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R. A. HARKUS

Keystone

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THIS AGREEMENT MADE THIS 10TH DAY OF JUNE, 1982, BY AND BETWEEN KEYSTONE HELICOPTER CORPORATION, A PENNSYLVANIA CORPORATION, WITH ITS PRINCIPAL OFFICE IN WEST CHESTER, PENNSYLVANIA (HEREINAFTER CALLED "CONTRACTOR"), PARTY OF THE FIRST PART, AND RADIATION MANAGEMENT CORPORATION, A COMPANY WITH ITS OFFICES IN PHILADELPHIA, PENNSYLVANIA (HEREINAFTER CALLED "COMPANY"), PARTY OF THE SECOND PART,

WITNESSETH, THAT THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. CONTRACTOR AGREES TO MAKE AVAILABLE TO COMPANY ON A CONTRACT BASIS, ON REASONABLE NOTICE, A 6 PASSENGER BELL LONGRANGER HELICOPTER, OR A 5 PASSENGER FIXED WING AIRCRAFT FOR ITS USE, TOGETHER WITH A DULY LICENSED PILOT, TO BE USED FROM TIME TO TIME AS REQUISITIONED BY COMPANY FOR MEDICAL EVACUATION PURPOSES, AND OTHER USES THAT MAY ARISE FROM TIME TO TIME. CONTRACTOR SHALL PICK UP COMPANY'S MEDICAL TEAM AT SUCH TIMES AND PLACES AND TRANSPORT THEM OVER SUCH ROUTES AND TO SUCH POINTS AS COMPANY MAY SPECIFY IN ANY PARTICULAR REQUISITION, PROVIDED THAT TIMES, PLACES, AND ROUTES SHALL BE SUBJECT TO CONTRACTOR'S APPROVAL.

2. CONTRACTOR AGREES TO FURNISH AT ITS OWN COST AND EXPENSE:

- (A) ALL SUPPLIES, FUEL, OIL, SPARE PARTS, AND EQUIPMENT NECESSARY FOR PROPER OPERATION AND MAINTENANCE OF ITS HELICOPTERS.
- (B) ALL OF THE LICENSED, SKILLED AND OTHER PERSONNEL AND THE MAINTENANCE, NECESSARY OR DESIREABLE FOR THE SAID FLIGHT OPERATIONS.
- (C) WORKER'S COMPENSATION INSURANCE IN ALL NECESSARY JURISDICTIONS COVERING ITS OWN EMPLOYEES ENGAGED IN THE OPERATIONS, MAINTENANCE, REPAIR, AND SERVICE OF ITS SAID HELICOPTER AND SHALL MAINTAIN IN FORCE DURING THE TERM OF THIS AGREEMENT THE FOLLOWING INSURANCE:

WORKER'S COMPENSATION - STATUTORY LIMITS

AIRCRAFT LIABILITY INSURANCE COVERING BODILY INJURY,
PASSENGER BODILY INJURY AND PROPERTY DAMAGE LIABILITY
IN THE AMOUNT OF \$10,000,000. COMBINED SINGLE LIMIT.

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(D) ALL FEDERAL AND STATE TAXES AND CONTRIBUTIONS INCLUDING THOSE ASSESSED AGAINST ITS EMPLOYEES, INCIDENT TO THE USE OF THE HELICOPTER AND THE EMPLOYMENT OF THE CREW, BUT NOT INCLUDING PENNSYLVANIA SALES OR USE TAX WHICH IS TO BE PAID BY THE COMPANY.

3. CONTRACTOR REPRESENTS AND WARRANTS THAT THE HELICOPTERS AND ALL OPERATING AND MAINTENANCE PERSONNEL USED BY IT ARE PROPERLY LICENSED IN ACCORDANCE WITH ALL APPLICABLE STATE AND FEDERAL LAWS, RULES AND REGULATIONS, AND THAT THE CONTRACTOR IS IN THE BUSINESS OF OPERATING, AND IS PROPERLY AUTHORIZED TO USE HELICOPTERS IN ACCORDANCE WITH THIS AGREEMENT. THE CONTRACTOR SHALL COMPLY WITH ALL OF THE OBLIGATIONS AND CONDITIONS OF ITS LICENSES AND WITH ALL THE RULES, REGULATIONS, AND DIRECTIVES OF THE APPROPRIATE FEDERAL AGENCIES. COMPANY AGREES THAT CONTRACTOR SHALL NOT BE REQUIRED TO COMPLY WITH ANY FLIGHT REQUEST CONTRARY TO GOOD FLIGHT PRACTICE, LEGAL RESTRICTIONS, OR NORMAL AND CUSTOMARY SAFETY PRECAUTIONS AND AS A CONSEQUENCE CONTRACTOR AND ITS EMPLOYEES SHALL HAVE FINAL AUTHORITY TO MAKE DECISIONS CONCERNING THE MANNER OF FLIGHT, THE QUALIFICATIONS AND CONDITIONS OF PERSONNEL AND HELICOPTERS INVOLVED IN FLIGHT, THE SUITABILITY OF WEATHER AND LANDING CONDITIONS, THE SUITABILITY OF DESIGNATED TAKEOFF AND LANDING AREAS, THE ADHERANCE OF GROSS WEIGHT LIMITATIONS OF THE HELICOPTERS, AND ALL OTHER MATTERS AFFECTING THE FEASIBILITY AND SAFETY OF FLIGHT.

4. CONTRACTOR AGREES TO MAKE THE AFOREMENTIONED HELICOPTER AND AIRCRAFT AVAILABLE TO COMPANY ON AN "AS AVAILABLE BASIS" ON TWO HOURS NOTICE. IF THE EQUIPMENT IS NOT READILY AVAILABLE, CONTRACTOR WILL SO NOTIFY COMPANY AND INDICATE THE EARLIEST THE EQUIPMENT IS AVAILABLE. WHEN EQUIPMENT IS USED FOR MEDICAL EVACUATION OR OTHER PURPOSES, COMPANY AGREES TO PAY CONTRACTOR \$475.00 PER FLIGHT HOUR FOR THE BELL 206L LONGRANGER, PLUS \$50.00 PER HOUR WAITING TIME IN EXCESS OF THE FLIGHT TIME.

5. WHEN NOTIFIED BY COMPANY, CONTRACTOR AGREES TO MAKE THE BELL LONGRANGER AVAILABLE EXCLUSIVELY FOR THE USE OF COMPANY. FOR MAKING THE HELICOPTER OR THE AIRCRAFT AVAILABLE ON ONE HOUR'S NOTICE COMPANY AGREES TO PAY CONTRACTOR \$950.00 PER DAY FOR EACH 24 HOUR PERIOD THE HELICOPTER IS STANDING BY.

6. CONTRACTOR AGREES, WHEN REQUESTED BY COMPANY, TO SUB-CONTRACT WITH OTHER CONTRACTORS IN OTHER GEOGRAPHICAL AREAS FOR AIRCRAFT AND OR HELICOPTERS FOR THE MOVEMENT OF PATIENTS FROM THOSE AREAS TO THE DESIGNATED HOSPITAL IN THE PHILADELPHIA AREA.

7. COMPANY AGREES TO PAY FOR ALL SUB-CONTRACTOR CHARGES AT THE THEN PREVAILING RATE. COMPANY ALSO AGREES TO PAY FOR ALL AIRPORT LANDING FEES AND OTHER EXTRAORDINARY FEES OR CHARGES AND ALL REASONABLE CREW EXPENSES WHEN THE CREW IS REQUIRED TO REMAIN AWAY FROM ITS BASE OVERNIGHT ON COMPANY BUSINESS. CO-PILOTS CHARGES ARE \$35.00 PER ELAPSED HOUR.

8. COMPANY AGREES THAT IT WILL NOT, DIRECTLY OR INDIRECTLY, IN ITS OWN NAME OR IN THE NAME OF ANY AFFILIATED OR RELATED CORPORATION, EMPLOY ANY PRESENT OR PAST PILOT OR MECHANIC OF CONTRACTOR UNLESS THAT PILOT'S OR MECHANIC'S EMPLOYMENT WITH CONTRACTOR HAS BEEN TERMINATED FOR A PERIOD OF AT LEAST TWELVE (12) MONTHS.

9. CONTRACTOR WILL INVOICE COMPANY AT THE COMPLETION OF EACH FLIGHT. PAYMENT SHALL BE MADE WITHIN 30 DAYS OF RECEIPT OF INVOICES. COMPANY AGREES TO PAY 1½% PER MONTH INTEREST ON THE UNPAID BALANCE.

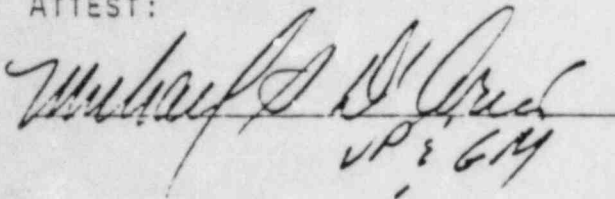
10. THIS AGREEMENT CONTRACT PERIOD WILL BEGIN JUNE 15, 1982 AND SHALL CONTINUE UNTIL JUNE 14, 1983, THE COMPANY MAY RENEW THIS AGREEMENT BY GIVING 30 DAYS ADVANCED NOTICE IN WRITING TO THE CONTRACTOR.

11. THIS INSTRUMENT REPRESENTS THE FULL AGREEMENT BETWEEN THE PARTIES HERETO, AND NO STATEMENTS, PROMISES, OR REPRESENTATIONS, INCONSISTENT HERewith SHALL BE BINDING UPON THEM.

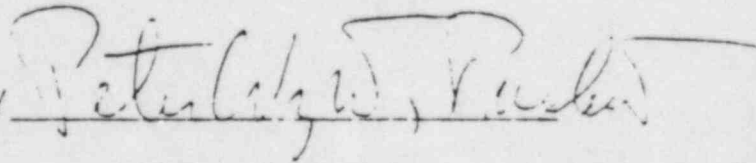
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED AND SEALED IN THEIR CORPORATE NAMES BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS OR AGENTS THE DAY AND YEAR FIRST WRITTEN ABOVE.

KEYSTONE HELICOPTER CORPORATION

ATTEST:


VP & GM

BY



RADIATION MANAGEMENT CORPORATION

ATTEST:

BY

