



GALink
Aviation Technology
Co. Limited

xx xxx 2010

Mr. Xiaonong "Hawk" Yang
GALink Aviation Technology Co. Ltd.
Rm 1610, Nan Fung Tower, 173 Des Voeux Road C., Hong Kong

Re: DRAFT Letter of Intent for the Purchase of xx (x) xxx aircraft Serial Number's as noted

Dear Mr. Yang,

The purpose of this letter of intent is to set forth certain non-binding understandings between **xxx** company (herein known as, "Buyer") and GALink Aviation Technology Co. Ltd. (herein known as "Seller") regarding the purchase of the **xx (x) xxx** (herein known as "the aircraft"), serial numbers as referred to in Attachment A. Notwithstanding the previous sentence, Sections 5, 6 and 7 hereof shall be legally binding as between the parties upon the full execution and delivery of this letter of intent.

The Buyer is pleased to confirm its interest in purchasing the above mentioned **xx (x) xxx's** by itself or by one of its subsidiaries on the principal terms and conditions set out below:

1. Indicative Offer

Based on the information available to date, the Buyer is willing to purchase the **xx (x) xxx** aircraft for US\$ **xx,000,000** ("Purchase Price") on an "as is, where is basis"

The Buyer is responsible for all shipping, duties, fees, costs or expenses related to the purchase of the **xx (x) xxx** aircraft.

The Seller is responsible for the export of the **xx (x) xxx** aircraft to a jurisdiction outside of China.

2. Deposit

GALink Aviation Technology Co., Limited
Rm 1610, Nan Fung Tower,
173 Des Voeux Road C.,
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The Buyer shall make a deposit of US\$~~x~~00,000. ("Deposit") into an Escrow Account with International Aircraft Title & Escrow in the favor of the Seller. The deposit shall remain refundable without interest until the Purchase Agreement is executed by both parties and an inspection of the ~~xx (x) xxx~~ aircraft is completed. But in no case shall the LOI be in force for a period of more than ~~xx~~ Days, unless both Buyer & Seller agree to amend the LOI in writing.

Once ASA signed off, the payment will be paid to the "Seller's" below account:
Seller's Company Account information:

Beneficiary Bank:	China Merchants Bank,
Head Office:	Shenzhen, P.R. China
SWIFT:	CMBCCNBS
Beneficiary Name:	<u>GALINK AVIATION TECHNOLOGY CO., LIMITED</u>
Account No.:	<u>OSA 755915833132105</u>

3. Execution of (ASA) Aircraft Sales Agreement

Subject to Section 1 above, the Buyer and Seller shall use their best reasonable efforts to execute a formal ASA in respect of the ~~xx (x) xxx~~ aircraft, which would include customary terms and conditions, on or before, ~~xxx xx~~, 2010.

4. Conditions

The closing of the transaction shall take place no later than ~~xxx xx~~, 2010 and shall be subject to the following conditions:

- a. Transfer of title to the ~~xx (x) xxx~~ s taking place at a location mutually agreed upon by the parties.
- b. Completion of the pre-purchase inspection by the Buyer at the Seller's facilities in China by ~~xxx xx~~, 2010.
- c. The satisfactory negotiation of the ASA with respect to the acquisition of the ~~xx (x) xxx~~ aircraft.

5. Confidentiality

The Seller shall not disclose the contents of this letter of intent without the Buyer's prior written consent to any third party, other than the Seller's professional advisors.

6. Expenses

Except as may otherwise be agreed in the ASA, each party shall bear its own costs, fees and expenses relating to the matters contained herein and the negotiation of the ASA.

7. Governing Law

This letter of intent and the ASA shall be governed by the laws of the Peoples Republic of China (PRC).

8. Miscellaneous

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This letter of intent may be executed in any number of counterparts (including by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

This letter of intent supersedes all previous discussions, offers and letters of intent with respect to the intended Purchase.

All notices and other communications under this letter of intent shall be in writing and in English and either delivered by hand or sent via email to the address noted herein.

The Buyer wishes to express interest in acquiring a spare parts holding, spare engine, spare APU and Flight Simulator if these items are available.

The Buyer also expresses interest in the acquisition of a further **xx (x) xxx** aircraft should the Seller make them available for purchase.

Should the Seller or his/her agent require any further information, please contact the delegate listed below.

Yours truly,

Name
Title
Company Name

Acknowledged this _____ day of June, 2010
By GALink Aviation Technology Co. Ltd.

Xiaonong "Hawk" Yang

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