

ENTERED

December 06, 2023

Nathan Ochsner, Clerk

**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. 23-90886 (MI) (Jointly Administered) Re: Docket No. 238
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**ORDER AUTHORIZING RETENTION
AND EMPLOYMENT OF ALVAREZ & MARSAL
NORTH AMERICA, LLC AS FINANCIAL ADVISOR
AND PROVIDING AN INTERIM CHIEF FINANCIAL OFFICER
AND SUPPORTING PERSONNEL EFFECTIVE AS OF THE PETITION DATE**

Upon the Application, dated November 15, 2023 (the “**Application**”),² of Air Methods Corporation and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), pursuant to section 327(a), 328(a), and 1107 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016(a), and Bankruptcy Local Rules 2014-1 and 2016-1 for (i) authority to retain and employ Alvarez & Marsal North America, LLC together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors (collectively “**A&M**”) as financial advisor effective as of the Petition Date, (ii) authority for Jason Kahn to continue serving as the Interim Chief Financial Officer (“**Interim CFO**”) for Air Methods Corporation and for the

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 otherwise defined herein shall have the meanings ascribed to such terms in the Application.

Engagement Personnel to continue to assist the Interim CFO in the execution of the duties set forth in the Application, and (iii) related relief, as more fully set forth in the Application; and upon consideration of the A&M Declaration; and the Court being satisfied, based on the representations made in the Application and the A&M Declaration, that A&M is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and that A&M does not hold or represent an interest adverse to the Debtors’ estates; and this Court having found that the terms and conditions of A&M’s employment, including the Fee and Expense Structure set forth in the Engagement Letter (as modified by this Order) and summarized in the Application, are reasonable as required by section 328(a) of the Bankruptcy Code; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Application; and all objections, if any, to the Application having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Application is in the best interests of the Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Debtors are authorized pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Bankruptcy Local Rules

2014-1 and 2016-1, to retain and employ A&M as financial advisor and Jason Kahn as Interim CFO, in each case in accordance with the terms and conditions set forth in the Engagement Letter, effective as of the Petition Date, and to pay fees and reimburse expenses to A&M on the terms and at the times specified in the Engagement Letter, subject to the modifications set forth herein.

2. The terms of the Engagement Letter, including without limitation, the compensation provisions and the indemnification provisions, as modified by the Application and this Order, are reasonable terms and conditions of employment and are hereby approved.

3. Notwithstanding anything to the contrary in the Engagement Letter, the indemnity provisions of the Engagement Letter are modified during the pendency of these chapter 11 cases as follows:

- a. A&M shall not be entitled to indemnification, contribution, or reimbursement for services other than those described in the Engagement Letter and the Application, unless such services and indemnification therefor are approved by this Court;
- b. The Debtors shall have no obligation to indemnify A&M, or provide contribution or reimbursement to A&M, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from A&M's fraud, bad faith, self-dealing, or breach of fiduciary duty (if any such duty exists), gross negligence or willful misconduct or (ii) settled prior to a judicial determination as to the exclusions set forth in clause (i) immediately above, but determined by this Court, after notice and a hearing, to be a claim or expense for which A&M should not receive indemnity, contribution or reimbursement under the terms of A&M's retention by the Debtors pursuant to the terms of the Engagement Letter and Application, as modified by this Order; and
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal); and (ii) the entry of an order closing these chapter 11 cases, A&M believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order) and Application, including without limitation the advancement of defense costs, A&M must file an application therefor in this Court, and the Debtors may not pay any such amounts to A&M before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time

under which the Court shall have jurisdiction over any request for fees and expenses by A&M for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify A&M. All parties in interest shall retain the right to object to any demand by A&M for indemnification, contribution or reimbursement.

4. Notwithstanding anything to the contrary in section 4(b) of the Engagement Letter, prior to the effective date of the Debtors' chapter 11 plan, A&M shall not be entitled to the 3% flat rate for the reimbursement of overhead expenses; *provided* that, A&M shall be entitled to apply for reimbursement of any actual, necessary expenses it incurs in connection with the Debtors' chapter 11 cases.

5. A&M and Mr. Kahn are authorized to perform any services for the Debtors as set forth in the Engagement Letter and Application that are necessary or appropriate in connection with these chapter 11 cases.

