



Eclipse 500™ Deposit Agreement



ECLIPSE
AVIATION



To Submit Your Eclipse 500 Deposit.

- Review, sign, and return the original Deposit Agreement to:
 Eclipse Aviation Corp.
 Aircraft Sales
 P.O. Box 201462
 Dallas, TX 75320-1462
- Forward the deposit or wire funds as instructed in the Deposit Agreement to Eclipse Aviation Corporation.

Definition of Terms.

Terms used in the Deposit Agreement and for describing the Eclipse 500 Deposit Agreement are defined in this section.

- **Economic Price Adjustment (EPA)** - these are price adjustments based on cost of living increases. The index we use to determine EPA is the national CPI-W, which is an index of U.S. Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics. We will use the CPI-W figures as published on the date the calculation is made. To calculate future EPA to the date of delivery, we will estimate EPA using the average change for CPI-W for the most recent six months for which CPI-W has been published.
- **FAA Certification Date** – the date of certification of the Eclipse 500 under FAR Part 23. The projected FAA Certification Date is March 2006. However, for purposes of determining refund rights, this date may be as late as September 30, 2006.
- **List Price** - \$950,000 as established by the company on January 31, 2003 and set in June 2000 dollars. List Price is subject to Economic Price Adjustment (EPA) for inflation from June 2000 to date of delivery. Optional Equipment is not included.
- **Final Delivery Price** – the price to be established six months prior to aircraft delivery that will reflect List Price plus Economic Price Adjustment (EPA) from June 2000 to the projected date of delivery. Optional Equipment will be separately priced and is not included in Final Delivery Price definition as used within this document and in the Deposit Agreement.
- **Guaranteed Performance Specifications** - speed, range, useful load, and stall speed.
- **Optional Equipment** - equipment offered for the Eclipse 500 that is not part of the Standard Equipment List, and for which an extra cost may be charged. Optional Equipment may be announced by Eclipse at any time and may be added by a customer until six months prior to delivery of the aircraft.
- **Standard Equipment List** - standard equipment to be provided within the List Price.
- The delivery date for your aircraft will be firmly established 180 days in advance of delivery of each aircraft.
- Receipt of a signed Deposit Agreement and your deposit must be verified and confirmed by Eclipse Aviation Corporation for your deposit to be accepted and the Deposit Agreement to be binding and effective. Eclipse will confirm your deposit by assigning a Serial Number on the Signature Page and returning a copy to you.
- We will not accept counter offers or modifications to the Deposit Agreement.
- Incomplete agreements, modified agreements, or those submitted without deposit are not valid and will be returned or ignored.

BE SURE TO CAREFULLY READ THE TERMS AND CONDITIONS OF THE DEPOSIT AGREEMENT BEFORE SIGNING AND SUBMITTING YOUR DOCUMENT AND DEPOSIT.



**ECLIPSE
AVIATION**

2503 CLARK CARR LOOP SE
 ALBUQUERQUE NM 87106
 TEL 505 245 7555
 FAX 505 245 7888
 WWW.ECLIPSEAVIATION.COM

2 Eclipse 500 Deposit Agreement

Key Terms.

1. The List Price is subject to increase for inflation as measured by the CPI-W index. The price will be increased for inflation from June 2000 to the date of aircraft delivery.
2. Deposit is refundable only if Standard Equipment List has been shortened, OR Guaranteed Performance Specifications are not met, OR FAA Certification Date of the Eclipse 500 occurs after September 30, 2006.
3. Your required deposit amount is as follows:
 - \$97,500 as initial deposit;
 - \$52,500 due at FAA Certification Date.
4. 60% of the sum of the Final Delivery Price and the price of Optional Equipment of the Eclipse 500 aircraft (as set forth in the Purchase Agreement), will be due upon execution of the Purchase Agreement. The remaining 40% of the sum of the Final Delivery Price and the price of Optional Equipment of the Eclipse 500 aircraft (as set forth in the Purchase Agreement), less the deposits previously received by Eclipse, will be due upon delivery.
5. Deposit may be made by personal check, company check, cashier's check, certified check, money order, or wire transfer, and must be paid in U.S. Dollars.
6. Buyers may reserve more than one aircraft. An additional initial deposit of \$97,500 and an additional Deposit Agreement are required for each additional aircraft. Each Deposit Agreement must be signed, returned and confirmed for it and the additional deposit to be binding and effective.
7. Eclipse 500 positions are transferable. Buyer may sell or otherwise transfer Deposits and aircraft delivery position subject only to compliance with Eclipse's transfer procedure policy, which is available from Eclipse Customer Service.

