# STAVATTI<sup>™</sup> SM-39 RAZOR

## **Next Generation Air Dominance Fighter**



## Purchase Agreement (PA)

Purchase Agreement to Purchase the Stavatti SM-39 Razor

STAVATTI AEROSPACE LTD

NIAGARA FALLS 9400 Porter Road Niagara Falls, NY 14304 USA MAIL STOP P.O. Box 3010 Niagara Falls, NY 14304 USA MN TEL: 651-238-5369 NY TEL: 716-205-8396 email: aerospace@stavatti.com http://www.stavatti.com

WYOMING 30 N Gould St, Ste 2247 Sheridan, WY 82801 USA MINNESOTA P.O. Box 211258 Eagan, MN 55121 USA

Congratulations on your decision to purchase a new Stavatti SM-39 Razor Next Generation Air Dominance (NGAD) Fighter offered by Stavatti Aerospace Ltd. A 6th generation twin engine Air Dominance Fighter, the SM-39 will have a maximum level speed in excess of Mach 4.0, a tactical radius greater than 1,100 nm, internal weapons carriage and supermaneuverability. It is Stavatti's goal to ensure that the SM-39 will be one of the most remarkable fighters produced in our time.

This electronic order package includes the following documents necessary to submit an order:

- Purchase Agreement
- Terms and Conditions
- Deposit Payment Instructions
- Preliminary Specifications and Description (Exhibit A)

This step-by-step guide will help you easily place an order for the SM-39. In the event you have any questions, please contact us at 651-238-5369.

SM-39 Razors deliveries are projected to begin in or before 2030. Upon receipt of your order, we will send you a confirmation and specific serial number allocations. Your vehicle's delivery date will be assigned following receipt of FAA certification. Throughout the SM-39's development program we will communicate with you to provide updates and news features regarding this exciting new aircraft.

Thank you again for your decision to purchase a Stavatti SM-39 Razor. We sincerely appreciate your support of our products. Welcome to the Stavatti family!

#### SM-39 Razor Order Submittal Checklist

All orders will be recorded on a first come, first serve basis. All Purchase Agreements will be time stamped upon receipt for order placement. To be validated and to retain the position, all orders must include a fully completed and signed Purchase Agreement and accompanying deposit arriving within 30 calendar days of the time stamp.

Step 1 – Please read all documents thoroughly before continuing, including Purchase Agreement, Terms and Conditions page and Aircraft Specifications as outlined in Section 26. This is a legal binding contract and signature and initials affirm you understand the terms and conditions and accept them as stated.
Step 2 – Complete section 2 of the Purchase Agreement by printing Purchaser Name, Physical Address, including zip code and provide a phone number and email address. The Purchaser name in Section 2 needs to match the Purchaser name in the Signature Section of the Purchase Agreement.
Step 3 – Sign where it indicates signature of Purchaser and print or type name below. Purchase Agreement must be signed by an authorized person if using a company name or LLC. Please be sure to date the document accordingly.
Step 4 – A deposit equal to 50% of the purchase price is due upon submittal of the order. You may send a check made out to Stavatti Aerospace Ltd via mail along with the Purchase Agreement, or you can elect to send a wire transfer. If you elect to send a wire transfer, please make sure that you note on the wire the purchaser's name. This information will help us match up the deposit with the Purchase Agreement when it arrives. Please see the enclosed wire transfer instructions.
Step 5 – Submit this completed and executed Purchase Agreement by email to aerospace@stavatti.com. The 50% deposit can then either be sent via wire transfer or by mail to the specified Stavatti address. You can send the Purchase Agreement by mail along with the deposit check via USPS to:

Stavatti Aerospace Ltd P.O. Box 3010 Niagara Falls, NY 14304 USA

You may also submit your order and deposit in-person at any Stavatti business office or at any tradeshow or exhibit where Stavatti is exhibiting including The Paris Airshow and other events worldwide.

