

This letter of Intent made as of this day _____, 2026

BETWEEN:

_____ of _____
(the purchaser)

-AND-

Craig H. Williams (member) of Flightwidgets Aeromotive LLC
(the seller)

BACKGROUND:

1. The Seller is a Wisconsin based corporation whose primary purpose is repair and rebuild aircraft engine starters, located at N5430 Switzke Rd Jefferson, Wisconsin 53549
2. The Seller owns and desires to sell assets of its business, to the purchaser, subject to any exclusions as may be agreed pursuant to this document, and the purchaser's desire to buy the assets.

This document will establish the basic terms to be used in a future business purchase agreement between the Seller and the Purchaser. The terms contained in this document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted.

The basic terms are as follows:

1. **Non-Binding.** This document does not create a binding agreement between the Purchaser and the Seller and will not be enforceable. Only the future business purchase agreement, duly executed by the Purchaser and the Seller, will be enforceable. The terms and conditions of the future business purchase agreement will supersede any terms and conditions contained in this document. The Purchaser and Seller are not prevented from entering into negotiations with third parties with regard to the subject matter of this document
2. **Transaction Description.** The business that is the subject of this document is located at: N5430 Switzke Road Jefferson, Wisconsin 53549
3. The primary purpose of this business is:
 - The repair and rebuilding of aircraft engine starters
4. The Assets of the business consist of the following:
 - all equipment used in carrying on the business of the corporation
 - all inventory and packaging
 - all books, records, manuals and files, relevant to carrying on Flightwidgets Aeromotive LLC
 - the goodwill of Flightwidgets Aeromotive LLC including the business name, website URL, webstore, Ebay store, rights to LOGO and social media pages.

5. **Purchase Price.** The total offer price for the business is \$ _____ USD.
After negotiations a purchase agreement shall be executed on or before **28 February, 2026**.
6. **Deposit.** The Purchaser will deposit the amount of \$10,000.00 (the deposit) to the escrow acct of Brandon White Law on or before the **2nd day of March 2026**
7. The Purchaser will pay to the Seller the balance amount of \$ _____ USD on
the following terms

8. **Representations.** The Seller represents and warrants that the Assets are free and clear of any liens, charges, encumbrances or rights of others which will not be satisfied out of the sales proceeds. If the representations of the Seller are untrue upon the closing date, the Purchaser may terminate any future agreement without penalty.
9. **Due Diligence.** Buyer will be entitled and is encouraged to inspect and analyze the Seller's assets and inventory and the Seller's business and operations, including its books and records, customer orders, liabilities and prospects until the closing, or termination, of this Letter of Intent. Seller will provide all information requested by Buyer and Buyer agrees to execute a Confidentiality Agreement and to not contact Seller's customers or suppliers unless authorized by Seller.

Very truly yours,

By:

Title: _____