List Price (June 2000 Dollars): \$950,000

Eclipse 500 Initial Deposit: \$97,500



Performance Specifications & Equipment List.

Your deposits are refundable if the Eclipse 500 does not meet any of the following:

Guaranteed Performance

Max Cruise Speed* (kt)	375 (+/- 2.5%)
Stall Speed (kt)	67 (+/- 4%)
Range, 4 occupants** (nm)	1,280 (+/- 5%)
Useful Load (lb)	2,250

Certification Date

Not later than September 30, 2006

* at 4,950 lb, ISA conditions

** at high-speed cruise, NBAA IFR 100nm alternate, pilot 200 lb, passengers 170 lb, ISA conditions

Standard Equipment

- Full IFR capability
- Three large EFIS displays for PFDs and MFD
- Flight management system
- 3-axis auto pilot
- Color weather radar
- Autothrottle
- Dual VHF com
- Dual VHF nav
- Dual localizer and glide slope
- Dual mode S transponder
- Dual GPS, IFR enroute and approach certified
- Dual AHRS with air data computer
- Dual pitot static system
- Certified for known icing
- Standard interior with five seats
- Standard paint scheme
- Air conditioning
- RVSM group certified



4 Eclipse 500 Deposit Agreement

This Eclipse 500 Deposit Agreement ("Agreement") is made and entered into on the date listed below, between Eclipse Aviation Corporation, ("Eclipse"), and the undersigned ("Buyer"). Buyer desires to buy, and Eclipse wishes to sell, an Eclipse 500 jet aircraft, following FAA certification of the aircraft. This Agreement is subject to the terms and conditions contained herein. This Agreement secures a delivery position for one Eclipse 500 jet and is not a purchase agreement. Buyer may enter into additional Deposit Agreements to reserve additional aircraft. The Eclipse 500 Deposit Agreement is subject to cancellation at any time without notice, at the sole discretion of Eclipse, and Deposit Agreements and deposits received after cancellation shall not be binding on Eclipse. Defined terms used in this Agreement but not defined in this Agreement shall have the meanings assigned to them in this brochure. Based upon the foregoing, Eclipse and Buyer (also referred to as the "Parties"), desiring to be legally bound, agree as follows:

1. The List Price of the Aircraft (\$950,000) is in June 2000 dollars and is subject to Economic Price Adjustment (EPA) for increases in the consumer price index (CPI-W) from June 2000 to the date of delivery. The Guaranteed Performance Specifications, and the Standard Equipment List are set forth in the "Performance Specifications & Equipment List" on page 3 of this brochure. The List Price does not include the price of Optional Equipment;
2. Buyer shall place Ninety-Seven Thousand Five Hundred Dollars (\$97,500) on deposit with Eclipse ("First Deposit"). The deposit shall be applied to the purchase of one Eclipse 500 jet (also referred as the "Aircraft") pursuant to an Eclipse 500 Purchase Agreement to be executed by the Parties (see section 7);
3. The First Deposit may be made by personal check, company check, certified check, cashier's check, money order, or wire transfer, in U.S. Dollars, and should be remitted per the instructions on page 6;
4. To reserve a delivery position, Buyer must sign and return this Deposit Agreement and pay the First Deposit. No delivery position will be secured until (a) Eclipse has received the signed Deposit Agreement from Buyer; (b) Eclipse has confirmed to Buyer Eclipse's receipt of the First Deposit funds (as indicated on the Signature Page) and; (c) Eclipse has counter-signed the Deposit Agreement and returned a copy to Buyer. Delivery positions are offered on a first come, first served basis, and are subject to prior commitment and availability, as determined by Eclipse in its sole discretion;
5. Within four business days of Eclipse's notification to Buyer of the FAA Certification Date of the Eclipse 500 Aircraft, Buyer shall pay to Eclipse an additional deposit of Fifty-Two Thousand Five Hundred Dollars (\$52,500) ("Additional Deposit"). The First Deposit and the Additional Deposit shall be referred to collectively as the "Deposits," but only if and to the extent the funds for such First Deposit and Additional Deposit are actually received by Eclipse. The Additional Deposit may be made by personal check, company check, certified check, cashier's check, money order, or wire transfer, in U.S. Dollars, should be remitted per the instructions on page 6, and will be effective upon confirmation of receipt of funds by Eclipse;
6. Buyer can cancel this Agreement, and obtain a refund of the Deposits only upon the occurrence of any of the following events (each, a "Refund Event"): (a) the Aircraft does not meet Guaranteed Performance Specifications, (b) the Aircraft Standard Equipment List contains less equipment than the list of standard equipment published in the Eclipse 500 Deposit Agreement brochure, or (c) the FAA Certification Date is later than September 30, 2006. To receive a refund, Buyer must give written notice to Eclipse (2503 Clark Carr Loop SE, Albuquerque, NM 87106) of Buyer's desire for a refund within thirty days of the occurrence of a Refund Event. Notice must specify the Refund Event that gives rise to Buyer's desire for a refund and include a copy of this Deposit Agreement. Upon receiving effective notice, and provided that Buyer is not then in default, Eclipse shall refund to Buyer at Buyer's address set forth on the Signature Page all Deposits previously received from Buyer. Eclipse shall make the refund within thirty days of receiving effective notice;
7. Eclipse and Buyer shall enter into an Eclipse 500 standard Purchase Agreement for the Aircraft (the "Purchase Agreement") no later than

Continued on page 5.

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180 days prior to Aircraft delivery. Upon execution by the Parties, the Purchase Agreement shall govern the purchase of the Aircraft and fully supersede this Agreement. At that time, the Final Delivery Price will be established, including EPA increases estimated to the date of delivery. All Deposits made by Buyer shall be applied to the Final Delivery Price for the purchase of the Aircraft, provided that Buyer has not defaulted or earlier cancelled this Deposit Agreement;

8. Eclipse will use customer deposits as an important measure of demand for aircraft, and will commit to production expenses accordingly. If Buyer defaults on its obligations under this Agreement, including its obligation to enter into a Purchase Agreement for an Aircraft, Eclipse will be damaged in a manner that will be difficult to calculate. For these reasons, as liquidated damages for Buyer's default under this Agreement, Eclipse may cancel Buyer's delivery position and retain all Deposits made to date. If Buyer is unable to fund the Additional Deposit or enter into the Purchase Agreement for reasons that are beyond Buyer's control, then Eclipse, at its sole discretion, may refund all or a portion of any Deposits that have been received by Eclipse;
9. 60% of the sum of the Final Delivery Price and the price of Optional Equipment of the Aircraft (as set forth in the Purchase Agreement) will be due upon execution of the Purchase Agreement;

10. The remaining 40% of the sum of the Final Delivery Price and the price of Optional Equipment of the Aircraft (as set forth in the Purchase Agreement), less the Deposits previously received by Eclipse, will be due upon delivery;