#### SM-39 RAZOR PURCHASE AGREEMENT ("Agreement")

1. SELLER	2. PURCHASER
Stavatti Aerospace Ltd. 9400 Porter Road Niagara Falls, NY 14304 USA	(Purchaser Name)
TEL: 651-238-5369 email: chris.beskar@stavatti.com	(Address)
email: aerospace@stavatti.com http://www.stavatti.com	(City/State/Zip/Country)
	(Phone)
	(email)

#### 3. AIRCRAFT

Purchaser agrees to purchase the following specified aircraft with the specified pricing and delivery date. The aircraft to be purchased are described in Specification and Technical Description Documents which are available as Exhibits to the Purchaser from the Seller. The Seller agrees to sell the Aircraft to Purchaser upon the terms and conditions set forth below and on page two. Purchaser understands that Seller may change the pricing and/or specifications of the Aircraft at any time. Should this occur, Purchaser agrees to accept the Aircraft with the changes or notify Seller within 20 calendar days of Purchaser's receipt of any change in pricing and/or specification that Purchaser demands a full refund of any deposits made towards the Aircraft purchase. Purchaser agrees acceptance of (1) the changes in pricing and/or specifications or (2) a refund of deposits made are its only two options and all other contractual remedies, if any, are specifically waived by Purchaser.

4. SCHEDULED DELIVERY DATE		5. AGREEMENT NUMBER/ORDER NUMBER	
6. PRICE (UNIT FLYAWAY COST) \$85,000,000.00		7. NUMBER OF UNITS ORDERED	
8. PAYMENT TERMS TERM	AMOUNT	NOTE: It is understood and agreed between Seller and Purchaser that all SM-39 Specification and Technical Description Documents considered hereto as Exhibits are preliminary in	

TOTAL PURCHASE PRICE (\$USD) Initial Deposit (50% of Purchase Price) Balance Due Upon Delivery chaser that all SM-39 Specification and Technical Description Documents considered hereto as Exhibits are preliminary in content and are subject to revision by Seller upon development of final data for the SM-39. Upon development of such final data for the Final Specification and Technical Description("Final Specification"), the same shall supersede and replace said Specification and Technical Description Documents.

**NOTE:** Final Unit Cost (Unit Flyaway Cost) may be modified based upon vehicle options selected by customer prior to delivery. Additional FAA or DOT Aircraft Registration and Delivery Costs May Apply. Costs Do not include Taxes, Training, Spares or Manufacturer or Maintenance and Support.

9. WARRANTY PROVISIONS: EXCEPT FOR THE EXPRESS TERMS OF SELLER'S WRITTEN LIMITED AIRCRAFT WARRANTY WHICH ARE SET FORTH IN SPECIFICATION EXHIBITS AND AIRCRAFT DELIVERY ACCEPTANCE DOCUMENTATION, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF OR THEREOF. THE WRITTEN LIMITED AIRCRAFT WARRANTY OF SELLER IS IN LIEU OF ANY OTHER WARRANTY, OBLIGATION, OR LIABILITY WHATSOEVER BY REASON OF THE MANUFACTURE, SALE, LEASE OR USE OF THE AIRCRAFT AND NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OR TO ASSUME ANY ADDITIONAL OBLIGATIONS ON BEHALF OF SELLER REGARDING THE AIRCRAFT WARRANTY. THE REMEDIES OF REPAIR OR REPLACEMENT ARE THE ONLY REMEDIES AVAILABLE UNDER SELLER'S WRITTEN LIMITED AIRCRAFT WARRANTY. PURCHASER AGREES THAT IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS. THE ENGINE AND ENGINE ACCESSORIES AND AVIONICS ARE SEPARATELY WARRANTED BY THEIR MANUFACTURERS AND ARE EXPRESSLY EXCLUDED FROM THE LIMITED AIRCRAFT WARRANTY OF SELLER. THE LAWS OF SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT SUCH A LAW APPLIES, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INSOFAR AND ONLY INSOFAR AS REQUIRED BY SAID LAW. NON-STAVATTI AIRCRAFT MANUFACTURED ARE WARRANTED BY THE WARRANTIES ASSOCIATED WITH THEIR SPECIFIC MANUFACTURER OR SOURCE OF ORIGIN.

