

**HELICOPTER AUCTION AGREEMENT
BID SUBMITTAL**

DATE _____

MAKE: Bell Helicopter MODEL: 412 YEAR: 1981

SERIAL NO.: 33036 REGISTRATION NO.: N412BE

REGISTRATION LOCATION: USA

CONDITION: Pre-Owned – Non-Airworthy

BIDDER NAME & TITLE: _____

BIDDER COMPANY NAME: _____

BIDDER ADDRESS: _____

COUNTRY BIDDER INTENDS TO REGISTER HELICOPTER: _____

BIDDER TELEPHONE NUMBER: _____

BIDDER E-MAIL ADDRESS: _____

HELICOPTER AUCTION BID PRICE: \$ _____ (USD)

CLOSING DATE: Upon Auction Closing July 26, 2010

NOTE: Minimum Bid Accepted: \$1,000,000 USD

DELIVERY LOCATION: Knoxville, Tennessee, USA

HELICOPTER SILENT AUCTION TERMS & CONDITION
(“Terms and Conditions”)

Warning: HelicopterBuyer reserves the right to change the online sale terms and conditions. Bidders are cautioned to periodically review these terms and conditions for possible changes.

Acceptance Period. By submitting the Bid Submittal to HelicopterBuyer, the Bidder agrees to these Terms & Conditions of sale and to pay for and remove the Helicopter, if the bid is accepted, by the date specified herein.

Registration & Submittal. A Bid Security Deposit is required for all registered Bidders. Bid Security Deposits assist in the prevention of fraudulent bidding activity and ensures that Bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. For security reasons, and to prevent fraudulent bidding activities, all registered bidders are subjects to billing address verification. No PO Box address will be accepted unless accompanied by a street address.

By submitting the Bid Submittal and the Bid Security Deposit, Bidders are agreeing to close on purchase of the Helicopter Transaction if they submit the highest bid and are designated the Awarded Bidder by HelicopterBuyer. Bidders agrees to submit their Bid as described herein and transfer Ten Percent (10%) of the Helicopter Auction Bid within 24 hours of submitting their Bid as the “Bid Security Deposit”, to McAfee & Taft A Professional Corporation and by no later than **3:00 PM CDT July 23, 2010** to

NON-INTEREST BEARING

Bank of America, N.A
Leadership Square
Oklahoma City, OK
ABA# 026009593
Account # 071601562059
McAfee & Taft Escrow Account
Attn: Judy Webb – (405) 235-9621
Re: [R/N: N431UT, S/N: 49011]

Unsuccessful Bidders will have their Bid Security Deposit returned, less a \$50.00 USD, wire transfer fee, by no later than **July 30, 2010**.

Independent (Seller) Inspection.

An Independent Inspection performed by a Bell Helicopter trained mechanic/engineer endorsed on the Bell 430 has been performed on the Helicopter and includes: Verification of the Seller’s maintenance tracking data report including major retirement and overhaul component part numbers and serial numbers; confirmation of Alert Service Bulletin (ASB) compliance; Airworthiness Directive (AD) compliance; flight instrument functionality; flight log review; helicopter and engine manuals (flight and maintenance) review; airworthy discrepancies; ground and/or flight test results; engine power assurance checks (if possible); and a general overall condition statement.

Promotional Material. Images of the Helicopter and other promotional and marketing materials may not depict an exact representation of the Helicopter and shall not be relied upon in place of written item description or as substitute for physical inspection.

Bidder’s Inspection. Bidders are welcome to perform their own pre-purchase inspection, the “Bidder’s Inspection” of the Helicopter to encompass previously described items with the exception of ground and flight tests. The Bidder will be able to reference the Independent Pre-Purchase Inspection Report findings including the engine power assurance test, mission equipment, records, manuals, flight logs, and any miscellaneous equipment included with the helicopter during **July 21-23, 2010** at the owner’s facility in Knoxville, Tennessee, USA.

Submission of Silent Bid. Bids are only accepted in whole U.S. Dollar amounts. bidding will begin on the dates and times specified in USA Central Standard Time. Bids submitted “subject to inspection” or other conditions will not be considered. Written Bids will only be accepted and may be submitted via PDF format E-mail to Info@HelicopterBuyer.com or by Fax to +1-763-753-3800. Bidders are urged to review the bidding rules. It is the responsibility of the Bidder to follow-up on the status of his/her bids.