11. **Attorneys' Fees.** Should any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) among the Parties or their representatives in connection with this Agreement, the prevailing party in such proceeding as determined by the court or arbitrator will be entitled to reimbursement of its reasonable attorneys' fees, expenses and court costs incurred in the litigation or arbitration;

12. **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of New Mexico, regardless of the choice of law provisions of New Mexico or any other jurisdiction. Any and all disputes between the Parties will be heard in an appropriate federal or state court located in Bernalillo County in the State of New Mexico. The Parties acknowledge that such courts have exclusive jurisdiction and venue under this Agreement and the Parties consent to, and waive any and all objections that they may have as to jurisdiction and/or venue in any of the above courts;

13. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which

together shall constitute one and the same instrument.

This Agreement may be signed by facsimile, which shall be considered an original signature;

14. **Severability.** In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void, or unenforceable, the provision shall survive to the extent allowed under the applicable law, and all of the other provisions of the Agreement shall remain in full force and effect;

15. **Transferability; Modification.** This Agreement (and the rights granted in the Agreement) is assignable or transferable by Buyer, subject only to Buyer's compliance with Eclipse's transfer procedure policy, which is available from Eclipse Customer Service. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition or breach shall not be deemed to be a further or continuing waiver of any such condition or breach, or of the breach of any other provision of this Agreement; and

16. **Section Headings.** The section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

Eclipse 500 Deposit Agreement Signature Page **6**

To submit a deposit toward the purchase of an Eclipse 500 aircraft, complete the following three steps:

1. Send deposits in U.S. dollars by check, money order, or via wire transfer.

Check or Money Order. Make your check or money order payable to "Eclipse Aviation Corporation." Reference the Buyer Name in the memo or remittance advice area of the check or money order. This will ensure proper application of your funds; missing information may delay the assignment of your serial number.

Wire Transfer. Wire your Deposit to:

Bank: Wells Fargo Bank, NA

ABA No.: 121000248

Credit A/C No.: 4944442128, Eclipse Aviation Corp., Aircraft Sales

Originator to Beneficiary Information (OBI), or Reference - Reference your Buyer Name on the wire transfer. This will ensure proper application of your funds; missing information may delay the assignment of your serial number.

Identify the financial institution and associated information from which funds have been wired OR attach a copy of your financial institution's wire instructions:

Wiring Bank: _____ Date Wire Transfer Sent: _____

Address: _____

Account Name: _____ Account Number: _____

2. Complete and sign the Agreement below.

This Agreement shall not become binding and effective between the Parties until Eclipse has countersigned this Agreement and returned a copy of the Agreement to Buyer.

IN WITNESS WHEREOF, the Parties have caused this Eclipse 500 Deposit Agreement to be signed by their duly authorized representatives on the date written below.

Dated: _____

Eclipse Aviation Corporation

By: _____
(print name)

Signature: _____

2503 Clark Carr Loop SE

Albuquerque, NM 87106

Phone: 505-245-7555

Buyer: _____

By: _____
(print name)

Signature: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Serial Number: _____
(to be assigned by Eclipse Aviation)

3. Detach this page and enclose with check or money order (if applicable) in stamped envelope. Affix peel-off address label on reverse side of this page, and mail to:

Eclipse Aviation Corp., Aircraft Sales, P.O. Box 201462, Dallas, TX 75320-1462.

For confirmation of funds received, contact Eclipse Customer Service at 505-724-1200.



Detach this page and return your signed agreement (page 6) by placing it in a stamped envelope and using the "peel off" address label below.

<p>Eclipse Aviation Corp. Aircraft Sales P.O. Box 201462 Dallas, TX 75320-1462</p>
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For assistance, please contact the Eclipse Sales Department:
Phone: 505-724-1100
Fax: 505-241-8803
E-mail: sales@eclipseaviation.com



ECLIPSE
AVIATION

2503 CLARK CARR LOOP SE

ALBUQUERQUE NM 87106

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FAX 505 245 7888

WWW.ECLIPSEAVIATION.COM