



**POCHET Aerospace**

**“ Le Morgann “**

**By**

**POCHET Aerospace**



POCHET Aerospace  
SAS Au capital de 339.570 euros  
RCS MONTPELLIER 823 391 859  
SIRET : 82339185900027  
N° de TVA intracommunautaire FR70 823 391 859  
Activité (Code NAF ou APE) : (3030Z)



## BOOKING CONTRACT

### Between:

POCHET AEROSPACE Simplified joint stock company with a capital of 339,570 euros  
Head office : Pépinière Flexe 198, avenue des Eaux Blanches 34200 SETE ,  
registered in the MONTPELLIER Trade and Companies Register under number 823 391 859, represented by  
Mr. Loïc Pochet, in his capacity as President and Founder, whose postal address is  
37, rue rouget de Lisle, 34200 Sète – France

Hereinafter also referred to as the "Reservationist", on the one hand,

### And the company or individual who registered online.

Company (name):  
Domiciled in:  
Country:  
Tax identification number:  
Represented by:  
Quality:  
Postal Address :  
Country :

Hereinafter also referred to as the "Reservist", on the other hand,

### It is previously explained by the parties as follows

- POCHET AEROSPACE will apply for both the EASA type certificate and the EASA production approval.
- POCHET AEROSPACE is developing an amphibious seaplane with retractable foils and folding wings with 4 seats, the main characteristics of which are attached (hereinafter "the Aircraft") and whose production has not started.
- The buyer has declared his interest and wishes to be included in the waiting list of potential buyers, without however committing himself to purchase the Aircraft.
- POCHET AEROSPACE has agreed to offer an Aircraft in priority to the Reservist, according to his rank in the waiting list, at the price and conditions that will be in force at the time of its commercialization, in consideration of the Reservist's escrow of a certain sum of money.
- The Reservist acknowledges that the Reservist has communicated to him/her, prior to the signature of this Agreement, in a legible and comprehensible manner, the relevant information listed in the Appendix.

It was then agreed and determined as follows :

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## **ARTICLE 1 - BOOKING**

In consideration of the Reservist's escrow of the deposit referred to in Article 4 below, the Reservist undertakes to offer the Reservist priority to purchase the Aircraft when the Aircraft is marketed, based on the Reservist's place on the waiting list.

The Reservationist is obliged to :

- Inform the Reservist of his place on the waiting list, which will only be definitive from the date of collection of the deposit,
- Inform the Reservist of the various stages leading to the marketing of the Aircraft,
- Transmit to the Reservist, as the start of production approaches and depending on his place on the waiting list, a sales contract detailing the characteristics of the Aircraft, the price and the terms of payment as well as the estimated delivery date.

The Reservist expressly acknowledges, as an essential and determining condition of the Reservist's commitment commitment of the Reservationist hereunder, to have been informed in advance and to have agreed to sign the present contract knowing.

- That the Aircraft is still in the development stage,
- That POCHET Aerospace has not yet obtained all the necessary authorizations and certifications for its production and marketing,
- That no estimated date of production or delivery can be given at this time,
- That the selling price of the Aircraft has not yet been determined,
- That POCHET Aerospace does not provide any guarantee that it will ever be commercialized.

## **ARTICLE 2 - SCOPE OF THIS CONTRACT**

The execution hereof assures the Reservist of receiving an offer to sell the Aircraft(s), when marketed, based on its place on the waiting list, but does not entail any obligation on the part of the Reservist to sell any Aircraft to the Reservist or on the part of the Reservist to purchase any Aircraft from the Reservist. The reserver hereby confirms its interest in acquiring ..... Aircraft of the type "The Morgann" as described in Annex 1.

## **ARTICLE 3 - SALE OF THE AIRCRAFT**

The sale of the Aircraft is conditional upon the signature of the sales contract which will be proposed by the Reserver if the Aircraft is marketed and which the Reserver may always refuse to sign.

The Reservist shall have a period of 60 days from the date of receipt to sign the sales contract and pay the deposit. If the contract is not signed within the above-mentioned period, the Reservant may terminate the present contract, without incurring any liability towards the Reservant or owing him any compensation, except for what has been agreed in respect of the costs and fees of the receiver.