Consideration of Bid. It is the policy of HelicopterBuyer to monitor bids and other activity to ensure the proper use of our site. HelicopterBuyer reserves the right to reject any and all Bids. Bids can be rejected for any reason, especially those containing inaccurate, incomplete or unverified information, or information which is deemed to have been given in bad faith. HelicopterBuyer monitors for suspicious bids. Such Bids are subject to investigation and cancellation at any time. If HelicopterBuyer removes a Bid, the Bidder with the next highest Bid, who is in compliance with all these Terms and Conditions, will become the current high Bid. It is a violation of law to submit Bids using a false name or any other fraudulent information, and such Bids may be rejected, even if we initially accept the Bid. Be aware that if you give us false information, we will remove you from the database and use whatever legal means and methods available to prosecute.

Oral Statements and Modification. No oral statements or representation of the Helicopter by HelicopterBuyer made will be valid or binding unless furnished or agreed to in writing.

Notification of Sale Results. The Awarded Bidder will be notified by E-mail and must contact HelicopterBuyer by telephone or E-mail within 24 hours from the date and time the award. Bid results will not be furnished by E-mail or fax. It is the Awarded Bidder’s responsibility to follow-up on the status of his/her bid and to ensure that his/her E-mail address and all registration data are kept accurate and up to date. If at any time, your information changes, it is your responsibility to update the appropriate information to HelicopterBuyer. Warning: If any E-mails are undeliverable and returned due to an inaccurate E-mail address, HelicopterBuyer may remove such registrants from the database.

Helicopter Purchase Agreement Review. By submitting a bid, the Awarded Bidder hereby acknowledges having reviewed the Helicopter Purchase Agreement and accepted it as to form. The Awarded Bidder shall have 3 business days to sign and provide to HelicopterBuyer the Helicopter Purchase Agreement from the date of award. If not timely signed and provided, the Awarded Bidder shall lose the bid and lose the Bid Security Deposit as liquidated damages and not as a penalty.

Payment and Removal Timeframes. Property must be paid for and closing on sale of the helicopter occur within 4 business days of notice of award.

Form of Payment. Payment is restricted to US Currency via wire transfer to McAfee & Taft A Professional Corporation as specified herein this Helicopter Auction Agreement. All sales are final.

Removal. The Awarded Bidder is cautioned that they are responsible for loading and removal of the Helicopter from the current location at: **UT Lifestar, 1924 Alcoa Highway, Knoxville, TN 37920, USA.** All work necessary to effect the removal of the Helicopter, to include preparation, packing, and loading and transporting for ground/sea/air freight shipment or flight preparations and departure following closing is the sole responsibility of Awarded Bidder/Buyer.

Default. Bidders are cautioned to bid only on the Helicopter if they are prepared to pay for and remove the Helicopter in accordance with the auction/sale Terms and Conditions. Failure to pay for and remove the Helicopter awarded within the specified time could result in termination of contract. The Bidder will also be subject to paying liquidated damages by forfeiting the ten percent (10%) Bid Security Deposit placed by Bidder to McAfee & Taft A Professional Corporation.

Further, if the Helicopter has been paid for but not removed in the time period specified, the Awarded Bidder is subject to additional charges and penalties equal to **One Thousand USA Dollars (\$1,000.00USD) per day** until Helicopter is removed from its location.

Modification of Bids. Bids received for the Helicopter may be revised before the closing date of July 26, 2010 if provided by submitting a revised Bid Submittal and provided the previous Bid Security Deposit has been received in Escrow for the initial Bid. Bidders cannot cancel bids.

Bid Extensions. Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt HelicopterBuyer to extend the closing time for an auction. Extensions range from 1 hour to 2 business days based on the aforementioned criteria, to insure fair and full competition.

Cancelled Auction. Due to problems encountered from time to time, situations may arise that warrant HelicopterBuyer cancelling an award because the value of the Helicopter was not met. The Helicopter may be reoffered at a later date. If cancelled, all Bid Security Deposits shall be returned less a \$50.00 USD, wire transfer fee.