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#### TERMS AND CONDITIONS

Seller has agreed to sell and Purchaser has agreed to purchase the Aircraft on the terms and conditions included on page one and as follows:

- **10. GENERAL TERMS:** If any portion of this Agreement is invalid or unenforceable, this Agreement shall be considered divisible as to such provisions and the remainder of the Agreement valid and binding as though such provisions were not included herein.
- 11. PAYMENT AND DELIVERY: Purchaser agrees to inspect, flight test, and accept delivery of the Aircraft at a location to be determined by Seller within seven (7) days after the Scheduled Delivery date, and to pay Seller the balance due on the Aircraft and all other charges due under this Agreement. All payments shall be made in United States dollars and shall be made by cash, check, bank cashier's check, wire transfer or other agreed to legal tender. Purchaser agrees to pay for any national, state, or local taxes other than taxes on income applicable to this sale or transaction whether imposed at the time of delivery and sale or thereafter on either Purchaser or Seller; any import duties, import taxes, or other import/export charges imposed by the United States and/or foreign government. Purchaser agrees to pay State Sales Tax or, if applicable, to execute a State Sales Tax Exemption Certification prior to Aircraft delivery. If Purchaser does not properly pay sales taxes, import duties or other import/export charges and such payments are sought from Seller, then Purchaser shall be solely responsible for and agrees to indemnify Seller from all payments, penalties, and any and all other expenses, cost, attorney fees, etc., incurred by Seller.
- **12. DEPOSIT:** Purchaser agrees to submit a deposit equal to a minimum of 50% the total purchase price of the aircraft with this Purchase Agreement or within 30 business days of the submission of this Purchase Agreement to the Seller. The deposit may be greater than 50%. All deposits will be credited to the total purchase price and reduce the balance due upon delivery.
- 13. TITLE AND RISK OF LOSS: Title to the Aircraft and risk of loss for the Aircraft transfer from Seller to Purchaser upon Purchaser's receipt of the Bill of Sale.
- **14. DEFAULT:** If Purchaser fails to timely pay the balance due on the Aircraft, or any other charges under this Agreement when due, or if this Agreement is breached, canceled, or terminated by Purchaser for any cause whatsoever, or if Purchaser fails to accept delivery of the Aircraft within seven (7) days of the Scheduled Delivery Date then Seller shall retain, not as forfeiture, but as liquidated damages for default, all deposits previously made by Purchaser and this Agreement shall end.
- **15. FORCE MAJEURE:** Seller shall not be liable to Purchaser for any delay in making delivery for any cause whatsoever; provided, however, if Seller should fail to make delivery within one hundred twenty (120) days after the Scheduled Delivery Date and such failure is not due to fire, flood, storm, strikes or other industrial disturbances, accident, war, riot, insurrection, delay in vendor deliveries, market conditions, or other causes beyond the control of the Seller, or, if for any reason, Seller should fail to make delivery with one hundred twenty (120) days after the Scheduled Delivery Date, then Purchaser, as its sole remedy, shall have the right to cancel this Agreement and receive a refund of all deposits, without interest, or agree to a later Scheduled Delivery Date.
- **16. NOTICES:** Any notices given pursuant to this Agreement shall be sent by email, first class mail, certified mail, courier service or fax addressed, in case of notice to Seller, at the address shown in item 1 on page one, and in case of notice to Purchaser, to the name and address appearing in item 2, or such other address as the parties to receive the notice shall designate in writing.
- 17. CONFLICT: In the event of conflict, the terms and conditions of this Agreement take precedence over terms and conditions Expressed in Exhibits.
- 18. AMENDMENTS AND REVISIONS: All amendments to the Agreement must be agreed upon in writing and executed by Purchaser and Seller.
- 19. CERTIFICATION: The SM-39 will be FAA FAR Type Certified for day/night VFR operations. The SM-39 has been engineered to comply with relevant FAA Type Certification, MIL-STD and MILSPEC requirements, including MIL-HDBK-516B Airworthiness Certification Criteria and may be properly certified/qualified to meet acquisition requirements for service as a USAF/USN/USMC aircraft. The SM-39 will have a certified flight envelope cleared for a variety of traditional aircraft and helicopter maneuvers. The SM-39 may be flight tested at the USAF AFFTC and qualified commercial test centers.
- 20. SPECIFICATIONS: The Purchaser intends to purchase the SM-39 Razor as described in the relevant Linecard, the relevant Standard Aircraft Characteristics Summary, Aircraft Technical Briefing & Performance Summary, the relevant Aircraft Configuration Statement and the performance and specifications as made available to the Purchaser by the Seller. In support of the purchasers desire to acquire an aircraft which meets or exceeds advertised specifications and performance characteristics. Stavatti Guarantees that the aircraft as delivered to the purchaser will meet or exceeds the performance characteristics stated within the Aircraft Technical Briefing & Performance Summary within a margin of ± 10% or an alternate set of performance characteristics as agreed to with the customer in subsequent performance summaries. If the aircraft does not meet the agreed to performance and characteristics within a margin of ± 10%, then upon the discretion of the purchaser, the Purchaser agrees to accept the Aircraft with the changes or notify Seller within 20 calendar days of Purchaser's receipt of any change in specification that Purchaser demands a full refund of any deposits made towards the Aircraft purchase. Purchaser agrees acceptance of (1) the changes in specifications or (2) a refund of deposits made are its only two options and all other contractual remedies, if any, are specifically waived by Purchaser. To achieve stated performance characteristics or to meet or otherwise address specific design mission requirements Stavatti reserves the right to alter, modify, reimagine or redesign the aircraft and its configuration or to select alternate or substitute airframe materials, structural configuration, powerplants, ayionics, sensors and systems and to engineer the aircraft in such a manner as to result in a product that achieves characteristics mutually desired by the Purchaser and Stavatti. Preliminary Aircraft Specifications and Performance Characteristics are available for review in Stavatti provided Linecards and the Aircraft Technical Briefing & Performance Summary. The specifications for aircraft purchased from the Seller that are not of Stavatti Design, Manufacture or Stavatti

