

INTERORBITAL SYSTEMS, INC. SATELLITE LAUNCH CONTRACT

This Sales Contract ("Contract") is entered into by and between Interorbital Systems, Inc. (IOS) (Launch Provider/Seller) and Buyer Team Plan B, Adobri Solutions Ltd.

Seller's Name: **Interorbital Systems, Inc.** Seller's Address: **1394 Barnes St., Mojave, CA 93501** Telephone: **1.661.965.0771** Email: **ios@interorbital.com**

Buyer's Name: Team Plan B, Adobri Solutions Ltd.

Buyer's Shipping Address: #1407 – 950 Cambie st.

City, State, ZIP: Vancouver, BC, V6B 5X5 Country: Canada

Telephone: 604-3061526 Email: Adobri@shaw.ca

1. **Sale of Satellite and/or Launch.** Customer hereby agrees to purchase from Interorbital Systems one or more of the following types of Satellite Launches, Products, or Services:

- () TubeSat Suborbital Test Launch -ID Code: (TL)
- () TubeSat Kit plus Launch - ID Code: (TS) or (TSS—Shell Only*)
- () TubeSat Back-up Kit -ID Code: (TSBK)
- () CubeSat Kit and Launch(1kg) – ID Code: (CSKL)
- () CubeSat Kit and Launch(1.33 kg) – ID Code: (CSKL.33)
- (x) CubeSat Launch (no kit) 1kg max - ID Code: (CSL)
- () CubeSat Launch (no kit) 1.33kg max- ID Code: (CSL.33)
- () CubeSat Back-up Kit (no launch included) – ID Code: (CSK-BK)
- () 30-kg Payload (Total weight of spacecraft and deployment unit) - ID Code: (30KG)
- () 45-kg Payload (Total weight of spacecraft and deployment unit) - ID Code: (45KG)
- () Import/Export Fee for Non-US Buyers (EXP)
- () Shipping, Handling, Insurance (outside US) –ID Code (SHIP)
- () Suborbital Test Launch Payload Space (STL)

2. **Price.** Full payment is required at time of purchase, unless IOS and the Buyer decide upon another arrangement.

<u>Launch Type</u>	<u>Unit Price</u>
30 kg or 45-kg Launch (Dedicated/NonStandard)	Contact IOS for pricing
TubeSat Kit/Launch (Standard/Co-Manifested)	<u>\$8,000</u>
TubeSat (Shell Only) Launch	<u>\$8,000</u>
TubeSat Suborbital Test Launch	<u>\$500 per kg</u>
TubeSat backup kit	<u>\$950</u>
<u>Available only to clients who also purchase a Kit-and-Launch-Package</u>	
CubeSat, Launch Only (1kg) Standard/Co-Manifested	<u>\$12,500</u>
CubeSat, Launch Only (1.33kg) Standard/Co-Manifested	<u>\$16,625</u>

CubeSat Kit/Launch (1.33kg) Standard/Co-Manifested	<u>\$19,125</u>
CubeSat Kit Back-Up Kit	<u>\$2,500</u>
<u>Available only to clients who also purchase a Kit-and-Launch--Package</u>	
Shipping and handling (outside USA)	<u>\$150</u>
Free shipping in continental US	
US Import/Export License Fees for Non-US Buyers	<u>\$500</u>

Add CA 8.25% sales tax, if applicable, or include tax-exempt information. Please note that all the following information applies to both TubeSat and CubeSat Kit and/or Launch buyers:

