17, 2023	The date fixed by the Debtors for the determination of the Allowed Prepetition Secured Loan Claims in respect of which DRO Subscription Rights will be issued. The DRO Subscription Rights corresponding to the Allowed Prepetition Secured Loan Claims will trade together with, and be evidenced by, the underlying Allowed Prepetition Secured Loan Claims until the Election Deadline.
“<u>Liquidity Test Date</u>”	November 17, 2023	The date on which the Debtors calculated the aggregate amount of the 1145 DRO, the ERO, and the Adjusted Private Placement Amount.
“<u>Election Commencement Date</u>”	November 22, 2023	Commencement of the 1145 DRO and the first date on which holders of Allowed Prepetition Secured Loan Claims receive copies of these Rights Offering Procedures and the Election Documents and may

Date	Calendar Date	Event
<u>“Election Deadline”</u>	5:00 p.m. New York City Time on December 6, 2023	<p>exercise DRO Subscription Rights.</p> <p>The deadline for holders of Allowed Prepetition Secured Loan Claims to exercise DRO Subscription Rights.</p> <p><i>For All Holders Participating in the 1145 DRO</i></p> <p>Holders of Allowed Prepetition Secured Loan Claims (or their affiliate designees, if any) must deliver their Election Form, Election Spreadsheet, and Citizenship Declaration with (i) an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and (ii) applicable supporting documentation (including the Requisite Documentation and, in the case of the DRO Backstop Commitment Parties (and/or their affiliate designees, if any), the Accredited Investor Questionnaire) in password protected attachments to the Election Agent via email at Registration@epiqglobal.com (please reference “Air Methods” in the subject line).</p> <p><i>For All Non-DRO Backstop Commitment Parties</i></p> <p>Each holder of an Allowed Prepetition Secured Loan Claim that is not a DRO Backstop Commitment Party and that elects to participate in the 1145 DRO must deliver (or arrange for its affiliate designee, if any) a wire transfer of its Aggregate Purchase Price no later than the Election Deadline. After DRO Subscription Rights are exercised with respect to any Allowed Prepetition Secured Loan Claims, any purported trading, assignment, or transfer of such Allowed Prepetition Secured Loan Claims shall be deemed null and void.</p> <p><i>For DRO Backstop Commitment Parties Only</i></p> <p>Holders of Allowed Prepetition Secured Loan Claims that are DRO Backstop Commitment Parties shall not be required to pay their respective Aggregate Purchase Price until the Subscription Escrow Funding Date in accordance with the terms of the Purchase</p>

Date	Calendar Date	Event
		Commitment and Backstop Agreement. ¹⁰

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

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

The rights and obligations of the DRO Backstop Commitment Parties in the 1145 DRO shall be governed by the Purchase Commitment and Backstop Agreement. To the extent the rights and obligations set forth therein differ from the rights and obligations summarized in these Rights Offering Procedures or any Election Documents, the Purchase Commitment and Backstop Agreement shall control.

No interest is payable on any advance funding of the Aggregate Purchase Price. If the 1145 DRO is terminated for any reason, the Aggregate Purchase Price previously received on account of the 1145 DRO by the Election Agent will be returned to holders as provided herein. No interest will be paid on any returned Aggregate Purchase Price.

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

¹⁰ For the avoidance of doubt, Specified Funding Parties under the Purchase Commitment and Backstop Agreement shall provide their payment in accordance with Section 2.5 of the Purchase Commitment and Backstop Agreement.

SUBJECT TO THE TERMS AND CONDITIONS OF THESE RIGHTS OFFERING PROCEDURES (AND THE PURCHASE COMMITMENT AND BACKSTOP AGREEMENT IN THE CASE OF ANY DRO BACKSTOP COMMITMENT PARTY), ALL SUBSCRIPTIONS SET FORTH IN THE ELECTION FORM ARE IRREVOCABLE, UNLESS THE 1145 DRO IS TERMINATED.

