

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 5/31/2006

Contract/Lease Control #: C06-1371-EMI-87

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: LIFENET/AIR METHODS

Lessor:

Effective Date: 5/16/2006 \$100,000.00

Term: INDEFINITE

Description of Contract/Lease: EMERGENCY AIR AMBULANCE SERVICES

Department Manager: PUBLIC SAFETY

Department Monitor: D. VILLANI

Monitor's Telephone #: 651-7150

Monitor's FAX #: 651-7170

Date Closed:



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT Willis Towers Watson Certificate Center NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Company of Reading Penns INSURER B: Starr Indemnity & Liability Company INSURER C: Landmark American Insurance Company INSURER D: Lloyd's INSURER E: INSURER F:	
INSURED Air Methods Corporation, Tri-State Care Flight, LLC and/or any associated, subsidiary, affiliated, managed, owned, or controlled companies or entities thereof 5500 S. Quebec St. Greenwood Village, CO 80111	NAIC # 20427 38318 33138 B7874	

COVERAGES**CERTIFICATE NUMBER:** W21567783**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7015028803	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1000600310211	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$			LHA252011	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	100 0001785	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
D	Cyber Liability			W28DD9200201	10/01/2020	10/01/2021	Limit per claim 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County is included as an Additional Insured as respects to General Liability and Auto Liability.

General Liability policy(ies) shall be Primary to any other insurance in force for or which may be purchased by Additional Insured

Waiver of Subrogation applies in favor of Additional Insured with res Workers Compensation, as permitted by law

Coverage for Contractual Liability is provided under the General Liab

CONTRACT#: C06-1371-PS**AIR METHODS****EMERGENCY AIR AMBULANCE SERVICES****EXPIRES: INDEFINITE****CERTIFICATE HOLDER****CANCELL**Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536SHOULD /
THE EXPIRATION DATE THEREOF, NOTICE WILL BE
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Willis Towers Watson Northeast, Inc.
d/b/a Willis Aerospace

200 Liberty Street, 7th Floor
 New York, NY 10281

Hilary.Giroux@willistowerswatson.com

CERTIFICATE OF INSURANCE

This is To Certify To:

Okaloosa County, Florida
 Al Holzschuh
 5479 A Old Bethel Road
 Crestview, FL 32536

(Sometimes referred to herein as the Certificate Holder(s))

That the insurers listed, each for their own part, and not one for the other, are providing the following insurance:

NAMED INSURED	Air Methods Corporation, et al, and Enchantment Aviation, Inc., dba Southwest Air Ambulance dba Southwest Med Evac, AmSec entities, Air Methods Telemedicine, LLC, AirMD, LLC dba LifeSave dba LifeSave Kupono and/or any associated, subsidiary, affiliated, managed, owned or controlled companies or entities appearing above, or any company or entity for whom the Insured has agreed to be responsible for.
ADDRESS	5500 S. Quebec St., Suite 300 Greenwood Village, CO 80111
COVERAGES	Aircraft Hull and Liability and Aviation General Liability Insurance
TERRITORY	Worldwide
POLICY PERIOD	July 1, 2021 to July 1, 2022 on both dates at 12:01 AM LST
EQUIPMENT	Any and all aircraft operated by the Named Insured including the aircraft specifically listed on the Fleet and/or Equipment Schedule below.
INSURERS	Allianz Global Risks US Insurance Company and other US and Lloyds Companies – 100% (For more detailed SECURITY (the “Insurers”) information, please see Addendum 0001)

LIMITS OF LIABILITY	
Aircraft Liability and Aviation General Liability	
Combined Single Limit for Bodily Injury, Personal Injury and/or Property Damage:	USD \$50,000,000 per occurrence. Personal Injury is sub limited to USD \$25,000,000 any offense and in the aggregate.
including AVN52 (War Liability), the sublimit is:	USD \$50,000,000 per occurrence and in the aggregate, except with respect to passengers which the full policy limit to apply (this limit is included within the policy limit and not in addition to).
Additional Coverages:	NA

SPECIAL PROVISIONS

Subject always to the scope of the policies noted above and all the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: Solely as respects: (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):

The use of the terms "Additional Insured" / "Additional Insureds", when used in the context of coverages other than Liability Coverage(s), are solely for the purpose of identifying parties and does not, by virtue of the use of these terms, convey any benefits or rights not provided for under the policies.

