

MOSQUITO HELICOPTER ORDER FORM

Thank you for your interest in the Mosquito XE Helicopter! Please fill out Name and Address areas, check the checkbox beside the desired option(s). Sign and have a witness (your spouse if applicable) sign the accompanying liability waiver. Enclose the completed order form, liability waiver, proof of training (if applicable), and check or money order for the appropriate amount. Return to Composite FX, 9069 SE CR 319, Trenton, Florida 32693

- Complete XE Helicopter Kit Price (Proof of Pilot Training is required): \$29000 USD
- Complete XEL Helicopter Kit Price (Proof of Pilot Training is required): \$30000 USD

I am enclosing a check or money order for the following:

Mosquito XE Helicopter Full Kit Price as above Deposit **\$10000 USD**

Complete helicopter kit including air frame with conventional skids, controls, drive system, rotor systems, engine and instruments. Estimated shipping date is 3-4 months after receipt of order.

Prior to shipping, final payment of \$19000 USD + \$800 USD crating fee will be due. Shipping will be South East Freight and UPS or other arrangements can be made if required.

Ultralight Mosquito XEL Helicopter Full Kit Price as above Deposit **\$10000 USD**

Complete helicopter kit including air frame with floats , controls, drive system, rotor systems, engine and instruments. Estimated shipping date is 3 months after receipt of order.

Prior to shipping, final payment of \$20000 USD + \$800 USD crating fee will be due. Shipping will be South East Freight and UPS or other arrangements can be made if required.

Sub-kits.

Mosquito XE Helicopter Air Frame Sub Kit \$10000 USD Deposit: **\$5000 USD**

Mosquito frame kit including premolded fuselage, tank, tail boom, skids, materials and fasteners required to assemble the complete Mosquito Helicopter Frame. Estimated shipping date is 2 months after receipt of order. Prior to shipping, final payment of \$5000 USD + \$600 USD crating fee will be due. Shipping will be South East Freight or other arrangements can be made if required.

XE/XEL sub kits:

If you specified the airframe kit only, pricing for the remaining sub kits are as follows. These can be ordered at any time but are subject to future price increases.

- Controls Kit: \$3500 USD: (Deposit \$1750 USD) **\$1750 USD**
- Drive Kit: \$6000 USD: (Deposit \$3000 USD) **\$3000 USD**
- Engine Kit: \$6000 USD: (Deposit \$3000 USD) **\$3000 USD**
- Instruments Kit: \$6000 USD: (Deposit \$3000 USD) **\$3000 USD**
- Rotor System Kit: \$4000 USD: (Deposit \$2000 USD) **\$4000 USD**

Each sub kit or combination of sub kits will have an estimated shipping date of 2 months after receipt of order. A packaging fee of \$100 USD per sub kit or \$200 USD for multiple sub kits will be due prior to shipping. Shipping will be UPS or other arrangements can be made if required.

XE/XEL options:

- Vertical tail fin (fiberglass): **\$250 USD**
- Horizontal tail fin (fiberglass): **\$250 USD**
- Paint (up to 3 colors): **\$1500 USD**
- Complete polish: **\$500 USD**
- Ceramic pistons: **\$125 USD**
- "Mosquito" seat cover: **\$150 USD**
- Governor kit: **\$800 USD**
- Wheel kit: **\$250 USD**
- Quick Build FAB Parts: **\$225 USD**

Total cost of present order (please remit with order form):..... \$ _____

LIABILITY WAIVER

(Please print and sign this and include with order)

INNOVATOR TECHNOLOGIES, INC. KIT AND COMPONENT PURCHASE AGREEMENT

This Agreement is entered into between INNOVATOR TECHNOLOGIES, INC. (Innovator), a Canadian Corporation, and the Purchaser, whose name and address is as follows (for the purposes of this Agreement, the Purchaser shall include his/her spouse):

(Please fill in this section in your own handwriting)

Name: _____

Spouse's Name: _____

Address: _____

Telephone: (H) _____ (W) _____

The Purchaser desires to purchase a license to build a Mosquito Helicopter aircraft and/or purchase certain components used in the construction of that aircraft. In consideration of the mutual promises contained in this agreement, the parties hereby agree as follows:

1. Aircraft design: Innovator is the owner of the design of the Mosquito Helicopter aircraft (hereinafter "Aircraft"). Upon the execution of this agreement and the payment of the purchase price set out in the Purchase Order, Innovator shall license the Purchaser to use this design, with accompanying construction plans, to construct a replica of the Aircraft. The design and plans for the Aircraft are the property of Innovator and the Purchaser agrees to utilize these plans only for use in constructing one aircraft for the Purchaser's personal use. Any other use or reproduction of the plans are strictly prohibited. The Purchaser shall not allow any copies or reproductions of the plans to come into the possession of any other person or entity. Innovator reserves the right to modify the design or plans of the aircraft in any manner deemed necessary to enhance its performance or safety. Innovator agrees to make reasonable efforts to notify the Purchaser of any design or plans changes so long as the Purchaser keeps Innovator apprised of the Purchaser's current address.

2. Air worthiness: The Purchaser agrees to comply fully with all applicable governmental aviation regulations in the construction and operation of the aircraft. When necessary, the Purchaser agrees to obtain inspection and certification by the Federal Aviation Administration, or such other inspection and certification body, in full compliance with applicable aviation regulations. The Purchaser understands and agrees that certification of the completed Aircraft is dependent upon the Purchaser's construction techniques and that airworthiness is beyond the control of Innovator. Innovator does not accept responsibility whatsoever for certification of the aircraft or for eligibility for operation of the Aircraft in the ultra light category.