6. For services rendered during these chapter 11 cases, the following language in the indemnification and limitation on liability agreement ("**Indemnity Agreement**") attached to the Engagement Letter shall be of no force and effect: in clause (D) of the Indemnity Agreement: "and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities, and expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnification Parties pursuant to the Agreement."

7. A&M shall file applications for monthly, interim (if applicable), and final allowance of compensation and reimbursement of expenses and shall be compensated for its services and reimbursed for related expenses in accordance with sections 330 and 331 of the Bankruptcy Code, and in accordance with applicable Bankruptcy Rules, Bankruptcy Local Rules, and any other applicable procedures and orders of this Court; *provided* that A&M shall not seek reimbursement from the Debtors' estates for any fees incurred in defending any of A&M's fee

applications in these bankruptcy cases. For billing purposes, A&M shall keep its time in one tenth (1/10) hour increments.

8. In the event that, during the pendency of these chapter 11 cases, A&M seeks compensation and reimbursement for any attorneys' fees and expenses, the invoices and supporting time records from such attorneys, appropriately redacted to preserve applicable privileges, shall be included in A&M's fee applications and such invoices and time records shall be in compliance with the Bankruptcy Local Rules and subject to approval of the Court under the standards of Bankruptcy Code sections 330 and 331, without regard to whether such attorney has been retained under Bankruptcy Code section 327 and without regard to whether such attorneys' services satisfy Bankruptcy Code section 330(a)(3)(C).

9. To the extent that A&M uses the services of third-party entity contractors or subcontractors (the "**Contractors**") in these chapter 11 cases and seeks to pass through the fees and/or costs of the Contractors to the Debtors, A&M shall (i) pass through the fees of such Contractors to the Debtors at the same rate that A&M pays the Contractors and (ii) seek reimbursement for actual costs of the Contractors only. In addition, A&M shall ensure that the Contractors perform the conflicts checks and file such disclosures as required by Bankruptcy Code and Bankruptcy Rules.

10. A&M shall provide ten (10) business days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the hourly rates set forth in the Application or the Engagement Letter are charged to the Debtors. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

11. A&M shall use its reasonable efforts and will coordinate with the Debtors and its other retained professionals not to duplicate any of the services provided to the Debtors by any of its other retained professionals.

12. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code.

13. Notice of this Application as provided therein constitutes good and sufficient notice of the Application.


14. To the extent that there may be any inconsistency between the terms of the Application, the Engagement Letter, and this Order, the terms of this Order shall govern.

15. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

16. The Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

17. This Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: December 06, 2023



Marvin Isgur
United States Bankruptcy Judge

United States Bankruptcy Court
Southern District of Texas

In re:
Air Methods Corporation
ASP AMC Holdings, Inc.
Debtors

Case No. 23-90886-mi
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4

User: ADIuser

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Date Rcvd: Dec 06, 2023

Form ID: pdf002

Total Noticed: 33

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 08, 2023:

Recip ID	Recipient Name and Address
db	+ ASP AMC Holdings, Inc., 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ ASP AMC Intermediate Holdings, Inc., 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ Advantage LLC, 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ Air Methods Corporation, 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ Air Methods Telemedicine, LLC, 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ Air Methods Tours, Inc., 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ AirMD, LLC, 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ Enchantment Aviation, Inc., 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ LifeNet, Inc., 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ Mercy Air Service, Inc., 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ Midwest Corporate Air Care, LLC, 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ Native Air Services, Inc., 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ Native American Air Ambulance, Inc., 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ Rocky Mountain Holdings, L.L.C., 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ Tri-State Care Flight, L.L.C., 5500 South Quebec Street, Suite 300, Greenwood Village, CO 80111-1926
db	+ United Rotorcraft Solutions, LLC, 5500 South Quebec, Suite 300, Greenwood Village, CO 80111-1926
cr	+ Airbus Helicopters, Inc., c/o Locke Lord LLP, 300 Colorado Street, Ste. 2100, Austin, TX 78701-4890
intp	+ Associated Bank, N.A., Lathrop GPM, LLP, c/o Raymond Urbanik, 2101 Cedar Springs Rd., Suite 1400 Dallas, TX 75201-2134
cr	+ Aureus Aviation, Inc., 124 Commerce Drive, Enterprise, AL 36330-7318
cr	+ Dext Capital, LLC, c/o Padfield & Stout, LLP, Christopher V. Arisco, 420 Throckmorton Street, Suite 1210, Fort Worth, TX 76102-3792
cr	+ Financial Pacific Leasing, Inc., c/o Padfield & Stout, LLP, Christopher V. Arisco, 420 Throckmorton Street, Suite 1210, Fort Worth, TX 76102-3792
cr	+ Leaf Capital Funding, LLC, c/o Padfield & Stout, LLP, Christopher V. Arisco, 420 Throckmorton Street, Suite 1210, Fort Worth, TX 76102-3792
intp	+ Public Entity Partners, 562 Franklin Rd, Ste 200, Franklin, TX 37069-8233
cr	+ Vanderbilt University Medical Center, c/o David Weitman, K&L Gates LLP, 1717 Main St., Suite 2800, Dallas, TX 75201 UNITED STATES 75201-7342