Solely as respects Liability Coverage(s) and Solely when Required by Contract: Certificate Holder(s) is/are included as Additional Insureds (collectively, the Additional Insureds, individually, an Additional Insured) as their respective interests may appear, warranted no operational interest. The insurance extended by this policy shall not apply to, and the Certificate Holder shall not be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, handling or servicing of the aircraft by the Certificate Holder.

Fleet and/or Equipment Schedule
NA

Additional Notes
NA

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this

Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.



Date of Issue: July 1, 2021

Hilary Giroux, Authorized Representative
Willis Towers Watson Northeast, Inc. - Aerospace



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Air Methods Corporation, Tri-State Care Flight, LLC and/or any associated, subsidiary, affiliated, managed, owned, or controlled companies or entities thereof 5500 S. Quebec St. Greenwood Village, CO 80111	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Insurance Corporation	
	INSURER B: Starr Indemnity & Liability Company	
	INSURER C: Scottsdale Insurance Company	
	INSURER D: Lloyd's	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W17129059 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	TB5-291-469160-020	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ OTHER \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	1000600310201	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XBS0123933	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A Y	100 0001787	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liability		W28DD9190101	10/01/2019	10/01/2020	Limit per claim 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County is included as an Additional Insured as respects to General Liability and Auto Liability. General Liability policy(ies) shall be Primary to any other insurance in force for or which may be purchased by Additional Insured

Waiver of Subrogation applies in favor of Additional Insured with Workers Compensation, as permitted by law
Coverage for Contractual Liability is provided under the General I

CONTRACT#: C06-1371-PS
AIR METHODS
EMERGENCY AIR AMBULANCE SERVICE
EXPIRES: INDEFINITE

CERTIFICATE HOLDER

CANCELED

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

SHOW THE EXPIRATION DATE IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number TB5-Z91-469160-020
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File with Company		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

WillisTowersWatson**Willis of New York Inc d b a Willis Aerospace
CERTIFICATE OF INSURANCE**Liberty Street th Floor
New York, NY 10281
(212) 915-7652**This is To Certify To**Okaloosa County, Florida
Al Holzschuh
5479 A Old Bethel Road
Crestview, FL 32536**(Sometimes referred to herein as the Certificate Holder(s))****That the insurers listed, each for their own part, and not one for the other, are providing the following insurance**

NAMED INSURED	Air Methods Corporation, et al, and Enchantment Aviation, Inc., dba Southwest Air Ambulance dba Southwest Med Evac, AmSec entities, Air Methods Telemedicine, LLC and/or any associated, subsidiary, affiliated, managed, owned or controlled companies or entities hereafter created or constituted. "Associated, subsidiary, affiliated, managed, owned or controlled companies or entities" appearing above means any company or entity for whom the Insured has agreed to be responsible for or for which it has assumed an active management.
ADDRESS	5500 S. Quebec St., Suite 300 Greenwood Village, CO 80111
COVERAGES	Aircraft Hull and Liability and Aviation General Liability Insurance
TERRITORY	Worldwide
POLICY PERIOD	July 1, 2019 to July 1, 202 on both dates at 12:01 AM LST
EQUIPMENT	Any and all aircraft operated by the Named Insured including the aircraft specifically listed on the Fleet and/or Equipment Schedule below.
INSURERS	Allianz Global Risks US Insurance Company and other US and Lloyds Companies – 100% (For more detailed SECURITY (the "Insurers") information, please see Addendum 0001)

LIMITS OF LIABILITY**Aircraft Liability and Aviation General Liability**

Combined Single Limit for Bodily Injury, Personal Injury and/or Property Damage	USD \$50,000,000 per occurrence. Personal Injury is sub limited to USD \$25,000,00 any offense and in the aggregate
including AVN52 (War Liability), the sublimit is:	USD \$50,000,000 per occurrence and in the aggregate, except with respect to passengers which the full policy limit to apply (this limit is included within the policy limit and not in addition to).
Additional Coverages:	NA

SPECIAL PROVISIONS

Certificate No. 2019-1119

Subject always to the scope of the policies noted above and all the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: **Solely as respects: (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):**

The use of the terms "Additional Insured" / "Additional Insureds", when used in the context of coverages other than Liability Coverage(s), are solely for the purpose of identifying parties and does not, by virtue of the use of these terms, convey any benefits or rights not provided for under the policies.

