

AIRCRAFT PURCHASE AGREEMENT

This Aircraft Purchase Agreement is made by and between **BOMBARDIER INC.** ("Seller") and **FARAOTIS HOLDING LIMITED (CYPRUS)** ("Buyer") and shall be effective as of the date of its acceptance and execution by Buyer and Seller and Seller's receipt of the first payment due pursuant to Article 2.1 (i) by no later than December 19th 2014, failing which this Agreement shall be null and void and of no legal effect. This Aircraft Purchase Agreement, the Specification (as defined below), all schedules (including, without limitation, attachments, appendices, exhibits and addenda executed on the date hereof or incorporated herein by reference) and all amendments to the foregoing which are in writing and executed by both parties shall collectively be referred to as the "Agreement".

ARTICLE 1. AIRCRAFT DESCRIPTION

1.1 Subject to the provisions of this Agreement, Seller agrees to manufacture, sell and deliver, and Buyer agrees to take delivery of, and pay for, one Bombardier **GLOBAL 5000** aircraft with serial number 9639 (the "Aircraft") as described in the Aircraft Description & Customer Support Services Manual dated January 1, 2013 attached hereto as Schedule "A", the Standard Options Package manual dated May 11, 2012 attached hereto as Schedule "A-1", the Buyer-selected options list dated September 16, 2014, attached hereto as Schedule "A-2" and the Material Specification dated October 8, 2014 attached hereto as Schedule "A-3". Schedules "A", "A-1", "A-2" and "A-3" together with any executed change orders (collectively, the "Specification") are made part of this Agreement by reference.

ARTICLE 2. PRICE, PAYMENT SCHEDULE AND DELIVERY

2.1 In consideration of Seller's obligations to manufacture, sell and deliver the Aircraft to Buyer, Buyer shall pay to Seller the amount of \$42,000,000 USD as may be revised by change orders in accordance with Article 3 (together, the "Purchase Price") as follows:

- | | | |
|------|--|-------------------|
| (i) | 1 st payment due upon Buyer's execution of this Agreement: | \$ 35,000,000 USD |
| (ii) | balance of Purchase Price due at final delivery (as described in Article 5): | \$ 7,000,000 USD |

2.2 The Aircraft shall be ready for the commencement of the Delivery Process described in Article 5, at Seller's designated completion facility in the city of **Dorval, Quebec** (the "Delivery Location") by no later than February 28, 2015 (the "Scheduled Presentation Date"). Following Buyer's acceptance of the Aircraft, delivery and transfer of possession of and title to the Aircraft shall occur at the Delivery Location, in accordance with Article 5.3.

ARTICLE 3. COMPLETION WORK

3.1 The parties understand that the Aircraft Specification has already been defined as described herein and that no further changes will be incorporated into the Aircraft, except for the exterior paint scheme, for which Buyer shall be allowed to make its selection in accordance with Schedule "A" attached hereto, no later than December 12, 2014.

3.2 Notwithstanding Article 3.1 above, in the event Buyer requests any changes to the Aircraft Specification following the execution of this Agreement, then Seller agrees to evaluate such request with respect to feasibility, price and possible impact of such request on Seller's production schedule as well as on the Scheduled Presentation Date. If Seller is of the opinion that such changes are feasible and would not adversely impact its production schedule, then Seller shall send a change order indicating the price of such changes as well as the revised Scheduled Presentation Date (if applicable). One half of the price indicated on such change order shall be due on the date of execution of the change order by Buyer and the balance shall be due at final delivery. Provided Buyer executes such change order and pays the portion of the price indicated above in this Article within the timeframe set out in such change order, then Buyer's requested changes shall be added to the Aircraft Specification. Buyer understands that such changes may have an impact on the weight and the performance of the Aircraft and if available at such time, Seller shall provide an estimate of the change in weight and performance (if any) to Buyer.

