



ICON A5® Aircraft Deposit Agreement

This AIRCRAFT DEPOSIT AGREEMENT ("Deposit Agreement") is entered into, as of the Effective Date indicated below by and between the buyer listed in the "Billing Information" section of the Payment Form on the following webpage ("Buyer") and ICON Aircraft, Inc., seller, a corporation incorporated under the laws of the State of Delaware ("ICON").

This Deposit Agreement, together with the Terms and Conditions set forth in Exhibit A, and the Preliminary Aircraft Specification attached as Exhibit B, contains the agreement regarding the deposit terms for one ICON A5 aircraft described below. Key terms in this Deposit Agreement are as follows:

Aircraft:	ICON A5
Purchase Price:	\$189,000 Estimated + CPI¹
Deposit Amount:	\$5,000
Refundable:	Yes
Holding Account:	Yes
Position Number:	[To be assigned by ICON]

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, receipt of which is acknowledged, ICON and Buyer (each a "Party," and collectively the "Parties") agree as follows:

Section 1 PURCHASE PRICE AND REFUNDS

Section 1.1 The estimated price herein is subject to change at ICON's sole discretion. The final purchase price for the base Aircraft ("Final Purchase Price") will be the ICON list market price applicable to the then-estimated Delivery Date (as defined in the Terms and Conditions), including the then-current ICON list price of any selected optional equipment or services, and will be listed in the Aircraft Purchase Agreement.

Section 1.2 The Deposit shall be held in a holding account, currently with Silicon Valley Bank ("Holding Agent"). ICON is responsible for the costs of the holding account and is entitled to any interest earned on deposited funds. The Holding Agent may be changed by ICON in its discretion. Buyer agrees to provide information that may be requested by the Holding Agent, including without limitation, information to confirm the Holding Agent's compliance with state and federal laws against terrorism and money-laundering activities. The holding agreement requires the Holding Agent to comply with ICON's written instructions concerning the deposited funds. The Holding Agent is only authorized to accept instructions from ICON. When a Buyer cancels this Deposit Agreement in accordance with its terms, ICON will direct the release and return the Deposit (less cancellation or other fees, as applicable) to the Buyer. When Buyer executes an Aircraft Purchase Agreement, ICON will direct the release of the Deposit to ICON to be applied toward the Purchase Price as provided in the Aircraft Purchase Agreement. If Buyer fails to timely cancel or execute an Aircraft Purchase Agreement, ICON will direct the release and return of the Deposit to ICON. The Deposit will not become the property of ICON unless the Buyer executes an Aircraft Purchase Agreement or fails to cancel or execute an Aircraft Purchase Agreement as provided for in this Deposit Agreement.

Section 1.3 Buyer may cancel this Deposit Agreement by providing written notice to ICON no later than twenty-one (21) calendar days after the date of the Production Notice (as defined in the Terms and Conditions). In the event Buyer timely cancels this Deposit Agreement, Buyer's Deposit will be refundable less a \$500.00 processing fee. However, in the event Buyer timely cancels the Deposit Agreement for the reason stated in the cancellation notice that the Final Purchase Price of the Aircraft in the Aircraft Purchase Agreement with standard equipment is higher than the Estimated Price (other than economic escalations from July 1, 2013 using the Consumer Price Index for Urban Wage Earners and Clerical Workers [CPI-W; U.S. City Average] as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the period from July 1, 2013 until the date of the Production Notice), the \$500.00 processing fee will not be deducted from the refund. ICON will refund the Deposit

¹ Estimated Price is as of July 1, 2013 and the CPI increase is calculated from that date.

to Buyer within forty-five (45) days after receipt of a timely cancellation notice, either by check or refund to the credit card used for the Deposit.

Section 1.4 ICON will use this Deposit Agreement as an important measure of demand for the Aircraft and will commit to development and production costs accordingly. If this Deposit Agreement is terminated by ICON pursuant to Paragraph 6(b) or 6(c) of the Terms and Conditions, ICON will be damaged in a manner that will be difficult to calculate. For these reasons, if such termination occurs, ICON may cancel Buyer's delivery position and retain the Deposit and any other pre-delivery payments made by Buyer as liquidated damages. Buyer acknowledges that the foregoing liquidated damages provision is an important consideration to ICON's willingness to enter into this Deposit Agreement and is not a penalty.

Section 2 COMMUNICATION

Section 2.1 After executing this Deposit Agreement, Buyer will receive an email with a username and password inviting Buyer to complete Buyer's aviation experience profile on ICON's owner center portal at <https://my.iconaircraft.com> (the "Owner Center"). Buyer's initial contact information is set forth in the "Billing Information" section of the Payment Form. Buyer is responsible for ensuring ICON has current contact information at all times. Contact information can be updated via the Owner Center. ICON posts important information and documents for customers on the Owner Center. ICON will use the Owners Center and Buyer's email address from the Owner Center as the primary means of contacting Buyer.

Section 2.2 Any notice to Buyer given under this Deposit Agreement may be sent by email or by pre-paid overnight delivery (FedEx, UPS, etc.) to the contact information listed in the Owner Center. Each notice shall be deemed to have been given or made when actually received or twenty-four (24) hours after being sent, whichever occurs first.

Section 2.3 ICON's current contact information is available at www.iconaircraft.com/contact.html. Any notice to ICON given under this Deposit Agreement may be sent by email to Deposits@iconaircraft.com or by pre-paid overnight delivery (FedEx, UPS, etc.) to the address listed at the web address above. Each notice or demand shall be deemed to have been given or made when actually received or twenty-four (24) hours after being sent, whichever occurs first.

Section 3 ENTIRE AGREEMENT

Section 3.1 The Terms and Conditions set forth in Exhibit A attached hereto are incorporated by reference and made part of this Deposit Agreement. This Deposit Agreement, together with its exhibits, constitutes the entire agreement among the parties, and supersedes all prior written or oral understandings, concerning its subject matter. Buyer shall pay the Deposit by completing the Payment Form. This Deposit Agreement shall become binding upon ICON's acceptance which shall be effected by sending an email to Buyer confirming receipt of the Deposit and an email assigning a delivery position number (the date of such acceptance, the "Effective Date"). Prior to ICON's acceptance, the offer of entering into this Deposit Agreement is subject to change in ICON's sole discretion at any time.

Buyer acknowledges that Buyer has read, understands and accepts this Deposit Agreement in its entirety, including without limitation the terms and conditions in Exhibit A.