Model Number must be provided by or originate from the manufacturer, distributor or dealer of the non-Stavatti aircraft and Stavatti makes no representations or warranties regarding the legitimacy, accuracy or technical value of any and all non-Stavatti original specifications statements, documents or literature.

20. DEVELOPMENT & DELIVERY TIMELINES: The SM-39 Razor is a new-design aircraft that is currently under development by Stavatti. The SM-39 is not currently in production and is not available for immediate delivery at this time. Stavatti is now accepting purchase orders, including Purchase Agreements, Letters of Intent, procurement contracts and joint-venture development/production agreements from qualified purchasers and strategic partners. All initial production aircraft, including Low Rate Initial Production (LRIP) and Full Rate Production (FRP) aircraft will be produced in satisfaction of outstanding backlogs.

Upon securing adequate capital to fund SM-39 Demonstration and Validation (Dem/Val) as outlined in the SM-39 Dem/Val use of funds as identified in the SM-39 Business Plan and/or Private Placement Memorandum (PPM), Stavatti will begin the fast-track, "Skunk-Works" style Demonstration and Validation Program (Dem/Val) which focuses upon the assembly and production of SM-39 Prototype Air Vehicles (PAVs). The PAVs will enter into a flight test and demonstration phase that will result in additional customer purchase orders. Following Dem/Val, the aircraft will enter Full Scale Development (FSD) including the production of FAA conformal Production Representative Test Vehicles (PRTVs).