3. **Test Launch:** Test launches are flights on low-altitude launch vehicle test flights <50k ft.
4. **Nonstandard TubeSat Kits:** All non-standard TubeSat Kit purchases should refer to the attached price list, check the desired package and list the product code and total in the space above.
5. **PicoSat Program Description:** The Buyer's TubeSat(s)/CubeSats will be launched on an IOS Rocket into Low Earth Orbit where it should remain for a estimated period of from 3 weeks to 3 months, depending upon solar activity. The spacecraft will re-enter earth's atmosphere and burn up at the end of its useful life. Each launch may include any of the following payload combinations: a maximum of 32 TubeSats; 15 CubeSats; a single payload up to 45 kilograms; or some combination of these form factors.
6. **TubeSat/CubeSat Testing, Inspection, and Integration:** Each IOS Sat Buyer agrees to test the satellite(s) according to the instruction manual and submit it to IOS for inspection and payload integration by the date established by IOS. IOS will coordinate with the Buyer to schedule delivery, inspection, and integration. If the satellite(s) is not delivered by the specified date, or is deemed unworthy or dangerous to launch, the Buyer's satellite will slip to a later launch (after correcting problems) and be replaced on the current manifest by the next Tube/CubeSat on the waiting list, or by the first in line on the next scheduled launch.
7. **Scheduled Launch Slot Transfer:** All pre-purchased launches are transferable, but only with the written permission and approval of Interorbital Systems.
8. **Cancellation:** The Buyer CANNOT cancel a launch purchase once a contract has been signed. However, all launch slots are transferable with the written permission of Interorbital Systems. If the Buyer requires assistance in the transfer, Interorbital Systems will help the Buyer to find a launch transferee by listing the payload space as "available" on the forthcoming www.tubesat.org or the www.interorbital.com website.
9. **Refunds:** The Buyer is entitled to a refund from launch provider if the launch provider (IOS) does not in good faith make every reasonable effort to carry out its obligations as described in this contract.
10. **Launch Schedule:** The Buyer's launch date will be scheduled according to the order in which full payment is received. Suborbital Test flights will begin in 2011. Orbital launches are projected for 2012.

Interorbital Systems reserves the right to change launch dates, if required.

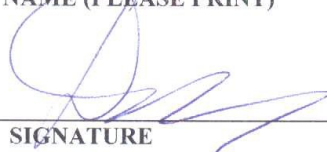
- 11. Right of Refusal:** Interorbital Systems reserves the right to refuse anyone the right to participate in its TubeSat program.
- 12. Export Restrictions and End-User Agreement:** ITAR restrictions and regulations apply to this sale. By signing this contract, the Buyer agrees to be the End-User of this satellite. The spacecraft or kit cannot be shipped to end-users in countries on the current US export control prohibited list. Resellers, freight forwarders, etc., are also prohibited from exporting TubeSat Kit components to these countries. Exports to approved countries require a US export license. Please contact IOS for more information on export control.
- 13. Limitation of Liability:** IN NO EVENT SHALL INTERORBITAL SYSTEMS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY THE BUYER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14. Terms and Conditions:** Interorbital Systems expects the buyer to acknowledge that he or she has read the above terms and conditions and agrees to abide by them. TubeSat/CubeSat and Launch Buyers may be required to sign additional waivers prior to their flight.
- 15. Governing Law:** This agreement shall be controlled by the laws of the State of California. In the event any dispute should arise between the Launch Provider/Seller and the Buyer, we each agree to submit such disputes to exclusive and binding arbitration with the American Arbitration Association, and each shall bear his/her own costs, including attorney's fees incurred in connection with any such arbitration.

If the foregoing is in accordance with your understanding, kindly indicate your approval and acceptance by signing this agreement in the space provided below.

ACKNOWLEDGED AND AGREED:

Alex Dobrianski
BUYER'S NAME (PLEASE PRINT)

03 August 2011
DATE


BUYER'S SIGNATURE

03 August 2011
DATE

INTERORBITAL SYSTEMS, INC. SIGNATURE
Randa R. Milliron, CEO

DATE

Interorbital Systems, Inc. Order Form

Personal Information

First Name: Alex

Last Name: Dobrianski

Organization (if applicable): Adobri Solutions Ltd, Team Plan B

Street Address: #1407 950 Cambie st

City Vancouver

State: BC

Zip Code: V6B5X5

Country: Canada

Phone Number: 604-3061526

E-mail Address: adobri@shaw.ca

TubeSat/CubeSat/Launch Order Information

Upon receipt of full payment for your TubeSat Kit, CubeSat Kit, and/or Launch, we will e-mail you information about your launch vehicle number, your position on that launch vehicle's manifest, and the projected date of launch. Suborbital test launches will begin in Summer of 2011; orbital launches are projected to begin at the end of 1st quarter 2012.

Please send your payment using one of the payment methods listed below. California residents must include 8.25% sales tax. Standard Shipping is free of charge for US deliveries. For orders outside the US, please include \$150.00 for shipping, insurance, and handling charges with your payment. For non-US entities, a minimum US Export/Import License Fee of \$500 will apply. All sales outside the US must use wire transfer of funds.