1. Subscription Period

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

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

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

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

2. Delivery of Election Documents

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

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

3. Exercise of DRO Subscription Rights

A holder of an Allowed Prepetition Secured Loan Claim (or its affiliate designee, if any) electing to participate in the 1145 DRO must:

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

The Debtors reserve the right to request reasonable additional documentation and diligence from holders electing to participate in the 1145 DRO in their reasonable discretion to

ensure that such holders satisfy the foregoing requirements. Any dispute about whether a holder of an Allowed Prepetition Secured Loan Claim satisfies such requirements shall be finally resolved by the Bankruptcy Court unless otherwise consensually resolved by such holder and the Debtors prior to such hearing.

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

In the event that the funds received by the Election Agent from any holder of an Allowed Prepetition Secured Loan Claim (other than a DRO Backstop Commitment Party) do not correspond to the Aggregate Purchase Price payable from such holder, the submission will be deemed invalid until such irregularities are resolved pursuant to the procedures described in Item 4 hereof.

The Cash deposited with the Election Agent in accordance with these Rights Offering Procedures will be deposited and held by the Election Agent in a segregated account for the 1145 DRO. The Election Agent may not use such Cash for any other purpose and may not encumber or permit such Cash to be encumbered with any lien or similar encumbrance. The Cash held by the Election Agent hereunder shall not be deemed part of the Debtors' chapter 11 estates.

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

4. Revocation; Transfers of DRO Subscription Rights

The DRO Subscription Rights corresponding to the Allowed Prepetition Secured Loan Claims will trade together with, and be evidenced by, the underlying Allowed Prepetition Secured Loan Claims, until the Election Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Prepetition Secured Loans. Holders of Allowed Prepetition Secured Loan Claims are permitted to designate one or more affiliates to receive the DRO Term Loans and/or DRO Interests, as applicable, without the need to transfer any Allowed Prepetition Secured Loan Claims to such affiliate(s) (including any controlled investment affiliates), subject to compliance with applicable securities laws. Once a holder of an Allowed Prepetition Secured Loan Claim has properly exercised its DRO Subscription Rights, subject to the terms and conditions contained in these Rights Offering Procedures (and the Purchase Commitment and Backstop Agreement in the case of any DRO Backstop Commitment Party), such exercise will be irrevocable unless the 1145 DRO is terminated. Following the exercise of DRO Subscription Rights on account of Allowed Prepetition Secured Loan Claims, such Allowed Prepetition Secured Loan Claims may not be transferred. Any attempted transfer of such Allowed Prepetition Secured Loan Claims by a holder following the exercise of such

DRO Subscription Rights will be cancelled, and deemed null and void and having no effect and will not be recognized for any purpose.

5. Termination/Return of Payment

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

6. Minimum Denominations

All allocations of the DRO Interests will be calculated and rounded according to conventional rounding rules and no fractional securities will be issued. No compensation shall be paid, whether in Cash or otherwise, in respect of any rounded amounts.

7. Validity of Exercise of DRO Subscription Rights

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

As noted above, before exercising any DRO Subscription Rights, holders of Allowed Prepetition Secured Loan Claims should carefully read the Disclosure Statement and the Plan in their entirety for information relating to the Debtors and the risk factors to be considered in deciding whether to participate in the 1145 DRO.

All calculations, including, to the extent applicable, the calculation of (a) the value of any holder's Allowed Prepetition Secured Loan Claims for the purposes of the 1145 DRO and (b) any holder's DRO Term Loans and/or DRO Interests, as applicable, shall be made in good faith

by the Debtors and in accordance with any claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

8. Modification of Procedures

The Debtors reserve the right to modify these Rights Offering Procedures, or adopt additional procedures consistent with these Rights Offering Procedures, to effectuate the 1145 DRO and to issue the DRO Term Loans and the DRO Interests, as applicable; *provided, however,* that the Debtors shall provide prompt written notice (the “**Modification Notice**”) to the holders of Allowed Prepetition Secured Loan Claims of any material modification to these Rights Offering Procedures made after the Election Commencement Date by: (i) posting the Modification Notice on the Election Agent’s website at <https://dm.epiq11.com/AirMethods>; (ii) filing a copy of the Modification Notice on the docket of the Debtors’ Chapter 11 Cases; and (iii) providing a copy of the Modification Notice to counsel to the Ad Hoc Group, with email notice being sufficient. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith is necessary and appropriate to effectuate and implement the 1145 DRO and the issuance of the DRO Term Loans and DRO Interests, as applicable.

