

ADDENDUM TO HELICOPTER PURCHASE AGREEMENT

This separate agreement between the manufacturer, Robinson Helicopter Company ("RHC"), and the Buyer is hereby attached to and made a part of the helicopter purchase agreement.

1. ADDITIONAL CONDITIONS IN EXCHANGE FOR PRICE CONSIDERATION

Buyer and RHC agree that the purchase agreement and this Addendum have been the subject of discussion and negotiation and are fully understood by the parties and that the price of the R44 helicopter and the other mutual agreements of the parties set forth in this purchase agreement were arrived at in consideration of the provisions of this Addendum, specifically including the agreements and waivers by Buyer, as a commercial entity, set forth in Paragraph 3 below.

2. PILOT AND USE REQUIREMENTS

Buyer agrees that only pilots who meet the requirements of FAA SFAR 73 and (A) through (D) below will be allowed to operate the R44 helicopter as Pilot-In-Command (PIC):

- A. Flight instructors giving flight instruction in the R44 must have completed the RHC Factory Safety Course during the preceding six years and have logged at least 500 hours in helicopters, including at least 50 PIC hours in an R44 helicopter.
- B. No pilot shall carry a passenger in the R44 until the pilot has completed the RHC Factory Safety Course and has logged at least 100 hours in helicopters, which include at least 30 PIC hours in an R44 after receiving their helicopter rating; or, until the pilot has completed the RHC Factory Safety Course and has logged at least 200 hours in helicopters which include at least 10 PIC hours in an R44.
- C. No pilot shall carry more than one passenger in the R44 until the pilot has completed the RHC Factory Safety Course and has logged at least 200 hours in helicopters, including at least 20 PIC hours in an R44.
- D. No passengers shall be carried in the rear seats of the R44 during dual instruction, and the left seat controls must always be removed except when that seat is occupied by a rated helicopter pilot.

3. INDEMNIFICATION

Buyer agrees to ensure that adequate safeguards are in place to prevent any person from operating the R44 helicopter other than in accordance with the requirements of Paragraph 2.(A) through (D) above. Buyer further agrees that if for any reason the R44 helicopter is not operated in accordance with requirements of Paragraph 2.(A) through (D) above Buyer will release, hold harmless, defend and indemnify RHC, its shareholders, officers, directors, employees, and suppliers for any and all liability including personal injury, death and/or property damage claims, cross-claims, liens and incidental or consequential damages arising from an accident involving the R44 helicopter specifically including but not limited to any claim or remedy in contract or tort based on legal theories of negligence or strict liability. The agreements and waivers by Buyer set forth in this Paragraph will expire 12 years after the time of shipment or departure of the R44 helicopter from the RHC facility.

4. RESALE CONDITIONS

In the event of resale of the R44 helicopter, Buyer agrees to obtain the new purchaser's prior written agreement to all the terms of this agreement, and to forward an original copy of such written agreement to RHC. In the event Buyer does not obtain such an agreement from the new purchaser, Buyer shall remain liable under Paragraph 3 above.

5. GOVERNING LAW

This Agreement shall be construed and performance thereof shall be determined according to the laws of the State of California, U.S.A.

I have read, understand, and agree to the above regarding Robinson R44 helicopter serial number _____, registration number _____.

Buyer: _____
(print or type name)

RHC: _____
(print or type name)

(signature)

(signature)

Date: _____

Date: _____

Address: _____