When completed, each PRTV will enter into a flight test and qualification program conducted at a designated flight test center. The purpose of the flight test and qualification program is to FAA Type Certify the aircraft (as appropriate) and Military Qualify the aircraft for acceptance into US DoD operational military service. Once qualified/certified, the Hovercar will enter LRIP. Under this expedited development schedule, PAV production is anticipated to require 12 to 24 months followed by 12 to 24 months of flight test and certificiation. LRIP will officially begin 36 to 48 months after Dem/Val program launch.

The purchaser herein recognizes that the SM-39 is not currently in production. Stavatti anticipates that the SM-39 will enter LRIP approximately 24 to 36 months from the date of Dem/Val completion. FSD is projected to begin within 90 days of the completion of Dem/Val. Stavatti considers all PAs to be valid for a period of 60 months (5 years) from the date of issue coinciding with an anticipated first delivery of SM-39 aircraft to purchasers within 24 to 48 months of initiation of SM-39 FSD.

- 21. DELIVERY LOCATION: 5 business days prior to time of delivery, Purchaser will have the opportunity to take delivery of the SM-39 at a designated Stavatti delivery center, or at the Stavatti Point of Assembly, free of charge. Alternatively the Purchaser may identify a delivery location of their choosing, including a designated airport, property, home or place of business free of charge within the continent of North America. Delivery of the SM-39 to locations outside North America, including Hawaii, may require additional shipping and delivery costs to be determined prior to delivery.
- 22. EXPORT LIMITATIONS & ITAR: In compliance with the Arms Export Controls Act (AECA) and the International Traffic in Arms Regulations (ITAR: CFR 120-130), Stavatti restricts the marketing and sale of the military aircraft and air weapon system to qualified U.S. allied purchasers. In support of current U.S. Arms Embargoes as issued by the U.S. State Department, Stavatti will not export military aircraft to any of the following nations:

Belarus, Burma, Central African Republic, China (PR), Cuba, Cyprus, Democratic Republic of the Congo, Eritrea, Haiti, Iran, Kyrgyzstan, Lebanon, Libya, North Korea, Russia, Somalia, Sudan, Syria, Venezuela, and Zimbabwe

Stavatti encourages parties interested in procuring military aircraft to visit the State Department-Directorate of Defense Trade Controls (DDTC) Website at: http://www.pmddtc.state.gov for a current Embargo Reference List.

- 23. CONTROLLING LAW: Purchaser and Seller expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. This Agreement shall be governed in all respects and shall be construed, and the legal relationships between the parties shall be determined, in accordance with the applicable commercial law of the State of New York, U.S.A
- 24. U.S. PATRIOT ACT: The monetary requirements of the U.S. PATRIOT ACT require Stavatti to identify and review the connection between funds received and its customer, the Purchaser as specifically listed in the Purchase Agreement. In the event Stavatti receives funds from a source other than Purchaser, documentation in the form of a letter executed by or on behalf of Purchaser on Purchaser's letterhead is required that includes the date funds were remitted, the amount remitted, the check or wire number, the Purchase Agreement Number (found at the top, right corner of the Purchase Agreement), a statement that Purchaser authorizes the funds to be applied towards the Purchase Agreement, and a detailed explanation of the relationship between Purchaser and the source of the funds. Stavatti reserves the right to audit submissions for compliance purposes.
- 25. COMPLETE BINDING CONTRACT UPON FINAL ACCEPTANCE BY SELLER: This Agreement shall become a binding contract upon its final acceptance and execution by Seller. This Agreement is wholly integrated and is the sole agreement controlling this Aircraft purchase and sale and is exclusive of any other express, implied, verbal, or written representations, omissions, or agreements and is binding on Purchaser and Seller, their heirs, executors, administrators, successors or assigns. This Agreement may not be assigned by Purchaser without the express written consent of Seller, which can be given or denied at Seller's sole discretion.
- **26. PROJECTED AIRCRAFT SPECIFICATIONS AND PERFORMANCE:** The purchaser intends to purchase the SM-39 as described in the relevant Linecard, the relevant Standard Aircraft Characteristics Summary, the relevant Aircraft Configuration Statement and the performance and specifications as supplied to the purchaser by Stavatti and/or Stavatti representatives. In support of the purchasers desire to acquire an aircraft which meets advertised specifications and performance characteristics, Stavatti Projects that the aircraft as delivered to the purchaser will meet the specifications and performance characteristics within a margin of  $\pm$  10%. If the aircraft does not meet the following specifications and characteristics within a margin of  $\pm$  10%, then upon the discretion of the purchaser, this PA may become null and void with Stavatti forfeiting the Purchase Agreement, Deposits and Advance Payments on the aircraft. Projected Aircraft Specifications and Performance Characteristics are summarized in the following data sheet:

