

**Escrow Terms Addendum to Silent Auction Helicopter Purchase Agreement**

1. **Parties.** The "Seller" is Med-Trans Corporation, the "Buyer" is \_\_\_\_\_, and the "Escrow Agent" is McAfee & Taft A Professional Corporation. Buyer, Seller, and Escrow Agent are collectively referred to herein as the "Parties".

2. **Deposit of Escrow Funds.** Buyer shall deposit the sum of US \$ \_\_\_\_\_ (the "**Purchase Price**") with the Escrow Agent by wire transfer to the Escrow Account (the "**Escrow Account**");

**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: 49012]

(the Purchase Price is also referred to herein as the "**Escrow Funds**", the bank referenced above is the "**Bank**"). The Escrow Funds shall be held for the benefit of the Buyer and Seller pursuant to the terms and conditions of this Agreement and that certain Silent Auction Helicopter Purchase Agreement dated \_\_\_\_\_, 2010. The parties hereto agree that Escrow Agent shall not be liable or responsible in any respect for any losses or damages as may result or allegedly result from any act or omission of the Bank, including any failure of the Bank to correctly follow any instructions of the Escrow Agent, or the failure, insolvency or bankruptcy of the Bank or the appointment of any receiver or similar official for the Bank.

3. **Closing.** The Escrow Agent will close the transaction contemplated herein following receipt of written instructions (including facsimile transmission or email) from Seller and Buyer to close and confirmation of the account information for wire transfer of the Escrow Funds.

4. **Escrow Account.** The Escrow Account is a trust account under Rule 1.15(d) of the Oklahoma Rules of Professional Conduct, 5 O.S.A. Ch1, App. 3-A. As such, interest, if any, gained on said Escrow Funds will be remitted to the Oklahoma Bar Association pursuant to Rule 1.15(d) and the parties will not receive interest on the Escrow Funds. The Bank's wiring deadline for transferring funds out of the Escrow Account is 3:00 p.m., Central Standard Time.

5. **U.S.A. Patriot Act Compliance.** The Uniting and Strengthening America by Providing Appropriate Tools

Required to Intercept and Obstruct Terrorism (U.S.A. Patriot) Act of 2001," Pub. L. No. 107-56 (the "**Patriot Act**") requires certain due diligence in connection transaction involving "financial institutions" as defined therein. The ESCROW AGENT takes the position it is either not a "financial institution" as defined in the Patriot Act, or this transaction is otherwise specifically exempt from the requirements of the Patriot Act.

a. In support of this position, (i) each wire transfer must be wired to the ESCROW AGENT directly from an account held in the name of the Buyer (not a parent, subsidiary, related company, officer or director), (ii) all funds are funds which are an integral part of the transaction and (iii) ESCROW AGENT may only wire funds at closing to parties that are an integral part of the transaction.

b. As a precautionary matter, the Escrow Agent also maintains a Customer Identification Program ("**CIP**") in accordance with the Patriot Act. In accordance with the CIP, each Party hereby acknowledges that the name of the party as noted above is accurate and the address noted herein is its principal place of business. Each Party hereby agrees to provide Escrow Agent with information pertaining to the formation, existence, management and ownership of any party who will send or receive funds as part of the transactions contemplated by this Agreement. Each Party hereby confirms that neither it nor its owners, management or any affiliates appear on the following list of known or suspected terrorist organizations: Financial Action Task Force on Money Laundering (<http://www.fatf-gafi.org>); United States Department of State International Narcotics Control Strategy Report (<http://www.state.gov/p/inl/rls/nrcrpt>); United States Department of the Treasury, Office of Foreign Assets Control (<http://www.treas.gov/offices/enforcement/ofac/index.html>); United States Department of Commerce, Bureau of Industry and Security (<http://www.bis.doc.gov/dpl/thedeniallist.asp>); United States Department of Commerce, Bureau of Industry and Security (<http://www.bis.doc.gov/Entities/Default.htm>).

