



SEEDWINGS

MANUFACTURER OF THE SENSOR

DESIGN, DEVELOPEMENT AND MANUFACTURING LICENCE AGREEMENT for the SEEDWINGS INC. SENSOR 144 - 610

Thank you for requesting Seedwings Inc. to design and develop a new small hang glider for you. This document is to confirm the agreements for your licensed manufacturing of the all new Sensor 144 for a contracted period of time.

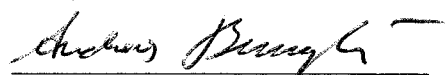
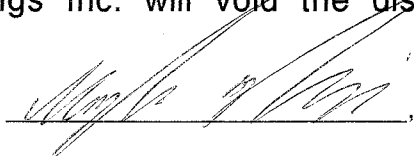
As you have asked of Seedwings Inc., we has developed this new high performance, high aspect, small VG Sensor using metric 7075 T6 leading edge tubes and ribs with a new quick setup procedure, easy handling and high performance. The technical expertise of Seedwings Inc. developing and the refining of this new design is, we believe unmatched by any other company and small glider in its category. We are now ready to transfer the technology to you under the terms of this contract.

This manufacturing licence agreement is made and entered into as of July 24, 1991, by SEEDWINGS INC., referred to as the "licensor" and, SEEDWINGS EUROPE, GMBH, ANDREAS BANGHERI, referred to as the "licensee", is as follows: Any breach of this licence agreement will void the distribution rights of Seedwings Europe.

1. This manufacturing licence is for the Seedwings Inc., 610 Sensor 144 square foot size only. Seedwings Europe is to have the manufacturing and distribution rights for the Sensor 144 size in Europe until July 24, 1993. Jorne Erik Lothe, Lilly LeBlance and Mike Theocharis are to remain the only individuals Seedwings Inc. reserves the right to sell Sensor's to on a continuous basis.

2. The larger size Sensor 610 development, also with your request, will be ready January 1992 for a all new sole and separate licence agreement. Any different size of the Sensor 610-144 built by Seedwings Europe from the Sensor 610-144 technology without the original technology and written agreement from Seedwings Inc. will void the distribution rights of Seedwings Europe.

Both parties sign this page:



Angath, 30.1.1992



3. The exclusive names in hang gliding world wide, Seedwings and Sensor, shall only be used by the Licensee with the name (EURO) for example or other appropriate name attached to the name (Seedwings Europe and the Euro Sensor 144) for the term of this manufacturing agreement. It is also agreed that there is no other agreement either extended, implied or otherwise stated outside of or beyond this licence agreement to use the names Seedwings, Sensor, 510 and or 610 and or the Seedwings Inc. logo symbol. After the terms of this agreement the Sensor and even the name of your company must be renamed to omit the names Seedwings and Sensor or a royalty use fee will be fairly requested to be paid to Seedwings Inc.

4. Any experimental hang glider and of a different size built by Seedwings Europe that is not a Seedwings Inc. originated Sensor model and size is required to be renamed and the name written visibly on the sail.

5. The price for designing, developing, building and testing is a payment for the contracted project to a fixed level of completion. That fixed level of completion is tested and passing the HGMA airworthiness certification test levels but not necessarily HGMA certified. The development payment amount for this manufacturing licence agreement is US \$ _____ dollars and is non-refundable, non-returnable, or otherwise compensated for either during or after the term of this agreement. Payment will be in two parts; metric, anodized 7075 T6 seamless drawn tubing and the balance of money paid just prior to the delivery of sail patterns and all dimensions to build the Sensor 610 -144 and also the first two 144 updated prototypes. The first prototype for load testing only and the second for pitch and flight testing.

6. The licensee will have the right to future Seedwings Inc. hang gliders in licensed manufacturing and or dealer distribution if all terms and conditions are in agreement at that time. Terms and conditions will include things like, price of the development/licence fee, Seedwings Europe quality control and airworthiness record and a balanced monies account with Seedwings Inc.

Both parties sign this page:

_____ Angath, 30.1.1992, _____

SEEDWINGS
MANUFACTURER OF THE SENSOR

7. To assist air worthiness and quality control similarities the licensee should purchase at least 6 Seedwings Inc. Sensor 144 per year ordered two or three units at a time. The price will be standard dealer price or 30% off retail. At this writing the retail is U\$4,500.00, dealer price is U\$3,150.00 plus a container for U\$40.00. January 1, 1992 the retail price will be U\$4,600.00.

8. Manufacturing technology includes the patterns, method of construction, materials specifications, frame, parts and components specifications. Any significant departure from the original design, quality control and or airworthiness will void the distribution rights.

9. Training on the production of one 144 sail for Seedwings Europe is optional and would be for only one week. Your own video tape equipment and lots of batteries is suggested. The cost of this one sail will be \$1,950.00 USD. The sail maker trainee will be on Seedwings Europe payroll and will not cost Seedwings Inc. wages or other costs.

10. In the spirit of success, producing the best hang gliders that possibly can be made, we agree to work together to help each other succeed.

Signed, dated, titled and agreed by both parties:

Andrew Bengler President Seedwings Europe GmbH
[Signature] - Sail Maker, V.P. [Signature]

Angath, 30.1.1992