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### SM-39 Razor

Flyaway Cost: \$85 Million

Air Superiority Fighter Air Dominance Fighter All-Weather Strike Fighter Bomber

#### **Accommodation**

Crew Single Pilot Seating MK18 or ACES 5

#### **Powerplant**

2
Afterburning Turbofan
ACE; E1400-NT-520
GEAE; NeoThrust
52,434
42,858
) 104,868
Internal Compression
LO VG Thrust Vectoring

#### **Dimensions**

Max Wingspan	53 ft 0 in
Max Length	70 ft 0 in
Max Height	13 ft 8 in
Wing Area	1,026 sq ft
Wing Aspect Ratio	2.74
Wing LE Sweep	50.0°

#### Weights

Empty	44,500 lbs
Max Internal Fuel (JP-8)	30,000 lbs
Max Warload	25,000 lbs
Typical Takeoff (TTW)	80,000 lbs
Typical Combat (TCW)	65,000 lbs
Max Take-Off (MTOW)	100,000 lbs

#### Loadings

Wing Loading (TCW) 63.4 lbs/sq ft
Wing Loading (MTOW) 97.5 lbs/sq ft
Thrust-to-Weight (TCW) 1.61 to 1
Thrust-to-Weight g (MTOW) 1.05 to 1
Design Load Factor (TCW) 11.2 g
Design Load Factor (MTOW) 7.5 g



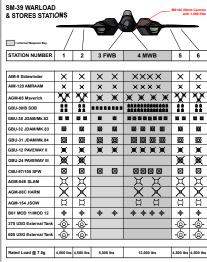


#### **Avionics & Electronic Warfare**

Radar	ARACR AESA
IRST	EOTS or AEOTS
HUD	CED or HMD
Comm	AN/ASQ-242 or ACNI
IFF	AN/ASQ-242 or ACN
Data Link	AN/ASQ-242 or ACN
GPS/INS	FALCN
RF ECM	AN/ASQ-239 or AFIDEWS
MAWS	AN/ASQ-239 or AFIDEWS
DAS	AN/ASQ-239 or ADAS
SPJ	AN/ASQ-239 or AFIDEWS
Chaff/Flare	AN/ALE-52

#### **Armament**

Cannon 1 x 20mm M61A2 or DEW
Ammunition 1,000 rds
Hardpoints 4 + 2 Weapons Bays
TCW Warload 3,000 lbs
Max Warload 25,000 lbs