Wire Transfer/Bank information:

**Interorbital Systems, Inc., Union Bank,
3900 West Alameda Boulevard, Burbank, CA 91505**

Routing Number: 322120000 Account Number: 123456789

Union Bank Swift Code: 30000

Other acceptable forms of payment in the US: Cashier's Check by mail (please include the order form); Personal Check by mail (please include the order form); PayPal (e-mail the order form separately to ios@interorbital.com) Please note: expensive surcharges apply, unless paid by PayPal's e-check option. Kits will not be shipped until credit card payments and/or checks have cleared. Method's other than electronic transfer will result in long delays. The quoted prices are for individuals, small businesses, or academic entities. Government, military, or large corporations should contact Interorbital Systems and supply mission requirements for a quote.

Satellite sales are controlled by 22 CFR 121.1, Category XV (ITAR). Sales to customers outside the United States must conform to United States export regulations. By signing this document, I certify that I (and/or the organization I represent) will be the end-user of the IOS TubeSat Personal Satellite Kit, CubeSat Kit, and/or Launch, and will not transfer or re-sell these items without proper US export control authorization.

Print Name: ALEX DOBRIANSKI Signature: 

Title: Team Lead, Team Plan B Date: 03, August 2011

Organization: Team Plan B, Adobri Solutions Ltd



WIRE PAYMENT INSTRUCTIONS

Date: Wednesday August 3, 2011

Branch: 216

Wire Payment ID: Pending
Financial Transaction ID:

Wire Payment Amount: 13,150.00 USD
Handling Fees: 50.00 CAD

Sending Customer: MR ALEX DOBRIANSKI

Street Address: 950 CAMBIE ST APT 1407

City: VANCOUVER

Province/State: BC

Country: CANADA (CA)

Sending Customer Reference Account:

Receiving Customer: INTERORBITAL SYSTEM INC.

Street Address: 1394 BARNES ST.

City: MOJAVE, 93501

Province/State: CA

Country: UNITED STATES (US)

Account#/IBAN: ...

Customer Code:

Settlement Bank: UNION BANK

Street Address: 3900 WEST ALAMEDA BOULEVARD

City: BURBANK, 91505

Province/State: CA

Country: UNITED STATES (US)

Bank Code:

Intermediary Bank Account#:



TERMS AND CONDITIONS

Wire Payment Instructions: By signing below, the customer confirms that (a) the information set out in the Wire Payment Instructions (the "Form") is accurate and complete and (b) authorizes The Toronto-Dominion Bank (the "Bank") to execute the wire payment based on this information. The customer will not have any recourse to the Bank due to the inaccuracy or insufficiency of any information in the Form. If the Form describes an account number for an account held by someone other than the beneficiary named in the Form, the Bank may execute the wire payment to the account number shown in the Form notwithstanding such inconsistency.

Bank Handling Fees: The customer agrees to pay to the Bank the Handling Fees shown on the Form.

Other Party Fees: The Bank may use the services of its affiliates, a foreign correspondent and/or another third party (the "Other Parties"), acting in each case, as principal and not as the customer's agent, to send wire payments. The customer agrees that the Other Parties may charge a fee for their services, and that these fees, together with any fees charged by the beneficiary bank, might be deducted from the Wire Payment Amount resulting in the beneficiary receiving an amount less than the Wire Payment Amount. These fees are not always known to the Bank. In no event shall the Bank be held liable for any fees so deducted. The customer acknowledges that the Bank may receive revenue as a result of the imposition of these fees charged by the Other Parties or the beneficiary bank.

Foreign Currency Conversions: The customer authorizes the Bank to send the wire payment in the currency of the Wire Payment Amount shown on the Form. If the customer is paying for the Wire Payment Amount in a currency other than the currency of the Wire Payment Amount, the Bank is authorized to convert such currency into the currency of the Wire Payment Amount. The rate of exchange to be used in any such conversion will be determined by the Bank and the customer acknowledges being advised of, and authorizing the rate of exchange. The customer understands that the exchange rate being used may result in revenue being earned on the conversion by the Bank. The customer acknowledges that the beneficiary bank may (a) reject a wire payment or (b) convert the wire payment for any reason, including for the reason that the wire payment was sent in a currency other than the local currency of the beneficiary bank or that the wire payment is not in the currency of the beneficiary's account. Foreign wire payments may be subject to delays for reasons including time-zone issues, the remote location of the beneficiary bank and cultural differences with respect to holidays.