Terminated Silent Auction. It may be necessary to withdraw the Helicopter from bidding due to uncontrollable circumstances. The Silent Auction may be terminated because the Helicopter is no longer available. The Helicopter may or may not be reoffered at a later date. If terminated, all Bid Security Deposits shall be returned less a \$50.00 USD, wire transfer fee.

Reoffering and Resale of Helicopter: Please be advised that the Helicopter available by HelicopterBuyer is exclusively being offered for sale and may not be advertised, offered, pre-sold, or otherwise represented as the property of the bidder for personal gain, prior to the award, payment and full closing on purchase of the Helicopter by the Awarded Bidder.

Special Security Notification. Bidders are warned that the misuse of items to compromise national security and/or to create or disseminate biological warfare agents is illegal. Further, the re-sale and/or exportation of certain technological items to countries subject to trade security controls is prohibited as outlined in the "Export Restriction Notice" referenced in the Other Special Requirements below. Bidders may be subject to prosecution if items are used for illegal activity.

Other Special Requirements. Any offering from the HelicopterBuyer Web site is subject to the General Sale Terms & Conditions. Subject to the General Sale Terms & Conditions and other conditions specified herein, Bidder offers and agrees to purchase the Helicopter at the price specified in the Bid Submittal as indicated. Bidder understands and agrees that it may be required to provide various supporting documents including, but not limited to, corporate structure, banking information, personal addresses and photocopies of passports or principals involved in the purchase and funding of the transaction, and any other items that Seller may deem necessary to comply with United States regulations and laws. Bidder acknowledges and agrees that Seller's obligation to provide any products, services or information in this auction may be subject to the provisions of the United States (U.S.) Export Administration Act (50 USC 2401-2420) and the Export Administration Regulations (EAR) (15 CFR 768-799) promulgated thereunder; the U.S. Arms Export Control Act (22 USC 2751-2779) and the International Traffic in Arms Regulations (ITAR) (22 CFR 120-130) promulgated thereunder; the Regulations of the Office of Foreign Assets Control of the U.S. Treasury (31 CFR 500-599); the Regulations of the Bureau of Alcohol, Tobacco, and Firearms (ATF) (27 CFR 447-555); the Homeland Security Act of 2002 and the U.S. Customs Regulations (19 CFR 1-199) promulgated thereunder; Canadian Export and Import Permits Act (RS Chapter E-19) and the Export Permits/Import Permits Regulations promulgated thereunder; the Canadian Defense Production Act and the Canadian Controlled Goods Regulations promulgated thereunder; the Canada Customs Act/ Special Import Measures Act and the Canada Customs Regulations promulgated thereunder; and the US Foreign Corrupt Practices Act, as well as such export/import restrictions of any other jurisdiction as may apply to the export/import of the aircraft or its technical data. Bidder understands and agrees that neither HelicopterBuyer nor the seller makes any representation regarding whether Bidder may export the Helicopter outside of the territories of the United States of America and Canada. Any export of aircraft requirements and expenses imposed by applicable laws, rules and regulations are solely Bidder's responsibility and Bidder holds HelicopterBuyer and the seller harmless therefrom.

Law Selection. By engaging in the bidding process, you agree: (1) that these Terms and Conditions govern you relating to your dealing with HelicopterBuyer for this auction; (2) that Tennessee law exclusively governs those dealings, these Terms and Conditions and the auction process; (3) that any damages against HelicopterBuyer shall be limited to the amount of the Bid Security Deposit actually paid by you according to these Terms and Conditions and (4) that any dispute you may have with HelicopterBuyer relating to those dealings, these Terms and Conditions and the auction process shall be governed by the Federal Arbitration Act (9 USC 1–14) and conducted in Nashville, Tennessee through confidential binding arbitration using the Commercial Arbitration Rules of and the arbitration service of the American Arbitration Association with each side paying ½ of the administration and arbitrator’s fee, and each party responsible for their own legal fees, costs and disbursements and that a final award may be docketed in any court of competent jurisdiction.