AIRCRAFT PURCHASE AGREEMENT**ARTICLE 4. GENERAL PROVISIONS**

4.1 THE WARRANTY, OBLIGATIONS AND LIABILITIES OF SELLER AND THE RIGHTS AND REMEDIES OF BUYER SET FORTH IN THE AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF AND BUYER HEREBY WAIVES AND RELEASES ALL OTHER WARRANTIES, OBLIGATIONS, GUARANTEES, REPRESENTATIONS, LIABILITIES, RIGHTS OR REMEDIES, EXPRESS OR IMPLIED, ARISING BY LAW, IN CONTRACT, CIVIL LIABILITY, IN TORT OR NEGLIGENCE, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO A) ANY IMPLIED WARRANTY AND/OR CONDITION AND/OR TERM OF MERCHANTABILITY OR OF DESCRIPTION OR OF FITNESS FOR A PARTICULAR PURPOSE, AND B) ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF SELLER TO ANYONE OF ANY NATURE WHATSOEVER BY REASON OF THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE AIRCRAFT OR RELATED PRODUCTS AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.

4.2 WITHOUT LIMITING THE SCOPE OF ARTICLE 4.1, SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL AND/OR PUNITIVE DAMAGES OF ANY KIND OR NATURE UNDER ANY CIRCUMSTANCES OR, WITHOUT LIMITING THE FOREGOING, FOR ANY LOST PROFITS OR ANY OTHER LOSSES OR DAMAGES FOR OR ARISING OUT OF ANY LACK OR LOSS OF USE OF ANY AIRCRAFT, ANY EQUIPMENT, ANY ACCESSORY OR ANY SPARE PART FOR ANY REASON.

4.3 THE PARTIES HERETO HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITED WARRANTIES AND THE LIMITATION OF LIABILITY PROVISIONS CONTAINED HEREIN AND IN THE SPECIFICATION HAVE BEEN EXPRESSLY AGREED TO IN CONSIDERATION OF THE PURCHASE PRICE AND OTHER PROVISIONS OF THIS AGREEMENT. TO THE EXTENT APPLICABLE LAWS DO NOT ALLOW THE LIMITATIONS SET OUT IN THIS ARTICLE 4, SUCH LIMITATIONS SHALL NOT BE APPLIED OR INVOKED.

4.4 This Agreement including its formation, performance, termination and/or enforcement and the parties' relationship in connection therewith, together with any related claims arising under common law or statute, whether sounding in contract, tort or otherwise shall be governed, construed and enforced in all respects in accordance with the laws of England and Wales, excluding England and Wales conflicts of law provisions. The parties hereby irrevocably waive their rights to a jury trial of any claim or cause of action arising out of this Agreement or any related documents and any dealings between them relating to this transaction or any related transactions. This waiver shall apply to any subsequent amendments or supplements to this Agreement or any related documents.

ARTICLE 5. DELIVERY PROCESS

5.1 Seller shall give Buyer reasonable notice of the date (the "Delivery Process Commencement Date") on which the Aircraft will be ready for the delivery process described in this Article 5, including Buyer's inspection of the Aircraft and a flight test of not more than ten (10) hours duration (the "Delivery Process"). Buyer shall commence its inspection as part of the Delivery Process on the Delivery Process Commencement Date and accept the Aircraft promptly in accordance with Article 5.3, but in any case no later than ten (10) days of such date, unless defects or discrepancies are revealed as part of the Delivery Process, in which case Article 5.2 shall apply.

5.2 Defects or discrepancies revealed by the inspection set forth in Article 5.1 shall be corrected before or after Delivery Time as determined by the parties, acting reasonably, depending on the nature of the defects or discrepancies and the time required for correction. The work or parts required for such correction shall be at no cost to Buyer. If such correction requires an additional flight test, it shall be conducted in accordance with Article 5.1. Upon correction of those defects or discrepancies that are to be corrected prior to Delivery Time and upon determination of those defects or discrepancies to be corrected after Delivery Time, Buyer shall promptly accept the Aircraft in accordance with Article 5.3, but in any case no later than three (3) days of such correction/determination.

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5.3 Buyer shall accept the Aircraft at the Delivery Location by signing the Receipt of Aircraft Acceptance in the form of Schedule "B", attached hereto at which time final delivery shall occur and the balance of the Purchase Price shall be due to Seller. Upon receipt of all such payments due, Seller shall deliver to Buyer a bill of sale and, possession of and title to the Aircraft shall pass to Buyer free and clear of all rights, prior claims, interests, liens, charges, registrations and encumbrances (hereinafter "Liens") except for Liens created by or through Buyer or by persons claiming by or through Buyer, and risk of damage to or loss of the Aircraft shall pass to Buyer (the time of the delivery of title to the Aircraft from Seller to Buyer being the "Delivery Time").