3. Warranty: Innovator is not responsible and makes no warranty, express or implied whatsoever, regarding the performance, flight characteristics, structural integrity, or safety of the completed Aircraft or its component parts. Specifically, Innovator makes no warranty that the plans or components comprising the kit Aircraft are fit for any particular purpose or use. The Purchaser understands and agrees that there are many factors that affect the design integrity of the completed Aircraft, including design requirements for engine and rotors and requirements for aerodynamic and center of gravity limits. Innovator does not warrant the integrity of component parts once they are shipped to the Purchaser.

4. WARNING: READ THIS BEFORE ORDERING.

A) The risks involved in flying an experimental homebuilt or an ultralight Aircraft are greater than those risks associated with everyday life. There are certain dangers involved which cannot be

removed, no matter how safe the design, no matter how careful the construction, no matter how accomplished the pilot. These dangers include the possibility of personal injury or even death, just as in other high risk sports such as motorcycle riding, sky diving and skiing. You cannot build or fly this Aircraft unless you knowingly and willingly accept and assume these risks as your own.

B) You must also realize that the construction of any Aircraft, especially a helicopter, is a task which requires critical attention to detail and uncompromising standards of construction. You cannot build this Aircraft unless you are willing to follow exactly all instructions involved in construction. Any unapproved alteration may significantly increase the risks of flights, making you a test pilot for an unproven design.

C) As the builder of a Mosquito Helicopter, it is your responsibility to double check the quality of all materials used in construction. Although all materials supplied to you by Innovator have been quality checked, it is up to you to give each part a careful examination before installing it on your Aircraft. This duty is especially important in connection with composite materials, which may be damaged in shipment, handling or storage. If you encounter any part or building materials which is not airworthy, then it is up to you to contact Innovator to arrange for a replacement. Also, if you have any questions about the plans and instructions provided with the aircraft kit, it is up to you to call Innovator to resolve it. If it appears as though a drawing or instruction can be read in more than one way, it is your responsibility to find out which interpretation is correct. Innovator is committed to clarifying any and all questions any builder has about the construction of its Aircraft.

D) It is critical that any person flying an Aircraft designed by Innovator understands certain facts. First, the Aircraft cannot be flown by anyone who is not a duly licensed, qualified and proficient pilot. Although pilots flying Aircraft in the ultralight category are not required to be licensed, they cannot fly the Aircraft without the proper training, qualifications, experience and proficiency. Second, any pilot who wants to fly the Aircraft should first have adequate experience in a similarly configured light helicopter. Finally, by definition, any pilot who flies an experimental or ultralight Aircraft is an experimental pilot. This maxim is especially true for the first flights of the Aircraft. Initial test flights should be approached with extreme caution, following established guidelines. If you do not know these guidelines, the Experimental Aircraft Association (EAA) can help you.

E) By definition, the Innovator Aircraft which is the subject of this Agreement is an experimental Aircraft (or an ultralight aircraft if built to those specifications) and is not certificated to the same standards as manufactured general aviation Aircraft. There are some regimes of flight in which the Aircraft has not been tested. It is possible for a pilot to place the Aircraft into these certain flight regimes which may render the Aircraft uncontrollable or unrecoverable. Operation of the Aircraft under these circumstances could result in serious injury or even death. Therefore, any person flying the Aircraft must accept responsibility for acting as a test pilot. There are no guarantees that the Aircraft constructed by the Purchaser will be the same as, or even similar to, the prototype constructed by Innovator. The Purchaser is the manufacturer of the Aircraft assembled with components supplied by Innovator. The Purchaser accepts sole responsibility and liability for construction of the Aircraft. Purchaser also accepts liability and responsibility for the safe and careful operation of the completed Aircraft. In summary, building and flying any

experimental or Ultralight aircraft involves certain inherent risks which you assume by ordering, building and flying this aircraft. It is up to you minimize these risks by exercising extreme care in every activity associated with construction and flight. By developing an attitude of professionalism, safety and attention to detail, you will be a safer pilot enabling you to enjoy your Innovator Aircraft even more.

5. Indemnification and Release: The Purchaser agrees, on behalf of the Purchaser, the Purchaser's heirs, assigns and any subsequent buyers of Purchaser's kit or completed Aircraft, to indemnify Innovator, from any and all claims, demands, suits, causes of action or losses arising out of the construction or operation of the Purchaser's Aircraft. The Purchaser assumes all liability in conjunction with construction, maintenance and operation of the Purchaser's kit or completed Innovator Aircraft. The Purchaser, on behalf of himself/herself and the Purchaser's heirs and assigns, hereby unconditionally releases Innovator, its officers, directors, shareholders, agents and employees from any and all liability for property loss or injury, up to and including death, resulting from the Purchaser's construction, maintenance or operation of the Purchaser's Innovator Aircraft. The Purchaser understands and agrees that Innovator, is unwilling to enter into this agreement unless induced to do so by the Purchaser agreeing to the indemnification and release provisions included in this agreement.

6. Purchase Order: The terms and conditions of the Innovator Purchase Order used to order any kit or component are expressly made a part of this Agreement.

7. Governing Law: Innovator and the Purchaser agree that this agreement shall be governed by the laws of Canada. The parties also agree that if any portion of this agreement is invalidated in any manner, any remaining provisions will continue in full force and effect.

8. Entire Agreement: This instrument constitutes and embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. With respect to the subject matter hereof, this Agreement supersedes all previous communications, representations or agreements oral or written, between the parties. No modification or waiver of the terms of this Agreement shall be made without the express written consent of Innovator. The undersigned Buyer agrees that he has read the terms, provisions and warnings set out in this Agreement and in the Innovator Purchase Order, and accepts all provisions as stated herein.

Signed, sealed and delivered this _____ day of _____, 20_____.

INNOVATOR TECHNOLOGIES, INC. By: Title:

Signature of Purchaser _____

Signature of Spouse _____