#### **Performance** Max Level Speed @ SL 1.30 Mach Approach Speed: Landing Configuration **115 KTAS** Max Level Speed @ FL150 1.80 Mach Stall Speed: Landing Configuration 96 KTAS Max Level Speed @ FL350 2.75 Mach Max Climb Rate @ SL >75,000 ft/min Service Ceiling Max Level Speed @ FL650 4.00 Mach >100.000 ft Max Level Speed @ FL750 4.25 Mach Max Speed Range, Internal Fuel 950 nm Max Speed Radius, Internal Fuel Supercruise Speed @ SL 1.20 Mach 463 nm Supercruise Speed @ FL150 1.65 Mach Supercruise Range, Internal Fuel 1,200 nm Supercruise Speed @ FL350 2.50 Mach Supercruise Radius, Internal Fuel 585 nm 0.85 Mach Range, Internal Fuel Supercruise Speed @ FL650 3.70 Mach 2.800 nm 0.85-0.95 Mach Typical Cruise Speed @ SL 0.85 Mach Radius, Internal Fuel 1,300 nm Typical Cruise Speed @ FL150 0.85-0.95 Mach 0.85 Mach Ferry Range, External Tanks 5,000 nm Typical Cruise Speed @ FL350 0.85-0.95 Mach Takeoff Ground Roll, Takeoff Weight 752 ft Typical Cruise Speed @ FL650 0.85-0.95 Mach Takeoff Over 50 ft Obstacle, Takeoff Weight 1,022 ft Takeoff Speed: MTOW Landing Ground Roll, Landing Weight 1,460 ft **136 KTAS** Landing Over 50 ft Obstacle, Landing Weight Stall Speed: MTOW **123 KTAS** 1,985 ft

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#### **ACCEPTABLE FORMS OF PAYMENT**

Acceptable forms of payment to Stavatti for the purchase of aircraft include, but are not limited to, wire transfer of funds, certified check or United States Dollars (\$USD). Wire Transfers should reflect Purchaser Name as Originator. Payments an Deposits by wire transfer may be sent to:

#### CONTACT STAVATTI FOR BANK WIRE INSTRUCTIONS

Reference your Purchaser Name on the wire transfer to ensure proper application of your funds. Identify the financial institution and associated information from which funds have been wired or attach a copy of your financial institution's wire instructions.

#### Payments made by Check:

Payment by Check Issued to Stavatti Aerospace Ltd should be in U.S. Dollars drawn on a Member Bank of the United States Federal Reserve System. Checks should reflect the Purchaser name as specified in Item 2 of this Agreement. Please make Checks payable to "Stavatti Aerospace Ltd" and send them to:

#### STAVATTI AEROSPACE LTD

P.O. Box 3010 Niagara Falls, NY 14304

27. ADDITIONAL CONTRACT TERMS: PURCHASER AND SELLER ACKNOWLEDGE AND AGREE BY EXECUTION OF THIS AGREEMENT THAT THE TERMS AND CONDITIONS ON PAGE TWO ARE EXPRESSLY MADE A PART OF THIS AGREEMENT. THE SIGNATORIES TO THIS AGREEMENT VERIFY THAT THEY HAVE READ THE COMPLETE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS; UNDERSTAND ITS CONTENTS; AND HAVE FULL AUTHORITY TO BIND AND HEREBY DO BIND THEMSELVES AND/OR THEIR RESPECTIVE PARTIES.

ONCE ACCEPTED AN APPROVED BY STAVATTI AND THE PURCHASER, THIS PURCHASE AGREEMENT SERVES TO SECURE AN ORDER FOR THE NUMBER OF AIRCRAFT AT A FLYAWAY COST AS SPECIFIED WITHIN THIS AGREEMENT.

#### **PURCHASER**

#### STAVATTI AEROSPACE LTD

(SIGNATURE)	(SIGNATURE)
(PRINT NAME)	(PRINT NAME)
(PRINT TITLE)	(PRINT TITLE)
(PHONE)	(PHONE)
(email)	(email)
(Date)	(Date)

**E-MAILING INSTRUCTIONS:** Please return an executed electronic copy of this agreement by email to aerospace@stavatti.com. Electronic copies are considered to be equivalent to physical hard-copies.