



MOTOPOD LLC
PRODUCT PURCHASE AGREEMENT

This Product Purchase Agreement (the "Purchase Agreement") is entered into as of the _____ day of _____, _____, by and between MotoPod LLC, an Illinois limited liability corporation (the "Seller") and _____ (the "Buyer") (together, the "Parties").

WHEREAS, the Seller desires to sell certain Products (defined in Section 1.1) to the Buyer and the Buyer desires to purchase the Accessories from the Seller on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1 - PRODUCTS

1.1 Subject to the provisions of this Agreement, the Seller agrees to sell and deliver to the Buyer and the Buyer agrees to buy and take delivery from the Seller the following (the "Products"):

_____ Removable cargo pod for a _____ aircraft

_____ _____ motorcycle modified to be carried in the cargo pod

Installation of the cargo pod will be the responsibility of the Buyer. Should Buyer want Seller to provide installation, Buyer will do so under terms to be mutually agreed upon.

ARTICLE 2 - PURCHASE PRICE

2.1 All prices, amounts and payments referred to herein shall be in United States Dollars. The Purchase Price for the Accessories, excluding any sales, use or other applicable taxes, is:

Cargo Pod	\$ _____
Motorcycle	\$ _____
Total	\$ _____

ARTICLE 3 - INSPECTION; PAYMENT; DELIVERY

3.1 Inspection - Prior to final payment and delivery, Seller shall provide Buyer access to the Products for a period of up to _____ days for the purpose of inspection (the "Inspection") by Buyer and/or Buyer's duly authorized representative(s) in order to determine that the Accessories are acceptable to Buyer and in accordance with the provisions of this Agreement.

3.2 Payment

(a) Upon the signing of this Purchase Agreement, Buyer shall make a \$_____ deposit (the "Purchase Deposit") with Seller by check, wire transfer, credit card or debit card. The Purchase Deposit is non-refundable unless Seller fails to meet its obligations under this Agreement. It shall be applied to the Purchase Price. The payment will be subject to verification by Seller. (Note - Any prior deposit(s) related to this purchase, such as an order deposit made earlier to establish a delivery position, shall be applied to the Purchase Deposit.)

(b) Within five (5) Business Days after satisfactory completion of the Inspection or waiver by Buyer of an Inspection, then Buyer shall pay Seller the balance of the Purchase Price by wire transfer, certified check, money order or bank cashiers check (the "Closing Date" and "Closing", respectively). The payment will be subject to verification by Seller.

3.3 Delivery

(a) Upon payment of the balance of the Purchase Price, Seller shall deliver the Accessories to Buyer at Seller's Illinois facilities. Further shipping of the Accessories from Seller's facilities shall be according to Buyer's instructions and at Buyer's expense. Any risk of damage or liability during such shipment is the Buyers.

(b) The Products shall be delivered by Seller to Buyer with manufacturers' recommendations regarding installation, inspection and maintenance.

(c) The Products shall be delivered in fully operational condition.

ARTICLE 4 - REPRESENTATIONS, WARRANTIES AND LIMITATIONS

4.1 Seller Representations and Warranties - Seller hereby represents and warrants as of the date hereof and as of the Closing Date that:

(a) Seller is an Illinois limited liability corporation having full power, legal right and authority to carry on its business as currently conducted, and to execute, deliver and perform the provisions of this Agreement.

(b) The execution, delivery, and performance by Seller of this Agreement have been duly authorized by all necessary action on behalf of Seller and do not conflict with or result in

any breach of any of the terms or constitute a default under any document, instrument or agreement to which Seller is a party.

(c) This Agreement constitutes the legal, valid and binding obligations of Seller enforceable against Seller in accordance with its terms.

(d) On the Closing Date, Seller shall have exclusive, marketable, legal and equitable title to the Products and all equipment, components and parts thereof, free and clear of any and all claims, liens, mortgages or other encumbrances of any kind.

(e) All representations and warranties hereunder shall run to Buyer, its successors, and to all persons to whom title to the Accessories may be transferred.

