

## LETTER OF INTEREST AND OPTION TO PURCHASE

THIS AGREEMENT dated for reference the \_\_\_ day of \_\_\_\_\_ 2008.

**BETWEEN**

**EXPLORER AERONAUTIQUE INC.**, a company duly incorporated under the laws of the Province of Quebec, Canada, having a business address at 1355, Dupont St., Shawinigan, Province of Quebec, G9N 8G9

(The "**Manufacturer**")

**AND**

\_\_\_\_\_

(The "**Client**")

### STATEMENT OF INTEREST

Further to our examination of the Ecoflyer, we are hereby submitting a letter of interest which includes a deposit in the sum of \$3,000(Cdn. fund) to secure the position # ..... on the Ecoflyer production line.

#### Letter of Interest

I, the undersigned \_\_\_\_\_, hereby agree to secure a position on the Ecoflyer production line which is scheduled to start no later than one calendar year from the signing of these presents.

It is agreed that:

1. The **Manufacturer** will advise me in writing three months prior to the start of production of the aircraft for which I have secured a delivery position.
2. Upon receipt of said notice, I shall have a period of 60 days to notify the **Manufacturer** of my intentions with regards to the purchase of the aircraft for which I hold a delivery position.
3. If I fail to notify the **Manufacturer** of my intentions within the said 60 days period, or if I notify the **Manufacturer** during the said period of my intention not to purchase the said aircraft, then my deposit will be returned to me in full, within 30 days of the end of the said notification period.

### **Option to purchase**

4. The **Manufacturer** hereby grants to the **Client** the option to purchase the aircraft at any time during the term of this agreement up to the expiration of the last month prior to the start of production.
5. If the **Client** decides to exercise his option to purchase the said aircraft, then, upon notification of his intentions to the **Manufacturer** at least 30 days prior to the start of production date, the **Client** undertakes to sign the **Manufacturer's** standard aircraft sales agreement and make a further deposit of 20% of the purchase price of \$99 500, that is the sum of \$ 19 900 in Cdn. currency, prior to the stated date for the start of production of my aircraft.
6. If the **Client** exercises the option to purchase, the **Manufacturer** undertakes to complete all the necessary documentation, including a bill of sale for the aircraft, and deliver all documents to the **Client** upon payment of all monies owing by the Client to the **Manufacturer** under this agreement.
7. **Assignment:** The **Client** may not assign this option or any right there under without the prior written consent of the manufacturer.
8. This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this agreement or any agent or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered unless in writing signed by the parties.
9. **Language and Governing Law:** Both parties have agreed that these conditions be written in the English language and governed by the laws of the Province of Quebec, Canada, excluding the rules regarding conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the date and year first above written.

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**For EXPLORER  
AÉRONAUTIQUE INC.**

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**Client**