ARTICLE 6. PAYMENT AND TAXES

6.1 Seller shall remain exclusive owner of the Aircraft until Delivery Time. Until Delivery Time, Buyer shall keep the Aircraft free and clear of all Liens except for Liens created by or through Seller or by persons claiming by or through Seller.

6.2 Buyer shall make all payments due under this Agreement by wire transfer in US dollars from an account in the name of Buyer. Buyer shall pay interest on any late payment. Any interest payable by a party as set forth in this Agreement shall be paid, apportioned and not compounded, at the rate equal to the one year LIBOR rate (as published in the "Money Rates" section of The Wall Street Journal), as selected on the last day of each month for the period during which such interest is payable, for the period commencing on the date the late payment was first due until payment is received (the "Interest"). Notwithstanding anything to the contrary hereunder, Buyer and Seller acknowledge and agree that all property rights in the payments made under this Agreement, including the payments specified under Articles 2.1 and 3, shall automatically and irrevocably vest with the Seller upon receipt. Without limiting any rights of Seller, in the event that Seller does not receive any payment provided for in Article 2 or Article 3 within 10 days of the due date, then Seller shall automatically be relieved of its obligation to present to Buyer the Aircraft ready for the commencement of the Delivery Process within the Scheduled Presentation Date in accordance with Article 2.2. Upon Seller's receipt of all payments then owed under Article 2 or Article 3 for the Aircraft (together with Interest thereon due under this Article 6.2) and provided Seller has not exercised any of its rights of termination under Article 9, Seller shall inform Buyer by written notice of a new Scheduled Presentation Date for the Aircraft as determined by Seller, in its sole discretion. Such Seller's written notice shall be deemed an amendment to this Agreement to incorporate the new Scheduled Presentation Date.

6.3 Buyer shall be responsible for the payment of any sales, use, personal property, excise, goods and services, value added, consumption, luxury, withholding or other similar taxes, duties or assessments and any related penalties and interest which may be levied, assessed, or imposed by any governmental authority or agency as a result of or in connection with this Agreement.

ARTICLE 7. LOSS OR DESTRUCTION

7.1 If the Aircraft is lost, destroyed or damaged beyond economic repair before Delivery Time, this Agreement shall automatically terminate upon Seller giving written notice of such occurrence to Buyer. Subject to Articles 9.5 and 12, Seller's sole obligation and liability, and Buyer's sole and exclusive right, remedy and recourse, upon such occurrence shall be limited to Seller promptly paying to Buyer an amount equal to all advance payments received by Seller for the Aircraft under this Agreement and thereafter the parties shall be released of any further obligation or liability to each other under this Agreement.

ARTICLE 8. EXCUSABLE AND NON-EXCUSABLE DELAY

8.1 Seller shall not be liable for any failure to deliver or delay in delivery of the Aircraft or delay in performance of any of its other obligations under this Agreement, due to force majeure, acts of God, violence, fire, explosion, action of the elements or weather conditions, or other catastrophe or accident, any legislation, act, order, directive, or regulation of any government or governmental body, labour trouble, delay or failure of carriers, subcontractors or suppliers, certification delays or any cause beyond Seller's reasonable control or without Seller's negligence ("Excusable Delay").

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8.2 In the event of any Excusable Delay, the time required for the performance of any obligation in this Agreement shall be extended for a period equal to the period during which any such cause and the effects thereof persist. If delivery of the Aircraft is delayed by reason of Excusable Delay for more than six (6) months, either Buyer or Seller may terminate this Agreement upon giving written notice to the other party, which notice shall be given within fifteen (15) days immediately following such period of six (6) months or within fifteen (15) days of any subsequent period of six (6) months if such Excusable Delay persists and the Agreement has not yet been terminated. Upon such termination and subject to Articles 9.5 and 12, Seller's sole obligation and liability, and Buyer's sole and exclusive right, remedy and recourse, upon such occurrence shall be limited to Seller promptly paying to Buyer an amount equal to all advance payments received by Seller for the Aircraft under this Agreement and thereafter the parties shall be released of any further obligation or liability to each other under this Agreement.