Solely as respects Liability Coverage s and Solely when Required by Contract Certificate Holder(s) is/are included as Additional Insureds (collectively, the Additional Insureds, individually, an Additional Insured) as their respective interests may appear, warranted no operational interest. The insurance extended by this policy shall not apply to, and the Certificate Holder shall not be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, handling or servicing of the aircraft by the Certificate Holder.

Fleet and or Equipment Schedule
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NA

Additional Notes

NA

As respects each Certificate Holder s respective interests this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the

Willis Towers Watson

Equipment

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

Date of Issue: July 1, 2019



Tom Klaus Authorized Representative
Willis of New York Aerospace

Willis of New York, Inc. d/b/a Willis Aerospace
CERTIFICATE OF INSURANCE

200 Liberty Street, 7th Floor
 New York, NY 10281
 (212) 915-7652

This is To Certify To:

Okaloosa County, Florida
 Al Holzschuh
 5479 A Old Bethel Road
 Crestview, FL 32536



C06-1371-PS

(Sometimes referred to herein as the Certificate Holder(s))

That the insurers listed, each for their own part, and not one for the other, are providing the following insurance:

NAMED INSURED	Air Methods Corporation, including: Air Methods International, Ltd. (Ireland), United Rotorcraft Solutions, LLC, Mercy Air Service, Inc., LifeNet, Inc., dba ARCH Air Medical Services Inc., Rocky Mountain Holdings, LLC, Air Methods Transport Company, Native American Air Ambulance, Inc. Native American Air Ambulance, LLC, Advantage, LLC, Air Methods Worldwide, Inc., Enchantment Aviation, Inc., Native Air Services, Inc., Air Methods Telemedicine, LLC, Tri-State Care Flight, LLC, American Securities Partners VII Funds, ASP AMC Investco I, LP, ASP AMC Investco II, LP, Members of Management, ASP AMC Holdings, Inc., ASP AMC Intermediate Holdings, Inc. and/or any associated subsidiary, affiliated, managed, owned or controlled companies or entities thereof.
ADDRESS	5500 S. Quebec St., Suite 300 Greenwood Village, CO 80111
COVERAGES	Aircraft Hull and Liability and Aviation General Liability Insurance
TERRITORY	Worldwide
POLICY PERIOD	July 1, 2018 to July 1, 2019 on both dates at 12:01 AM LST
EQUIPMENT	Any and all aircraft operated by the Named Insured unless specifically listed on the Fleet and/or Equipment Schedule below
INSURERS	Allianz Global Risks US Insurance Company and other US and Lloyds Companies – 100%

LIMITS OF LIABILITY	
Aircraft Liability and Aviation General Liability	
Combined Single Limit for Bodily Injury, Personal Injury and/or Property Damage:	USD \$50,000,000 per occurrence. Personal Injury is sub limited to USD \$25,000,000 any offense and in the aggregate.
including AVN52 (War Liability), the sublimit is:	USD \$50,000,000 per occurrence and in the aggregate, except with respect to passengers which the full policy limit to apply (this limit is included within the policy limit and not in addition to).
Additional Coverages:	NA

SPECIAL PROVISIONS

Subject always to the scope of the policies noted above and all the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: **Solely as respects:** (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):

The use of the terms "Additional Insured" / "Additional Insureds", when used in the context of coverages other than Liability Coverage(s), are solely for the purpose of identifying parties and does not, by virtue of the use of these terms, convey any benefits or rights not provided for under the policies.

Solely as respects Liability Coverage(s) and Solely when Required by Contract: Certificate Holder(s) is/are included as Additional Insureds (collectively, the Additional Insureds, individually, an Additional Insured) as their respective interests may appear, warranted no operational interest. The insurance extended by this policy shall not apply to, and the Certificate Holder shall not be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, handling or servicing of the aircraft by the Certificate Holder.