The Debtors reserve the right to request reasonable additional documentation and diligence from any participant in the 1145 DRO to confirm that such participant is a holder of an Allowed Prepetition Secured Loan Claim (or such holder’s affiliate designee).

9. Inquiries and Transmittal of Documents; Election Agent

Questions relating to the 1145 DRO should be directed to the Election Agent by emailing Registration@epiqglobal.com (please reference “Air Methods” in the subject line). Please note that the Election Agent is only able to respond to procedural questions regarding the 1145 DRO, and cannot provide any information beyond that included in these Rights Offering Procedures and the Election Documents.

10. Failure to Exercise DRO Subscription Rights

Unexercised DRO Subscription Rights will be cancelled and forever and irrevocably relinquished at the Election Deadline. If, on or before the Election Deadline, the Election Agent for any reason does not receive from a holder of an Allowed Prepetition Secured Loan Claim (a) a duly completed, dated, and executed Election Spreadsheet, and Election Form (including accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable and, in the case of the DRO Backstop Commitment Parties (and/or their affiliate designees, if any), the Accredited Investor Questionnaire) and (b) in the case of a non-DRO Backstop Commitment Party, payment of its Aggregate Purchase Price, such holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the 1145 DRO.

Subject to the terms and conditions set forth herein and in the Purchase Commitment and Backstop Agreement, any attempt to exercise DRO Subscription Rights after the Election Deadline shall be null and void and the Debtors shall not be obligated to honor any such

purported exercise received by the Election Agent after the Election Deadline regardless of when the documents relating thereto were sent.

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

11. Purchase Commitment and Backstop Agreement

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

Item 4 – Instructions for Completing the Election Documents:

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

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

EXHIBIT 4

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

In re: AIR METHODS CORPORATION, <i>et al.,</i> Debtors.¹	§ § § § § § § § §	Chapter 11 Case No. 23-23-90886 (MI) (Jointly Administered)
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**ELECTION FORM
FOR PREPETITION SECURED LOAN CLAIMS (CLASS 3)**

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

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

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

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

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.

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

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

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

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

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

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

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

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

All holders of Allowed Prepetition Secured Loan Claims as of the Rights Offering Record Date are being asked to complete the information required by Item 1 (Election Instructions) and Item 9 (Citizenship Declaration) even if such holders do not elect to participate in the 1145 DRO. Any holder of an Allowed Prepetition Secured Loan Claim that does not validly and timely furnish the Citizenship Declaration in the form provided as Exhibit B hereto (together with any other required documentation) will be considered a Non-U.S. Citizen for purposes of the DOT Procedures.

Item 1. Election Instructions.

All instructions with respect to the Equity Cash-Out Option and the 1145 DRO must be made in the Election Spreadsheet, which must be submitted along with the completed Election Form, as described below.

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

If you elect the Equity Cash-Out Option, you must mark the Equity Cash-Out Option where indicated in the Election Spreadsheet. If you elect to participate in the 1145 DRO, the percentage of your participation **must** be provided in the Election Spreadsheet where indicated.

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

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

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

Item 3. DRO Backstop Commitment Party Representation.

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

Item 4. Subscription Payment Instructions.