8.3 In the event the Aircraft is not ready for the commencement of the Delivery Process on or before the Scheduled Presentation Date for reasons of "Non-Excusable Delay" which shall be defined as any delay other than (i) an Excusable Delay, (ii) an event described in Article 7 or (iii) a delay caused by Buyer, then Seller shall pay as a credit against the balance of the Purchase Price due pursuant to Article 2.1 to Buyer, as liquidated damages, but not as penalty, an amount of \$6,000 USD per day of Non-Excusable Delay from the start of the Non-Excusable Delay until the earlier of (a) the date on which the Aircraft is ready for the commencement of the Delivery Process; or (b) the elapse of ninety (90) days of Non-Excusable Delay (the "LD Period"). The obligation of Seller to pay such liquidated damages is subject to Buyer accepting the Aircraft in accordance with Article 5 and the maximum amount of liquidated damages payable to Buyer is \$540,000 USD. Notwithstanding the provisions of Article 9, Buyer agrees not to terminate the Agreement during the LD Period. In the event the Delivery Process does not commence on or before the expiry of the LD Period, then Buyer shall have the right, upon expiry of the LD Period, to terminate this agreement pursuant to Article 9.2, in which case no liquidated damages whatsoever shall be credited or owed to Buyer under this Article. This Article constitutes Buyer's sole and exclusive right, remedy and recourse and Seller's sole obligation and liability to Buyer for a Non-Excusable Delay.

ARTICLE 9. TERMINATION

9.1 Either party may terminate this Agreement before Delivery Time by written notice of termination to the other party upon the occurrence of any of the following events: (i) the other party makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts; (ii) a receiver or trustee is appointed for the other party or for substantially all of such party's assets and, if appointed without such party's consent, such appointment is not discharged or stayed within thirty (30) days; (iii) proceedings under any law relating to bankruptcy, insolvency or the reorganization or relief of debtors are instituted by or against the other party and, if contested by such party, are not dismissed or stayed within thirty (30) days; or (iv) any writ of attachment or execution or any similar process is issued or levied against the other party or any significant part of its property or the Aircraft and is not released, stayed, bonded or vacated within thirty (30) days after its issue or levy.

9.2 If before Delivery Time: (a) Seller is, subject to Article 8, in default or breach of any material term or condition of this Agreement and does not act to cure such default or breach within ten (10) days after receipt of written notice from Buyer specifying such default or breach and does not continue thereafter to diligently cure such default or breach; or (b) Buyer terminates this Agreement pursuant to Article 9.1, then an amount equal to all advance payments received by Seller for the Aircraft under this Agreement shall, subject to Articles 9.5 and 12, promptly be paid to Buyer. Such payment shall constitute Buyer's sole and exclusive right, remedy and recourse against Seller and Seller's sole obligation and liability to Buyer and thereafter the parties shall be released of any further obligation or liability to each other under this Agreement.

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9.3 If before Delivery Time: (a) Buyer does not accept the Aircraft in accordance with Article 5 or is in default or breach of any other material term or condition of this Agreement (other than Buyer's obligations specifically covered under Article 9.3(b), (c) or (d) below) and does not cure such default or breach within ten (10) days after receipt of written notice from Seller specifying such default or breach; or (b) Seller does not receive any payment provided for in Article 2 or Article 3 on or before the stipulated date or Buyer fails to comply with its other obligations set forth in Article 3 and in all such cases Buyer does not cure such default within two (2) days after receipt of written notice from Seller specifying such default; or (c) Buyer is named on any list published by a governmental body which would prohibit Seller from engaging in transactions with Buyer or the transaction is otherwise prohibited by law, or if Seller determines as a result of due diligence that it may not sell the Aircraft to Buyer without substantial risk of violating the law; or (d) Buyer is subject to a "change in control" in contravention of Article 10.1, (each a "Buyer's Default"), then Seller shall be entitled to terminate this Agreement.

9.4 Upon written notice of termination from Seller to Buyer pursuant to Article 9.1 or 9.3, all rights which Buyer may have had in this Agreement or the Aircraft shall be extinguished and Seller shall be entitled to, as liquidated damages, an amount equal to fifteen percent (15%) of the Purchase Price. Subject to applicable legal requirements in case of a termination under Article 9.3(c), if all the advance payments received by Seller for the Aircraft under the Agreement exceed any such liquidated damages, then an amount equal to such excess shall, subject to Articles 9.5 and 12, be promptly paid to Buyer and thereafter the parties shall be released of any further obligation or liability to each other under this Agreement. Buyer agrees that such liquidated damages do not constitute a penalty and are a reasonable and agreed amount of the anticipated or actual harm or damages to be suffered by Seller. The parties agree that Seller's full damages are not readily calculable or quantifiable at the time of contracting and include, but are not limited to, costs associated with re-customizing the Aircraft for a replacement buyer, misallocation of planning and production resources, adverse impacts from missed sales projections, and presently unknown storage, insurance and maintenance expenditures.