Fleet and/or Equipment Schedule

NA

Additional Notes

NA

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this

Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

Date of Issue: July 1, 2018



Tom Klaus, Authorized Representative
Willis of New York - Aerospace

Willis of New York, Inc.
d/b/a Willis Aerospace

200 Liberty Street, New York, NY 10281
 (212) 915-8888, Fax (212) 519-5431

CERTIFICATE OF INSURANCE

This Is To Certify To:

Okaloosa County Airport Authority
 1701 State Road 85 North
 Eglin AFB FL 32542-1498

(Sometimes referred to herein as the Certificate Holder(s))

that the Insurers listed, each for their own part and not one for the other, are providing the following insurance:

NAMED INSURED:

Air Methods Corporation, including:
 Mercy Air Service, Inc., LifeNet, Inc., dba ARCH Air Medical Services Inc., Rocky Mountain Holdings, LLC, FSS Airholdings, Inc., CJ Systems Aviation Group, Inc., CJ Critical Care Transportation Systems Inc., Special Jet Services, Inc., CJ Critical Care Transportation Systems of Florida, Inc., CJ Critical Care Transportation Systems of Kentucky, Inc., United Rotorcraft Solutions, LLC, OF Air Holdings Corporation, Omniflight Helicopters, Inc., Omniflight Helicopter Services, Inc. dba Fleet Management Resources, Inc., Georgia Aeromedical dba Air Rescue 1, Air Medical Partners, LLC, Omni Transport Systems, Alabama, LLC aka LifeSaver, LLC, Omni Transport Systems, Charleston, LLC aka Meducare, LLC, Native Air Services, Inc., Native American Air Ambulance, Inc., Native American Air Ambulance, LLC, OTS (SUB), LLC, Enchantment Aviation, Inc. dba Southwest Air Ambulance dba Southwest Med Evac, American Jets, Inc., and/or any associated, subsidiary, affiliated, managed, owned or controlled companies or entities thereof.

NAMED INSURED'S ADDRESS:

7211 S. Peoria
 Englewood, CO 80112

INSURANCE COVERAGES:

Aircraft Hull and Liability and Aviation General Liability

TERRITORY:

Worldwide

POLICY PERIOD:

July 1, 2015 to July 1, 2016 on both dates at 12:01 AM LST

LIMITS OF LIABILITY:

Aircraft Liability and Aviation General Liability: Combined Single Limit Bodily Injury and Property Damage including Passenger Liability: US \$50,000,000 each occurrence, including AVN52 (War Liability) which shall be a sublimit of \$50,000,000 per occurrence and in the aggregate, except with respect to passengers which the full policy limit to apply (this limit is included within the policy limit and not in addition to it). Personal Injury sub limited to USD \$25,000,000 any offense and in the aggregate.

EQUIPMENT:

Any and all aircraft operated by the named insured.

C06-1371-PS

07-06-15A07:32 RCVD

SECURITY (the "Insurers")

Policy Period: July 1, 2015 – July 1, 2016

Insurer:

Policy Numbers:

Allianz Global Risks US Ins. Co.
1 Chase Manhattan Plaza, 37th Floor
New York, NY 10005

A2GA000137615AM

Catlin Insurance Co. Inc. through
W. Brown & Associates
19000 MacArthur Blvd., Suite 700
Irvine, CA 92612

NQC4039834

Starr Indemnity & Liability Company through
Starr Aviation Agency, Inc
3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

SASICOM60015915-05

National Union Fire Insurance Company of Pittsburgh, PA
through AIG Aerospace
100 Colony Square 1175 Peachtree Street NE, Suite 1000
Atlanta, GA 30361

FQ001851188-13

State National through
Meadowbrook Insurance Group
1520 Route 130, Suite 206
North Brunswick, NJ 08902

NDF0864931

Underwriters at Lloyd's & Various Companies
through Willis Limited
The Willis Building, 51 Lime Street
London, England EC3M 7DQ

22255A15

Several Liability Notice:

The subscribing Insurer's obligations under contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

Each of the above insures, individually for its proportion only, has authorized the undersigned to issue this Certificate on its behalf as a matter of convenience.

If Certificate(s) have been issued prior to the Date of Issue of this Certificate, this Certificate cancels and supersedes each such Certificate.

SPECIAL PROVISIONS

Subject always to the scope of the policies noted above and all the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: Solely as respects: (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):

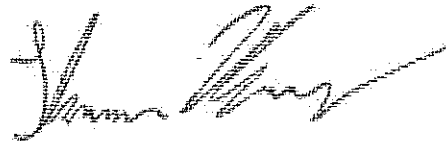
The use of the terms "Additional Insured" / "Additional Insureds", when used in the context of coverages other than Liability Coverage(s), are solely for the purpose of identifying parties and does not, by virtue of the use of these terms, convey any benefits or rights not provided for under the policies.