6. **Limitation of Escrow Agent's Liability.** The Escrow Agent shall not be liable for any action taken or omitted to be taken by it while acting in good faith and in the exercise of its judgment, under this Agreement or any instrument executed pursuant hereto, or in connection herewith or therewith, except for its own willful, criminal misconduct or gross negligence, nor be responsible for the effectiveness, enforceability, validity or due execution of this Agreement or any instrument executed pursuant hereto including, without limitation the Authorization to Close or Funds Disbursement

Instructions. The Escrow Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any notice, consent, certificate, statement, signature or writing which it believes to be genuine and to have been presented by a proper person. Any document or instrument delivered to the Escrow Agent which purports to have been signed or executed by any of the Parties and/or other persons shall be conclusive evidence (absent the Escrow Agent's willful misconduct or gross negligence) that the person or entity signing on behalf of the Parties and/or other person, as applicable, had full and complete authority to sign and deliver the document or instrument on behalf of such party and/or person, and the Escrow Agent shall be entitled to rely, without investigation, upon the authenticity thereof. In the event of any disagreement between any of the Parties, or between them or any of them and any other person, resulting in divergent or adverse claims or demands being made in connection with the subject matter of this Agreement, or in the event the Escrow Agent, in good faith, is in doubt as to what action should be taken hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any person for its good faith failure or refusal to act; and the Escrow Agent shall be entitled to continue to so refrain from acting until (i) the rights of the parties shall have been fully and finally adjudicated by a court of competent jurisdiction or (ii) all differences shall have been adjusted and all doubt resolved to the satisfaction of the Escrow Agent by agreement among all of the interested persons and the Escrow Agent shall be notified thereof in writing signed by all such persons and entities. Further, in the event of any such dispute or controversy, the Escrow Agent may, in its sole discretion, institute an interpleader action, a declaratory judgment or other appropriate legal action in any court of competent jurisdiction to determine the rights of the parties involved. Should action be instituted, or should the Escrow Agent become involved in legal proceedings in any manner whatsoever on account of this Agreement, the Escrow Documents or the Escrow Funds, the Parties hereby bind and obligate themselves and their heirs, personal representatives, successors and assigns to pay Escrow Agent the reasonable attorneys' fees incurred by Escrow Agent to retain legal counsel, as well as any other disbursements, expenses, losses, costs or damages in connection with or resulting from such

litigation, except such as may have been caused by the gross negligence or willful, criminal misconduct of the Escrow Agent. The Parties further agree that Escrow Agent shall not be liable for any losses or damages as may result from any act or failure to act by the Bank, or the financial failure of the Bank.

As between themselves and the Escrow Agent, Parties agree to indemnify and hold the Escrow Agent harmless from all losses, costs, damages, expenses and attorneys' fees suffered or incurred by Escrow Agent arising from acts or omissions of the Escrow Agent in the good faith performance of or pursuant to or in connection with this Agreement, except such acts or omissions as may be the result of the Escrow Agent's gross negligence or willful, criminal misconduct.

The Parties hereby agree and acknowledge that any and all of the rights, protections, indemnifications and limitations of liability extended to the Escrow Agent under this section extend to the officers, shareholders, employees and agents of the Escrow Agent, and the terms of this section shall survive the closing of the transaction and or termination of this agreement.

7. Notices. Any notice or communication hereunder shall be given in writing by serving the same upon the party to whom the notice is addressed by telecopy, via overnight courier service, or by certified mail, return receipt requested, at the addresses to be provided to Escrow Agent by the Parties:

8. Fax Signatures and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties agree that this Agreement is valid and binding upon the execution and delivery of same via facsimile transmission or email. The Escrow Agent may rely and act upon a fax or email communication of any notice or instruction described herein. The Escrow Agent shall have no responsibility or duty to ascertain the truthfulness or accuracy of any instruments contemplated herein, including notice or instructions and the Escrow Agent may assume that the persons executing any such instruments, including notices or instructions, had the authority to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Aircraft Purchase/Sales Agreement Escrow Terms Addendum effective as of \_\_\_\_\_ 2010.

McAfee & Taft A Professional Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER.

By: \_\_\_\_\_  
Title: \_\_\_\_\_