SILENT AUCTION HELICOPTER PURCHASE AGREEMENT

DATE _____

MAKE: Bell Helicopter MODEL: 412 YEAR: 1981
SERIAL NO.: 33036 REG. NO.: N412BE EST. ACTT: 17,070 hours
TOTAL PURCHASE PRICE: \$ _____ USD

CLOSING DATE: No later than August 16, 2010

Buyer: _____ hereinafter referred to as "Buyer"

Seller: MedTrans Corporation hereinafter referred to as "Seller"

TERMS AND CONDITIONS

Preliminary

- 1) The full aircraft configuration is set out on Exhibit A. The total auction bid price stated in this Helicopter Purchase Agreement is a fixed price being offered by Bidder to Seller for the configuration described in **Exhibit A**. Seller will solely determine the "Awarded Bidder", hereinafter "Buyer", if any.
- 2) Upon execution of this Helicopter Purchase Agreement by Buyer and Seller no later than July 30, 2010, Buyer shall have placed a ten percent (10%) non-refundable deposit, "Deposit" equal to _____ (\$ _____ USD) to Jetstream Escrow & Title Service, the "Escrow Company". Upon and in consideration of Escrow Company receipt of the Deposit, Seller will remove the Helicopter from the market pending timely closing under this Helicopter Purchase Agreement or until Buyer's material breach of this Helicopter Purchase Agreement.

Pre-Purchase Inspection

- 3) Seller has provided Buyer with the helicopter maintenance tracking report of component information, and equipment list on the aircraft, and independent pre-purchase inspection findings report. The Buyer has had the opportunity to perform a Pre-Purchase Inspection of the helicopter during the Silent Auction Inspection Period July 21-23, 2010. The aircraft configuration is attached herein as Exhibit A. Buyer has either completed the Pre-Purchase Inspection of the Helicopter and found it acceptable or has waived the Pre-Purchase Inspection per the Silent Auction Terms and Conditions. Buyer's technician had full access to inspect the Helicopter, review all airframe and engine records, maintenance documents, manuals, alert service bulletin (ASB) and airworthiness directive (AD) compliance data etc., and all associated miscellaneous equipment included with the Helicopter, if any. Seller provided flight test results (for airworthy aircraft) or ground run data (if applicable and if engines functional) or borescope engine inspection results, if available, should the engines be inoperable.

Buyer shall execute the Helicopter Acceptance Agreement and fax the execution to Seller and Escrow Company. Once Buyer executes the Helicopter Acceptance Agreement and submits copy to Seller and Escrow Company, the Closing shall proceed as provided herein. If Buyer does not close the transaction as specified herein, the transaction shall terminate and Seller will retain the Deposit as liquidated damages.

- 4) Time is of the essence in this Helicopter Purchase Agreement. Buyer and Seller will approve and execute this Helicopter Purchase Agreement as soon as possible and no later than July 30, 2010.
- 5) Seller agrees to execute the Helicopter Purchase Agreement and fax or submit via PDF E-mail the execution to Buyer and the Escrow Company immediately upon such execution.
- 6) Buyer agrees to execute the Helicopter Purchase Agreement and fax or submit via PDF E-mail the execution to Seller and Escrow Company immediately upon such execution.

Helicopter Documentation

- 7) Subject to, or waiver of, the Pre-Purchase Inspection, Buyer agrees to purchase the Helicopter in the As-Is-Where-Is condition as specified in Exhibit A and in this Helicopter Purchase Agreement.
- 8) Seller agrees to provide all available STC's and Form 337 or equivalent documentation.
- 9) Seller will provide all available flight manuals, maintenance manuals, aircraft and engine log books, tie downs, inlet covers, and all aircraft records and documentation included.
- 10) Seller agrees to endorse to Buyer and submit the original FAA Bill of Sale to the Escrow Company upon fax or PDF E-mail receipt of Buyer's executed Helicopter Acceptance Agreement.

Escrow Closing Terms & Procedures

- 11) Buyer and Seller agree to use McAfee & Taft A Professional Corporation as the Escrow Company to Close the Helicopter transaction.

Frank L. Polk
McAfee & Taft A Professional Corporation.
10th Floor, Two Leadership Square,
211 North Robinson
Oklahoma City, OK 73102
(405) 552-2201 Phone
(405) 228-7401 Fax
Frank.polk@mcafeetaft.com

- 12) The helicopter will be sold without an International Registry of Aircraft (IR) filing also known as a "Non-IR Closing".
- 13) Buyer and Seller agree to equally pay the Escrow Company service fee estimated to be \$1,700.00 USD or \$850.00 USD each without an IR Closing; however, the actual fee may adjust somewhat relating to actual document drafting and review time.