TOTAL: 24

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
op	^ MEBN	Dec 06 2023 20:16:04	EPIQ CORPORATE RESTRUCTURING, 777 3RD AVE FL 12, NEW YORK, NY 10017-1302
op	^ MEBN	Dec 06 2023 20:16:04	Epiq Corporate Restructuring, LLC, 777 Third Avenue, 12th Floor, New York, NY 10017-1302
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 06 2023 20:15:00	Fort Bend County, Linebarger Goggan Blair & Sampson LLP, C/O Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 06 2023 20:15:00	Harris County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX, 77253-3064
cr	Email/Text: sanantonio.bankruptcy@publicans.com		

District/off: 0541-4

User: ADIuser

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Date Rcvd: Dec 06, 2023

Form ID: pdf002

Total Noticed: 33

		Dec 06 2023 20:15:00	Bexar County, Linebarger Goggan Blair & Sampson, c/o Don Stecker, 112 E. Pecan Street, Suite 2200, San Antonio, TX 78205
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 06 2023 20:15:00	Montgomery County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: AGBankRevenue@ag.tn.gov	Dec 06 2023 20:15:00	TN Dept of Revenue, c/o TN Attorney General's Office, Bankruptcy Division, P.O. Box 20207, Nashville, TN 37202-4015
cr	^ MEBN	Dec 06 2023 20:15:30	Texas Comptroller of Public Accounts, Revenue Acco, Callan C. Searcy, P.O. Box 12548, Austin, TX 78711-2548
cr	Email/Text: julie.parsons@mvalaw.com	Dec 06 2023 20:15:53	The County of Comal, Texas, McCreary Veselka Bragg & Allen, PC, Attn: Julie Anne Parsons, PO Box 1269, Round Rock, TX 78680-1269

TOTAL: 9

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		Accel Aviation Accessories, LLC
cr		Ad Hoc Group
intp		American Securities, LLC and certain of its affili
cr		Ameris Bank
cr		Amynta Surety Solutions
cr		Atalaya Capital Management LP
cr		Bell Textron, Inc.
cr		Brazoria County, et al
cr		Brian McManus
cr		Dallas Airmotive, Inc.
cr		FlightSafety International
cr		Kristopher Ray Harrison Estate of
cr		Mary Susan White Bartlett Estate of
cr		McLennan County
cr		PNC Bank, National Association
cr		Post Road Equipment Finance, LLC
cr		Prime Alliance Bank, Inc.
cr		Safe Fuel Systems, LLC
cr		Standard Aero Limited
cr		Sumitomo Mitsui Finance and Leasing Co., Ltd.
cr		Summit Funding Group, Inc.
cr		Texas Health and Human Services Commission
cr		Textron Financial Corporation
cr		Truist Equipment Finance Corp.
intp		United States of America
cr		Uvalde County, et al
cr		WELLS FARGO BANK, NATIONAL ASSOCIATION
cr		WILMINGTON SAVINGS FUND SOCIETY, FSB
cr		Wilmington Trust, National Association, as trustee

TOTAL: 29 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

District/off: 0541-4

User: ADIuser

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Date Rcvd: Dec 06, 2023

Form ID: pdf002

Total Noticed: 33

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 08, 2023

Signature: /s/Gustava Winters