4.2 Buyer Representations and Warranties - Buyer hereby represents and warrants as of the date hereof and as of the Closing Date that:

(a) Buyer has full power to execute, deliver and perform the provisions of this Agreement.

(b) The execution, delivery, and performance by Buyer of this Agreement have been duly authorized by all necessary action on behalf of Buyer and do not conflict with or result in any breach of any of the terms or constitute a default under any document, instrument, or agreement to which Buyer is a party.

(c) This Agreement constitutes the legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with its terms.

(d) All representations and warranties hereunder shall run to Seller or its successor(s).

4.3 Third Party Product Warranties - To the extent that any warranties from third party manufacturers, service providers or suppliers are still in effect with respect to the Products, such warranties and all rights thereunder are hereby irrevocably assigned to the Buyer and all documents evidencing same will be included with the Products; and Seller will assist Buyer in maintaining continuity of such warranties and shall take all reasonable steps to assist Buyer in asserting and processing warranty claims directly with the manufacturers, service providers or suppliers.

It is understood by Buyer that original manufacturer warranties regarding motorcycles might no longer be valid because of the modifications Seller makes to motorcycles in order for them to be useable with Seller's cargo pods.

4.4 Seller Product Warranties - Seller warrants that for a period of one year after the Closing Date, at no charge to Buyer, Seller will correct any manufacturing defects caused by Seller.

4.5 Nature of the Products - If the aircraft for which the Accessories are designed is an un-certified, experimental aircraft, it is understood by Buyer that the Products and their installation

are thereby un-certified and experimental, and that airworthiness of the aircraft and Products must be determined by Buyer.

ARTICLE 5 - COSTS AND TAXES

5.1 Costs and Expenses - Buyer and Seller shall be responsible for their respective transaction costs and expenses. Buyer shall bear all costs and expenses of the Accessories regarding Inspection and shipping after Delivery at Sellers facilities.

5.2 Taxes - Any sales, use or similar taxes, and any interest or penalties on such taxes (unless such interest or penalty is a result of any act or omission by Seller, not otherwise authorized or directed by Buyer) arising from the sale of the Accessories to Buyer shall be the responsibility of Buyer.

ARTICLE 6 - MISCELLANEOUS

6.1 Notices - Any notice to be given under this Purchase Agreement may be sent by e-mail or by pre-paid overnight delivery to Buyer's or Seller's address as shown below. A notice shall be deemed to have been given or made with actually received or 24 hours after being sent, whichever occurs first.

SELLER
MotoPod, LLC
By: _____
Its: _____
Address: _____

E-mail _____

BUYER
By: _____
Its: _____
Address: _____

E-mail _____

6.2 Modification - The provisions of this Agreement may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by an authorized signatory of each Party.

6.3 Entire Agreement - Buyer and Seller agree that the terms and conditions of this Agreement, including any exhibits hereto, constitute the entire agreement between the parties.

6.4 Assignment - Seller and Buyer may assign their respective rights, but not their obligations hereunder. This Agreement shall inure to the benefit of and be binding upon each of the Parties hereto and their respective successors and assigns.

6.5 Headings and References - The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

6.6 Counterparts - This Agreement may be fully executed in any number of separate counterparts by each of the Parties hereto, all such counterparts together constituting but one and the same instrument.

6.7 Governing Law and Venue - This Agreement shall be governed by the laws of the State of Illinois. Any and all disputes between the Parties will be heard in an appropriate federal or state court(s) located in or near Chicago, Illinois, which shall have exclusive jurisdiction and venue.

6.8 Severability - In the event that any part of this Agreement is declared by any court or other jurisdictional or administrative body to be null, void, or unenforceable, such provision shall be severed to the extent unenforceable under the applicable law, and all of the other provisions of this Agreement shall remain in full force and effect.

6.9 Non-Waiver - Any failure at any time of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of such Party to enforce such provision at any subsequent time.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date indicated above:

SELLER - MOTOPOD LLC

By _____
Print _____
Its _____

BUYER

By _____
Print _____
Its _____