- 14) Buyer agrees to submit 50% of the Escrow service fee prior to Closing.
- 15) Possession, title, property and risk in the Helicopter shall pass from Seller to Buyer upon Closing. Buyer agrees to provide complete Helicopter insurance coverage and bear the risk of loss of the Helicopter upon Closing.
- 16) Closing shall occur on or before August 16, 2010 and is defined for this Helicopter Purchase Agreement as the completion of the following:
 - A. Escrow company receipt of fax or PDF E-mail copies of the Buyer's and Seller's executed Helicopter Purchase Agreement,
 - B. Escrow Company receipt of Buyer's fax or PDF E-mail copy of the executed Acceptance Agreement,
 - C. Escrow Company receipt of a fax or PDF E-mail copy of the Helicopter FAA Deregistration (if applicable),
 - D. Escrow company receipt of the Seller's original FAA Bill of Sale,
 - E. Escrow company receipt of faxed Seller's and Buyer's signed Escrow Terms Addendum to Silent Auction Helicopter Purchase Agreement.
 - F. Seller's receipt of the Buyer's Deposit in the amount of _____ (\$_____),
 - G. Escrow company receipt of the balance of Buyer's Total Purchase Price funds in the amount of _____ USA Dollars (\$_____),
 - H. Escrow Company receipt of the Buyer's 50% of the Escrow service fee in the amount of \$850.00 USD,
 - I. Escrow Company receipt of Buyer's fax copy or E-mail of the Buyer Authorization to Close Transaction (Exhibit C) following Buyer Acceptance to authorize Closing on the Helicopter transaction and to allow the transfer of balance of the Total Purchase Price funds, less the 50% of the Escrow service fee, and the HelicopterBuyer broker commission to Seller's bank account,
 - J. Seller's receipt via wire transfer of the Total Purchase Price funds specified at the onset of this Agreement, less 50% of the Escrow service fee, and less Seller's brokerage fee as per Seller's Exclusive Helicopter Brokerage Agreement dated January 8, 2010 by and between Seller and HelicopterBuyer, Inc.,
 - K. Purchase Price funds, less the 50% of the Escrow service fee, to Seller's bank account,
 - L. Buyer's receipt of a fax or PDF E-mail copy of the original FAA Bill of Sale,
 - M. Upon Closing, the Escrow Company will submit the original FAA Bill of Sale to FAA headquarters in Oklahoma City, Oklahoma,
 - N. Buyer's possession of the Helicopter at the Seller's facility in Knoxville, Tennessee.

General Terms & Conditions

- 17) The equipment sold pursuant to this Helicopter Purchase Agreement is sold in the “As-Is Where-Is” condition basis and as described in this Helicopter Purchase Agreement without warranties, except any warranties that may exist under Clause 18.
- 18) EXCEPT FOR GUARANTEE OF FAA TITLE, SELLER MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR ARISING FROM COURSE OF DEALING AND USAGE IN TRADE, INCLUDING ALL WARRANTIES OF DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS RELATING TO THE EQUIPMENT SOLD.
- 19) Buyer assumes full responsibility for its employees, officers, agents and business invitees and agrees to indemnify and hold Seller harmless from and against any claim, demand, action or cause of action which may be asserted by any person arising out of any damage, injury or death suffered by acts, omissions or defaults of Buyer or any of Buyer’s employees, officers, agents or business invitees, and bear any reasonable expense which Seller may have by reason thereof, on account of being charged therewith, including reasonable attorneys’ fees.
- 20) Seller assumes full responsibility for its employees, officers, agents and business invitees and agrees to indemnify and hold Buyer harmless from and against any claim, demand, action or cause of action which may be asserted by any person arising out of any damage, injury or death suffered by acts, omissions or defaults of Seller or any of Seller’s employees, officers, agents or business invitees, and bear any reasonable expense which Buyer may have by reason thereof, on account of being charged therewith, including reasonable attorneys’ fees.
- 21) Buyer understands and agrees that it may be required to provide various supporting documents including, but not limited to, corporate structure, banking information, personal addresses and photocopies of passports or principals involved in the purchase and funding of the transaction, and any other items that Seller may deem necessary to comply with United States regulations and laws.
- 22) This Helicopter Purchase Agreement shall be construed in accordance with the Laws of Tennessee, USA and all disputes arising hereunder shall be heard by a court of competent jurisdiction in Nashville, Tennessee.
- 23) This Helicopter Purchase Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications.
- 24) This Helicopter Purchase Agreement may not be modified except by written instrument, including any mutually agreeable extension dates, signed by all of the parties.
- 25) Neither party may assign its rights under this Helicopter Purchase Agreement without the prior written consent of the other party.
- 26) Neither party will discuss or disclose the terms and/or conditions of this Helicopter Purchase Agreement to any third party except HelicopterBuyer, Inc., the parties legal and financial advisors and lenders, as required by this Helicopter Purchase Agreement, as otherwise required by law or as mutually agreed to in writing prior to any disclosure.