Holders of Allowed Prepetition Secured Loan Claims that elect to participate in the 1145 DRO and are not DRO Backstop Commitment Parties must coordinate and/or arrange for payment of the Aggregate Purchase Price for any DRO Subscription Rights exercised, as calculated in

accordance with the Election Spreadsheet, to the Election Agent ONLY in accordance with the following instructions:

Wire Instructions:

Bank Name:	CITIZENS BANK, NA
Bank Address:	1 CITIZENS DRIVE RIVERSIDE RI, 02915
ABA/Routing No.:	036076150
SWIFT (for international wires):	CTZIUS33
Account Name:	Epiq Corporate Restructuring LLC as Agt for Air Methods Corporation DRO Subscription Account
Account No.:	6316490910
Reference:	<i>Insert Epiq ID from bottom of Election Form; if no Epiq ID is shown, please use the last four digits of the TIN of the first entity listed in the Election Spreadsheet</i>

Item 5. Wire Refund.

Any holder of an Allowed Prepetition Secured Loan Claim that elects to participate in the 1145 DRO (and/or any affiliate designee that is making any payment in respect of any such election) MUST provide its wire refund details in the Election Spreadsheet in case any refund is needed.

Item 6. Term Loan Delivery Information.

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

Item 7. Registration Details for New Interests.

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

Please indicate in the Election Spreadsheet the registration details for each party, regardless of whether such party has elected the Equity Cash-Out Option. For information, the following details must be provided in the Election Spreadsheet for each holder of an Allowed Prepetition Secured Loan Claim (and/or its affiliate designee(s)) to receive New Interests under the Plan (including in connection with the 1145 DRO):

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

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

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

Item 8. Disclosures, Requirements, and Certifications for DRO Backstop Commitment Parties.

Any DRO Backstop Commitment Party (and/or any affiliate designee(s)) receiving DRO Backstop Interests **MUST** review and submit the disclosures, requirements, certifications and questionnaire included in **Exhibit A** hereto. The relevant responses must be included in the Election Spreadsheet.

Item 9. Citizenship Declaration.

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

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

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

Item 10. Certification and Signature.

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

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

Date: _____

Name of holder: _____

U.S. Federal Tax EIN/SSN: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____ Email: _____

Item 11. Delivery Information.

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

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

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

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

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

DRO Backstop Commitment Party Certifications

1. 4(a)(2) Certifications.

IN ORDER TO RECEIVE DRO BACKSTOP INTERESTS IN THE 1145 DRO, YOU MUST COMPLETE THIS QUESTIONNAIRE FOR EACH DRO BACKSTOP COMMITMENT PARTY AND FOR EACH RECIPIENT OF THE NEW INTERESTS DESIGNATED BY SUCH DRO BACKSTOP COMMITMENT PARTY, IF ANY.

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

Accordingly, each DRO Backstop Commitment Party must complete the questionnaire shown below via the Election Spreadsheet for each such DRO Backstop Commitment Party and/or each affiliate designee of such DRO Backstop Commitment Party.

ACCREDITED INVESTOR QUESTIONNAIRE

DRO Backstop Commitment Parties

IN ORDER FOR DRO BACKSTOP COMMITMENT PARTIES TO RECEIVE DRO BACKSTOP INTERESTS IN THE 1145 DRO, SUCH DRO BACKSTOP COMMITMENT PARTIES MUST CERTIFY THE INFORMATION ON THIS ACCREDITED INVESTOR QUESTIONNAIRE IN THE ELECTION SPREADSHEET. ANY DRO BACKSTOP COMMITMENT PARTY OR ITS AFFILIATE DESIGNEE THAT INDICATES “NO” IN QUESTION 1 BELOW IS NOT ELIGIBLE TO RECEIVE DRO BACKSTOP INTERESTS IN THE 1145 DRO.

QUESTION

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

1. As of the Rights Offering Record Date, is the DRO Backstop Commitment Party submitting this Election Form (and/or its affiliate designee(s)) a Qualified Institutional Buyer or an Institutional Accredited Investor and is such holder (and/or its affiliate designee(s)) acquiring the DRO Backstop Interests for its own account?

