

**ADDENDUM TO R44 CLIPPER II HELICOPTER PURCHASE AGREEMENT:  
GROSS WEIGHT LIMITATIONS AND INDEMNITY**

This separate Agreement between the manufacturer, Robinson Helicopter Company ("RHC"), and the Buyer is hereby incorporated into and made a part of the helicopter purchase agreement, or a separate agreement between RHC and Buyer if the helicopter is acquired through a Resale.

**1. CONSIDERATION**

Buyer and RHC agree that this Addendum has been the subject of discussion and negotiation and is fully understood by the parties and that the delivery of the R44 Clipper II helicopter with air conditioning ("the helicopter") and the price of the helicopter were arrived at in consideration of the provisions of this Addendum, specifically including the agreements and waivers by Buyer, as a commercial entity or sole proprietor, set forth in Paragraph 3 below.

**2. GROSS WEIGHT LIMITATIONS**

Buyer agrees that under no circumstances will the helicopter be operated over the gross weight limits published in the R44 II Pilot's Operating Handbook. For calculation purposes, the actual basic empty weight is contained on the current weight and balance sheet for the specific helicopter.

**3. INDEMNIFICATION**

Buyer agrees to ensure that adequate safeguards are in place to prevent any person from operating the helicopter over the gross weight limits published in the R44 II Pilot's Operating Handbook.

a. Buyer further agrees that if for any reason the helicopter is ever operated over the gross weight limits published in the R44 II Pilot's Operating Handbook, and as a nonexclusive remedy for such breach, 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 helicopter specifically including but not limited to any claim or remedy in contract or tort based on legal theories of negligence or strict products liability alleged or asserted against RHC.

b. The agreements and waivers by Buyer set forth in this Paragraph shall be binding upon the Buyer's successors, assigns and/or heirs, and will expire 18 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 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 exercised my right to use the advice of my attorney concerning this agreement; and 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: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_