- 27) The execution, delivery and performance of the terms and conditions of this Helicopter Purchase Agreement have been duly authorized by all requisite corporate action of the parties. The persons executing this Helicopter Purchase Agreement represent and have full authority by their respective party to execute and deliver this Helicopter Purchase Agreement.
- 28) Failure at any time to enforce any provision of this Helicopter Purchase Agreement shall not be construed as a waiver of such provision and shall not affect the right of either party thereafter to enforce each and every provision of this Helicopter Purchase Agreement.
- 29) If any action or proceeding shall be brought to enforce any of the terms and conditions of this Helicopter Purchase Agreement by either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party, including reasonable costs of collection on any amounts due hereunder.
- 30) Buyer shall pay, in addition to the Total Purchase Price, all sales or use taxes, excise tariffs, and any similar taxes or charges (other than Seller's income taxes) attributable to the sale of the Helicopter by the manufacturer to Seller and resale to Buyer, or otherwise applicable to this transaction whether imposed on Seller or Buyer and whenever imposed.
- 31) Buyer understands and agrees that it may be required to provide various supporting documents including, but not limited to, corporate structure, banking information, personal addresses and photocopies of passports or principals involved in the purchase and funding of the transaction, and any other items that Seller may deem necessary to comply with United States regulations and laws. Buyer acknowledges and agrees that Seller's obligation to provide any products, services or information under this HELICOPTER PURCHASE AGREEMENT may be subject to the provisions of the United States (U.S.) Export Administration Act (50 USC 2401-2420) and the Export Administration Regulations (EAR) (15 CFR 768-799) promulgated thereunder; the U.S. Arms Export Control Act (22 USC 2751-2779) and the International Traffic in Arms Regulations (ITAR) (22 CFR 120-130) promulgated thereunder; the Regulations of the Office of Foreign Assets Control of the U.S. Treasury (31 CFR 500-599); the Regulations of the Bureau of Alcohol, Tobacco, and Firearms (ATF) (27 CFR 447-555); the Homeland Security Act of 2002 and the U.S. Customs Regulations (19 CFR 1-199) promulgated thereunder; Canadian Export and Import Permits Act (RS Chapter E-19) and the Export Permits/Import Permits Regulations promulgated thereunder; the Canadian Defense Production Act and the Canadian Controlled Goods Regulations promulgated thereunder; the Canada Customs Act/ Special Import Measures Act and the Canada Customs Regulations promulgated thereunder; and the US Foreign Corrupt Practices Act, as well as such export/import restrictions of any other jurisdiction as may apply to the export/import of the aircraft or its technical data.
- 32) Buyer understands and agrees that Seller makes no representation regarding whether Buyer may export the Helicopter outside of the territories of the United States of America and Canada. Any export of aircraft requirements and expenses imposed by applicable laws, rules and regulations are solely Buyer's responsibility and Buyer holds Seller harmless therefrom.
- 33) This Helicopter Purchase Agreement may be signed in counterparts, all of which taken together shall constitute one and the same instrument.
- 34) The provisions of paragraphs 17, 18, 19, 20, 22, 26, 27, 28, 29, 30, 31, and 32 of this Helicopter Purchase Agreement shall survive closing on purchase of the Helicopter.

Helicopter Purchase Agreement Approvals

By signing below, the undersigned acknowledge that they agree to be bound by this Helicopter Purchase Agreement and have fully read and understand all of its Terms and Conditions.