9.5 Any payment of amounts to be made to Buyer under this Agreement shall be subject to right of setoff, compensation, deduction, withholding or counterclaim against Buyer as a result of any right or claim for any and all outstanding amounts, regardless of the nature or kind owed to Seller by Buyer under any other agreement. For the purpose of this Article 9.5, Seller shall include, as applicable, any of its affiliates, parent corporations and subsidiaries.

ARTICLE 10. MISCELLANEOUS

10.1. This Agreement and any of the rights of Buyer shall be assignable by Buyer subject to the written consent of the Seller provided that Buyer shall remain jointly and severally liable with the assignee for the fulfillment of all obligations under this Agreement. In addition, neither Buyer nor an assignee entity shall, without Seller's prior written consent, be subject to a "change in control" prior to Delivery Time. For the purpose of this Agreement, "change in control" means a direct or indirect change in the ownership of fifty percent (50%) or more of the voting shares of Buyer in favor of a third party which is not a wholly-owned subsidiary or an affiliate of Buyer. Notwithstanding the above, it is understood that nothing herein shall prevent Buyer from (i) making an initial public offering of its securities or (ii) being sold as long as the principal asset of the Buyer is not the Agreement, in which cases such "change in control" shall not constitute a Buyer's Default.

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10.1 Any notice to be given hereunder shall be sent by registered or certified mail, courier or electronic mail transmission to the party to which said notice is to be given at its address and email address as shown below unless such address or email address is changed by notice given to the other party in accordance herewith. Any notice sent by electronic mail requires evidence of receipt before it is deemed received.

If to Seller:

Bombardier Inc.
400 Cote-Vertu Road West
Dorval, Québec, Canada H4S 1Y9
Attn: Director of Contracts, Business Aircraft
Telephone: (514) 855-5000
Facsimile: (514) 855-7806

If to Buyer:

FARAOTIS HOLDING LIMITED (CYPRUS)
Riga Fereou Street, 11
3095, Limassol, Cyprus
Attn: The Directors
Telephone:
Facsimile:

10.2 This Agreement shall inure to the benefit of and be binding upon each of Seller and Buyer and their respective successors and permitted assigns.

10.3 This Agreement and the matters referred to herein constitute the entire agreement between Seller and Buyer and supersede and cancel all prior representations, alleged warranties, statements, negotiations, drafts, undertakings, letters, acceptances, agreements, understandings, contracts and communications, whether oral or written, with respect to or in connection with the subject matter hereof. This Agreement may only be amended or changed by a written instrument signed by both parties. In the event of any inconsistencies between this Agreement, any addendum, the Specification, the Schedules or other annexes stated to be part of this Agreement, the order of precedence shall be: any amendment, this Agreement, the Specification and other Schedules or annexes.

10.4 If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intent of such invalid or unenforceable term.

10.5 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof or acquiescence of the event giving rise to such right or remedy, but every such right or remedy may be exercised from time to time and so often as deemed expedient by the exercising party.

10.6 Buyer hereby acknowledges that it has been advised that Seller complies with applicable anti-money laundering and anti-terrorism legislation and that Seller takes necessary steps to “know its customer” and to identify, detect and deter unlawful money laundering or other activities prohibited by such applicable legislation.

10.7 The provisions of Articles 4, 6.3, 10.7, 11 and 12 shall survive the expiration or earlier termination of this Agreement for any reason.

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10.8 This Agreement may be signed in counterparts, each of which shall be deemed an original, but which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

ARTICLE 11. CONFIDENTIALITY

11.1 This Agreement is confidential between the parties and shall not, without the prior written consent of the other party, be disclosed by either party in whole or in part to anyone except to assignees or transferees per the provisions of Article 10.1 or as may be necessary for either party to carry out its obligations under this Agreement.