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

“Qualified Institutional Buyer” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITIZENSHIP DECLARATION

For the purposes of this declaration:

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

In regard to ii above, please note:

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

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

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

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

U.S. CITIZENSHIP DECLARATION

To complete this Declaration:

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

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

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

ADDITIONAL INFORMATION

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

EXHIBIT 5

Name	Email(s)
The Depository Trust Company	VoluntaryReorgAnnouncements@dtcc.com

EXHIBIT 6

AIR METHODS
SERVICE LIST

Claim Name	Address Information
BANC OF AMERICA SECS LLC (0773)	ATT REORG MANAGER 222 BROADWAY 11TH FL NEW YORK NY 10038
BANK OF NEW YORK (0901)	ATT EVENT CREATION 500 GRANT ST ROOM 151-1700 PITTSBURGH PA 15258
BARCLAYS CAPITAL (7254)	ATT CORP ACTIONS/REORG 745 7TH AV, 3RD FL NEW YORK NY 10019
BNP PARIBAS NY CUSTODY SVC (2787)	ATT AGATHE HAMON OR REORG MGR CORP ACTIONS - US CUSTODY OPS 525 WASHINGTON BLVD JERSEY CITY NJ 07310
BROADRIDGE	JOB NO. E40631, E40632 51 MERCEDES WAY EDGEWOOD NY 11717
BROWN BROTHERS HARRIMAN (0010)	ATT REORG DEPT 140 BRDWAY NEW YORK NY 10005
CITIBANK, N.A. (0908)	ATT DARYL SLATER OR REORG MGR 3800 CITIBANK CTR B3-12 TAMPA FL 33610
DEPOSITORY TST CO.	ATT PETER COLUCCIO 570 WASHINGTON BLVD JERSEY CITY NJ 07310
GOLDMAN SACHS (0005)	ATT ALEXANDER MUCHNIK OR REORG DEPT 30 HUDSON ST JERSEY CITY NJ 07302
HSBC BANK USA, NA/CLEARING (8396)	ATT BARBARA SKELLY OR REORG MGR 545 WASHINGTON BLVD 10TH FL JERSEY CITY NJ 07310
INTERACTIVE BROKERS (0534)	ATT KARIN MCCARTHY OR REORG MRG. 2 PICKWICK PLAZA, 2ND FL GREENWICH CT 06830
INTL FCSTONE FIN, INC. (0750)	ATT KEN SIMPSON OR REORG MGR 2 PERIMETER PARK S., STE 100W BIRMINGHAM AL 35243
J.P. MORGAN/CLEARING (0352)	ATT CORP ACTIONS TEAM 500 STANTON CHRISTIANA RD. NCC5 FL3 NEWARK DE 19713
JPMORGAN CHASE (0902)	ATTN C MANOS/M GREEN 575 WASHINGTON BLVD. 6TH FL JERSEY CITY NJ 07310
MEDIANT COMMUNICATIONS	JOB NO. 2289307 STEPHANY HERNANDEZ 100 DEMAREST DR WAYNE NJ 07470
MITSUBISHI UFJ TST (2932)	ATT REORG MGR 420 FIFTH AV 6TH FL NEW YORK NY 10018
MORGAN STANLEY (0050)	ATT MS REORG DEPT 1300 THAMES ST WHARF BALTIMORE MD 21231
NATL FIN SVCS LLC (0226)	ATT PAUL GALENO OR REORG MGR NEWPORT OFFICE CTR III 499 WASHINGTON BLVD JERSEY CITY NJ 07310
NORTHERN TST CO (2669)	ATT ROBERT VALENTIN OR REORG MGR 801 S CANAL ST REORG DEPT FL C1N CHICAGO IL 60607
PERSHING LLC (0443)	ATT JOE LEVARA OR REORG MGR SECS CORP 1 PERSHING PLAZA - 7TH FL, REORG JERSEY CITY NJ 07399
STATE ST (0997)	ATT CORP ACTIONS DEPT 1776 HERITAGE DR NORTH QUINCY MA 02171
US BANK (2803)	ATT PAUL KUXHAUS REORG MGR 1555 N RIVERCTR DR STE 302 MILWAUKEE WI 53212

Total Creditor count 22

EXHIBIT 7

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