BUYER NAME-ADDRESS-PHONE

NAME

MAILING ADDRESS: STREET, CITY, STATE/PROVINCE, ZIP, AND COUNTRY

PHONE

FAX

BY:

ITS:

SELLER NAME-ADDRESS-PHONE

MedTrans Corporation

NAME

2871 Lake Vista Drive, Suite 150, Lewisville, TX, 75067 USA

STREET, CITY, STATE/PROVINCE, ZIP, AND COUNTRY

(972) 829-8360

PHONE

FAX

BY:

ITS:

EXHIBIT A

Aircraft Specifications

1981 Bell Helicopter 412

S/N: 33036, R/N: N412BE, ACTT: 17,070 hours

Pratt & Whitney Canada Engines

Engine #1 S/N: CP-PS-63466

Engine #2 S/N: CP-PS-62253

Combining Gearbox S/N: CP-GB-13072

DESCRIPTION

1. Single Pilot IFR, 3-Axis Autopilot
2. Dual Controls
3. Rotor Brake
4. ERA Auxiliary Fuel Tank / Step
5. Heater
6. Keith Air Conditioner
7. Co-Pilot Instruments
8. Upgraded Pilot & Co-Pilot Clock
9. SX-16 Night Sun Search Light
10. Tailboom Anti-Collision Light
11. BLR Tailboom Strakes
12. Non-Matching Standard Bell LH & RH Sliding Doors & Belly Panel
13. Exterior: White, Red & Blue Paint
14. Interior: Beige, Grey & Blue EMS

AVIONICS & RADIOS

1. Dual King KTR 908 VHF Comm
2. Dual King KNR 634 Nav
3. King KDF 805 ADF
4. King KDM 706 DME
5. King KLN 900 GPS
6. Wulfsberg RT 5000 Transceiver
7. Shadin ADC 2000 Fuel / Air Data
8. HSI & Marker Beacons
9. Mark KXXII EGPWS
10. Flight Director Nav Coupler
11. Outerlink Tracking System
12. Stormscope
13. Radar Altimeter
14. King KT 70 & KXP 756 Transponders
15. Crew & Rear Audio Panels
16. Narco 910 ELT
17. Standby Attitude Indicator

EMS EQUIPMENT

1. Air Methods EMS Interior
2. LH & RH Propaq Mount
3. Medical Floor
4. Center Medical Cabinet
5. (3) Med Attendant Seats
6. Upper & Lower Medical Wall
7. LH & RH Litter Support, Stretcher & Blue Scuff Boards
8. (2) Vacuum Pumps
9. (2) Medical Inverters
10. Med Wall Clock
11. (2) Air Pumps
12. Medical Battery
13. LOX Converter
14. LH & RH Pylon Pouch

Helicopter Equipment Subject to Buyer Verification Upon Inspection

EXHIBIT B

Acceptance Agreement

_____ has completed a satisfactory Pre-Purchase Inspection of the 1981 Bell 412 helicopter, S/N 33036, N412BE. The helicopter has been inspected, or the inspection has been waived per the Silent Auction Bid terms and conditions, along with the equipment, records and documentation and _____ hereby accepts the aircraft and in the "As-Is Where-Is" condition, subject to the terms and conditions of the Helicopter Purchase Agreement dated _____ by and between _____ and Med-Trans Corporation. The parties agree to Close on the transaction by no later than 12:00 PM CDT August 16, 2010.

BUYER

Title: _____

Dated: _____, 2010

EXHIBIT C

Buyer Authorization to Close Transaction

MAKE: Bell Helicopter MODEL: 412 YEAR: 1981

SERIAL NO.: 33036 REGISTRATION NO.: N412BE

REGISTRATION LOCATION: USA

TOTAL PURCHASE PRICE: \$ _____ (USD)

CLOSING DATE: No later than 12:00 PM CDT on August 16, 2010

_____ authorizes McAfee & Taft A Professional Corporation to disburse *the balance of* the Total Purchase Price funds placed in Escrow (As per the Helicopter Purchase Agreement dated _____ 2010 between _____ and MedTrans Corporation in the amount of _____ US Dollars (\$ _____) less the Seller's share of the Escrow Service Fee to Seller, to MedTrans Corporation via wire transfer to conclude the transaction.

Buyer:

Date: _____, 2010