Solely as respects Liability Coverage(s): Certificate Holder(s) is/are included as Additional Insureds (collectively, the Additional Insureds, individually, an Additional Insured) as their respective interests may appear, warranted no operational interest. The insurance extended by this policy shall not apply to, and the Certificate Holder shall not be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, handling or servicing of the aircraft by the Certificate Holder.

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

Date of Issue: June 24, 2015



Tom Klaus, Authorized Representative
Willis of New York - Aerospace

6 March 2012

**CONTRACT # C06-1371-PS
AIR METHODS
EMERGENCY AIR AMBULANCE SERVICE
EXPIRES: INDEFINITE**

Attn: Dino Villani

Re: Okaloosa County Agreement.

AMENDMENT # 1

Mr. Villani,

We would like to make an amendment to our agreement with Okaloosa County with the following change, with the closure of GulFlight Program we would request that the GulFlight aircraft/ program be removed and replaced with the Air Heart 3 aircraft/ program.

Should you have any additional questions, please contact me at 850-529-9135 or by email at lhall@airmethods.com.

Respectfully,



Larry Hall
Field Operations Manager
Florida A08



Richard L. Brannon, Purchasing Director
03-07-12

DATE

**Mutual Aid Agreement
And
Standard Operating Procedures
Between Lifenet/Air Methods Corporation
And
Okaloosa County Emergency Medical Services**

This agreement summarizes the manner in which Lifenet/Air Methods Corporation, hereunto referred to as Gulflight, shall provide assistance and support to Okaloosa County Emergency Medical Services.

I. Initiation of Calls:

The Gulflight helicopter will be dispatched for appropriate Advanced Life Support (ALS) situations within Okaloosa County. Communications with the helicopter will be conducted on Med 9 North in the north end of Okaloosa County and Med 9 South in the south end. Helicopter landing zone information will be conducted on the DOF Red frequency for north end calls and on a tactical channel that is determined by the Okaloosa County communications center in the south end. Dispatching of the Gulflight helicopter will be through the Okaloosa County Communications Center with simultaneous notification of Lifecom communication center in Omaha, Nebraska in order to comply with Federal Aviation Administration (FAA) flight following regulations.

The Okaloosa communications center will notify Gulflight of the scene location utilizing the Okaloosa County mapping system, landmarks and GPS bearing and distance.

Gulflight helicopter will respond to requests for service in Okaloosa County for scene calls at the request of Okaloosa County EMS or other authorized emergency service agencies.

Gulflight helicopter will at all times maintain industry and company standards for safety and reserves the right at any time to turn down a flight for weather or any and all other related issues. The Gulflight flight crew will at all times be responsible for determining mission specific weather, and safety requirements.

II. Transport:

The mode of transportation (Gulflight helicopter or OCEMS ground ambulance) will be the decision of the OCEMS Paramedic and the Gulflight crew at the scene. If the patient requests a specific type of transportation and that is not appropriate, the issue will be explained to the patient. The decision on whether the patient will be transported by ground or air ambulance will be made based on patient condition, regardless of who arrives first. The Gulflight crew and OCEMS crew will assist one another in readying the patient for transport and loading him/her into the appropriate transport vehicle.

CONTRACT: EMERGENCY AIR
AMBULANCE SERVICES
CONTRACT NO.: C06-1371-EMI-87
LIFENET/AIR METHODS
EXPIRES: INDEFINITE

Diverting the Helicopter from A Scene to Hospital:

Gulflight may divert to a hospital while enroute to a scene call at the request of OCEMS. The patient, once received by that hospital's emergency department physician, becomes an interfacility transport. That Emergency Room Physician will be responsible for arranging acceptance of the patient to an appropriate facility.

Upon receipt of the request by the OCEMS crew that Gulflight divert, the communications center will contact the hospital and inquire if Gulflight assistance will be necessary. Gulflight will not proceed to that hospital unless requested by that physician. If assistance is not requested, the mission will be cancelled.

State Defined Trauma Victims:

Gulflight will transport state defined trauma victims to the closest Trauma Center as defined in Gulflight Trauma Transport Protocols.