ARTICLE 12. CAPE TOWN REGISTRATION

12.1 Buyer will register, consent to, or allow any third party to register any international interest or prospective international interest, any contract of sale or prospective contract of sale only upon receipt of the written consent of the Seller on the International Registry created under the “Convention on International Interests in Mobile Equipment” (“Cape Town Convention”) with respect to the airframe or the engines on the Aircraft following Delivery Time.

12.2 Seller represents that it is an entity properly registered under the Cape Town Convention international registry. Upon written request from Buyer, Seller will, at any time after Delivery Time, provide its consent to one (1) contract of sale registration evidencing the transfer of title of the Aircraft to Buyer, provided all amounts due to Seller under the Agreement have been paid in full. Buyer shall be responsible for all registration and search costs.

12.3 In the event of termination of this Agreement for any reason whatsoever, any payment to be made to Buyer under this Agreement shall be conditional upon Buyer discharging or causing the discharge of any registration created by or through Buyer or by persons claiming by or through Buyer in contravention of this Article 12. Upon request, Buyer shall provide Seller with sufficient evidence to satisfy Seller that any such registrations have been discharged. Notwithstanding the foregoing, if Seller commences court proceedings to obtain the discharge of any such registrations created in contravention of this Article 12, Seller shall be entitled to recover against Buyer any and all costs, fees and expenses (including attorney fees) incurred by Seller to obtain such discharge and Buyer shall also be liable for any and all damages suffered by Seller as a result of Buyer’s breach of its obligations under this Article 12. Seller shall be entitled to set-off such costs, fees, expenses and damages against any payment to be made to Buyer under this Agreement.

ARTICLE 13. AMENDMENT TO SCHEDULE A-2

13.1 At Delivery Time, Seller shall deliver the Aircraft to Buyer with a Transport Canada Certificate of Airworthiness for Export to Isle of Man which will ensure that the Aircraft is in a technical state which will qualify the Aircraft (but for greater certainty, not the operator) to obtain Isle of Man registration.

ARTICLE 14. AMENDMENT TO SCHEDULE A**14. CUSTOMER SUPPORT SERVICES****Article 14.3 Training**

In the first bullet of the first paragraph delete two (2) qualified pilots and replace with “four (4) qualified pilots”.

AIRCRAFT PURCHASE AGREEMENT**ARTICLE 15. CREDIT MEMORANDUM**

15.1 Buyer may renounce to its rights for additional training for two (2) qualified pilots as referred to in Article 14 above, by sending a written notice to Seller no later than twelve (12) months after Delivery Time. In consideration for such renunciation, Seller will issue, upon receipt of the written notice, a credit memorandum in favor of Buyer in the amount of one hundred thousand USD dollars (\$100,000.00 USD). Such credit memorandum shall be used for Buyer's purchase of goods and services at a Bombardier Aircraft Services factory owned service center within a period not to exceed twenty-four (24) months after Delivery Time. Such credit memorandum is not redeemable for cash and has no cash value. This Article is provided for the sole benefit of Buyer and is not assignable or transferable.

[Signature page follows]

AIRCRAFT PURCHASE AGREEMENT

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be duly executed by authorized representatives as of the day and year indicated below.

BOMBARDIER INC.

400 Côte-Vertu Road West
Dorval, Québec H4S 1Y9 Canada
Telephone: (514) 855-5000
Facsimile: (514) 855-7806

FARAOTIS HOLDING LIMITED (CYPRUS)

Riga Fereou Street, 11
3095, Limassol, Cyprus
Telephone:
Facsimile:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BOMBARDIER INC.

RECEIPT OF AIRCRAFT ACCEPTANCE

_____ HEREBY ACKNOWLEDGES TO HAVE ACCEPTED FROM
BOMBARDIER INC., AT _____, ON THE ____
DAY OF _____, ONE (1) _____ MODEL AIRCRAFT BEARING
SERIAL NUMBER _____, INCLUDING WITH THE AIRCRAFT THE _____ ENGINES
BEARING MANUFACTURER'S SERIAL NUMBERS _____ AND _____, COMPLETED IN
ACCORDANCE WITH THE SPECIFICATION TO THE AIRCRAFT PURCHASE AGREEMENT
BETWEEN BOMBARDIER INC. AND _____ DATED
_____.

NAME:

TITLE: