

VII. GST LOAN ASSIGNMENT

ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS

This ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into among ERICKSON GROUP, LLC, a Maryland limited liability company (“Assignor”), and _____ (“Assignee”), as trustee of _____, for the benefit of the Construction Lenders (as defined in the Plan) with Erickson Group Guaranty Claims (as defined in the Plan).

Capitalized terms used herein not otherwise defined shall have the meaning subscribed to them in that certain Debtors’ Fourth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, filed in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division as Case No. 09-37010 (SGJ) (the “Plan”).

For and in consideration of the payment of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee, all of Assignor’s right, title and interest into that certain loan in the original principal amount of \$49,648,620, between Assignor, as lender, and the John C. Erickson GST Trust 2002 and Nancy A. Erickson GST Trust 2002, as borrowers, dated as of May 4, 2005, as amended, modified and supplemented from time to time (the “Loan”), and the documents executed in connection therewith (collectively the “Loan Documents”).

Assignor hereby represents and warrants to Assignee that it has not executed any prior assignment, pledge or conveyance of the Loan or the Loan Documents.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original. This Assignment shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the undersigned has executed this Assignment effective as of the ____ day of April, 2010.

ASSIGNOR:

ERICKSON GROUP, LLC

By: _____
Name: _____
Title: _____

ASSUMPTION AGREEMENT

Assignee hereby accepts the foregoing Assignment and assumes and agrees to perform discharge and observe all of the duties, obligations, undertakings and liabilities of Assignor under the Loan and the Loan Documents described in the foregoing Assignment, arising from and after the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Assumption Agreement effective as of the _____ day of April, 2010.

ASSIGNEE:

_____, AS
TRUSTEE FOR _____

By: _____
Name: _____
Title: _____