The Gulflight crew may divert and land at any other hospital if any one of the following conditions exists:

- 1: To place life saving central lines, airway management, or place chest tubes to stabilize suspected pneumothorax/hemothorax.
- 2: In the best judgment of the on scene OCEMS Paramedics and Gulflight crew that the patient will expire enroute to the Trauma Center.
- 3: If the Trauma Alert has been called to Fort Walton Beach Medical Center, prior to arrival of Gulflight, and Fort Walton Beach Medical Center's Emergency Department physician accepts responsibility for the patient and requests the patient be transported to that facility.

III. Helicopter Launch:

1. Gulflight will launch but not land without a secure scene as determined by the Gulflight pilot. A fire department engine at the scene is desirable whenever possible.
2. Gulflight will be on stand-by at the request of OCEMS
3. Gulflight will be placed on stand-by for all multiple casualty incidents (MCI) within Okaloosa County.
4. The Okaloosa County communications center should notify the crew via the established notification system as soon as it is determined the helicopter will be launched or the stand-by cancelled so Gulflight can take the appropriate action.

IV. Helicopter Landing

1. The helicopter will not normally land until a secure landing zone has been established and prepared by the fire department personnel.
2. The helicopter may elect to land without a secured LZ only under conditions that are safe for the helicopter crew and all persons on the ground.
3. Any potential or real hazards should be relayed to Gulflight via Okaloosa County communications center.

V. Helicopter Assistance For Search And Rescue Missions

Assistance may be provided when a Public Safety/EMS Agency requests through Okaloosa County Communications aid in locating confirmed missing persons. The helicopter will be requested only after a well-defined search area has been established and there is potential for finding victims alive. Search and rescue missions of this nature will be accepted at the discretion of the Gulflight Pilot and the Gulflight Flight Paramedic who is assigned liaison responsibility with Okaloosa County EMS.

VI. Helicopter Assistance For Damage Assessment/Emergency Management Assistance

Assistance may be provided to the local area for damage assessment/emergency management assistance following a local disaster event. Any request for medical assistance from an EMS agency or any other medical facility will outweigh requests for damage assessment/emergency management assistance.

VII. Notification of Communication Center When Helicopter Is Unavailable

The Gulflight crew will immediately notify the Okaloosa County communications center when the helicopter is unavailable to respond to requests for any reason. The Okaloosa County communications center will notify any other appropriate centers in the area.

VIII. Weather Factors Affecting Helicopter Launch

The Okaloosa County Communications Center should initiate requests for helicopter launch as per procedure without regard to weather conditions. The Gulflight Pilot will determine whether the helicopter will be able to respond. The Okaloosa County Communications Center will be notified as soon as this determination has been made.

IX. Response Time For Gulflight

Gulflight will respond to all requests for service in an expeditious manner. A specific response time will not be published in the interest of safety. The helicopter will be launched as soon as possible after the pilot has done a pre-flight check of the aircraft and determined weather conditions in the area of response are in accordance with accepted aviation operations standards. The use of stand-by will enable the helicopter to respond more rapidly under most circumstances.

X. Cancellation Of Gulflight

Gulflight will only cancel enroute to a scene if requested to do so by a paramedic currently licensed in the State of Florida who is employed on a full or part time/relief basis by the local EMS provider.

XI. Addendum

This procedure will be reviewed on a quarterly basis by Okaloosa County Department of Public Safety and Lifenet/Air Methods (Gulflight) representatives. Changes, additions, or deletions will be added as appropriate when approved by the above listed agencies.

XII. Transportation Costs

The patient shall be responsible for all treatment and transportation costs. If the transport is a medical emergency Lifenet will transport or arrange transport irrespective of the patient's ability to pay.

XIII. Standards of Care

The Gulflight helicopter is staffed 24 hours (24) a day. The helicopter is medically staffed with one State Certified Paramedic and one State Licensed Registered Nurse. In the event the number of patients exceeds Gulflight's capabilities, Lifenet will assist in any way possible in arranging alternative aeromedical transportation for the patients.

XIV Insurance and Indemnification

1. **Lifenet Insurance Requirements.**

Lifenet agrees to ensure that Lifenet shall, during the Term, maintain the following minimum Insurance requirements:

- 1a. All risk ground and flight hull insurance
- 1b. Aircraft liability insurance covering injuries to passengers or third parties and damage to property in an amount not less than 20,000,000 for any one accident or series of accident's arising out of any one event. Such aircraft insurance excludes medical malpractice coverage and aggravation of injuries to passengers.

1c. Worker's compensation insurance for its employees.

2. **Indemnification.**

The parties agree to indemnify each other as follows:

- 2a. Okaloosa County agrees to indemnify and hold Lifenet harmless from any claim, up to the limits allowed under Section 768.28(5) Florida State Statutes, arising from the willful misconduct or negligence of Okaloosa County or its employee solely in connection with the performance by Okaloosa County of its obligations specified in the Agreement. Okaloosa County in no way waives sovereign immunity under this Agreement.
- 2b. Lifenet agrees to indemnify and hold Okaloosa County harmless from and against any claim for bodily injury or property damage arising from the willful misconduct or negligence of Lifenet or its employees solely in connection with the performance by Lifenet of its obligations specified in this agreement.
- 2c. Okaloosa County and Lifenet shall promptly notify the other Party of the existence of any claim, or threat of any claim, to which the Indemnification Obligations might apply.
- 2d. The Indemnification Obligations shall not limit or exclude any rights, indemnities or liability to which Okaloosa County or Lifenet may otherwise be entitled, including Okaloosa County's right to sovereign immunity.
- 2e. The Indemnification Obligations shall continue after the termination of the agreement, solely as to claims arising during the Term of this Agreement, and all rights associated with the Indemnification Obligations shall extend to the benefit of the successors or assigns of Okaloosa County and Lifenet.

XV. Force Majeure

Neither party shall be liable to the other party for failure to perform its respective obligations under this agreement if and to the extent that such failure results from causes beyond the nonperforming party's reasonable control, including without limitation such causes as strikes, lockouts, riots, fires, floods or other weather condition, natural disasters, acts of God, acts of public enemy, or any regulations, orders or requirements of any duly authorized governmental body or agency (collectively Force Majeure). If either party is unable to perform as a result of Force Majeure, it shall promptly notify the other party in writing of the beginning and estimated ending of each such period. If any period of Force Majeure

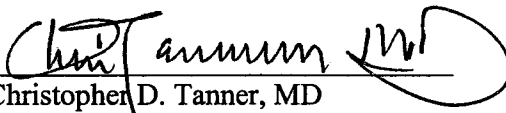
continues for thirty (30) days or more, the party not so failing in performance shall have the right to terminate this agreement upon written notice to the other party. During a period of Force Majeure, Lifenet need not maintain the Aircraft, its personnel or any special equipment on a readiness basis to perform flight services, but shall be free to utilize them elsewhere or to substitute similar aircraft, personnel or equipment.

XVI. Termination Conditions

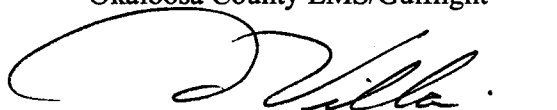
This agreement may be terminated, without cause, by either party with thirty (30) days written notice, sent certified mail, return receipt requested, to the signatures hereto.

XVII. Venue

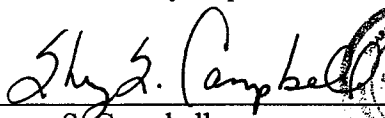
Okaloosa County and Lifenet agree that all activities shall be governed in all respects by the laws of the State of Florida, venue in the court of Okaloosa County, State of Florida.


Christopher D. Tanner, MD
Medical Director
Okaloosa County EMS/Gulflight

Date

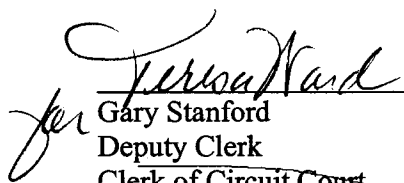

Dino J. Villani
Public Safety Director
Okaloosa County Department of Public Safety

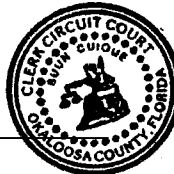
Date


Sherry S. Campbell
Chairman
Okaloosa County BCC

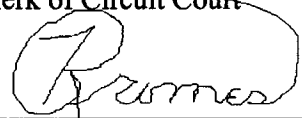


Date May 16, 2006


Gary Stanford
Deputy Clerk
Clerk of Circuit Court



Date May 17, 2006


Ken Grimes
Southeast Regional Vice-President
Lifenet/Air Methods Corporation

Date 5/4/2006