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#### **ARTICLE 4 – DEPOSIT**

In consideration of the reservation granted to him, the Reservation Holder undertakes to pay within 15 days a deposit of 1700 Euros by seaplane into the account of the “Caisse Autonome des Règlements Pécuniaires des Avocats du Barreau de Lorient”.

The undersigned agree to appoint Mr. Claude Chappel (lawyer) as receiver of the deposit.

A signed copy of this agreement will be provided to the applicant. The deposit is non-interest bearing. The parties, in their mutual interest, give the Receiver an irrevocable mandate to hold the Deposit and to pay it.

- In the hands of the Reservant, or in the presence of the Reservant, on simple request of the Reservant accompanied by a copy of the contract of sale of the Aircraft duly signed. The deposit shall then be deducted, up to the amount paid to the Reserver, from the deposit due under the contract of sale of the Aircraft,
- In the hands of the Reservist, or in the presence of the Reservant, upon written request by the Reservist indicating that this contract has been terminated.

The Receiver shall not be the judge of the compliance by either party with its obligations under this Agreement. The receiver shall be validly discharged from his mission either :

- By remitting the funds to the Reservist,
- or by remitting the funds to the Reserver,
- or by the deposit of the funds or securities, ordered by the competent court, in the hands of a receiver and distributor.

The costs and fees of the escrow amount to 175 euros, broken down into 25€ of financial costs and 150€ including VAT of lawyers' fees for the escrow. They will be borne by the Reservist who is obliged to do so.

The Reservation Holder hereby authorizes the Receiver to deduct and pay the sum of 175€ to the Reservation Holder, who undertakes to send the paid invoice to the Reservation Holder upon receipt of this sum.

#### **ARTICLE 5 - LENGTH**

The present reservation contract takes effect as of its signature and will end, if it has not been terminated before, on the day of the signature of the sale contract of the Aircraft.

#### **ARTICLE 6 - RESCISSION**

The Reservist may terminate this contract at any time, without liability and without owing any compensation to the Reservant.



The Reserver may terminate this contract, without liability and without owing any compensation to the Reservist, in the following cases:

- At any time if it abandons the design, production or marketing of the Aircraft,  
Or
- If the Reservation Holder does not sign the sales contract within 60 days of receiving it.
- 

Termination shall take effect on the date of receipt by one Party of a registered letter with acknowledgement of receipt addressed to that effect by the other Party. It will result in the removal of the Reservist from the waiting list.

#### **ARTICLE 7 - RETURN OF DEPOSIT IN CASE OF CANCELLATION**

The Receiver shall pay the full amount of the deposit into the bank account that the Reservist shall indicate to him, within thirty days of receipt of a request to that effect, sent by the Reservist by registered letter with acknowledgement of receipt and indicating that the present contract has been terminated.

In the event of the death of the Reservist as a natural person, the request for reimbursement must be signed by the heirs or assigns, and be accompanied by proof of these inherited qualities.

In case of **doubt, the receiver may always require the production of copies or extracts of all notarized acts** establishing these qualities. In case of joint ownership, the request must be signed by all the joint owners.

#### **ARTICLE 8 - CONFIDENTIALITY**

The Parties undertake for the duration of this contract to maintain the strictest confidentiality of the contract, its annexes and other contractual documents exchanged between them.

However, the Reservation Holder authorizes the Reserver to mention the present reservation for any useful step in the development of the Aircraft.

#### **ARTICLE 9 - RESPONSIBILITY**

The assumption of responsibility by either of the Parties for immaterial damages, of any nature whatsoever, is excluded, in particular with regard to loss of turnover, loss of production, loss of profits, loss of customers, loss of market share, loss of operations or increase in overheads.

#### **ARTICLE 10 - INDEPENDENCE**

The parties expressly declare that they are and will remain, for the duration of this contract, independent business and professional partners.

#### **ARTICLE 11 - TRANSFER**

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This Agreement is entered into intuitu personae and may not be assigned or transferred (nor may rank in the waiting list) by either Party without the express prior written consent of the other Party.

**ARTICLE 12 - LANGUAGE**

The present General Conditions of Sale are written in French.  
 In the event that they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute..

**ARTICLE 13 - LITIGATION**

All the litigations to which the present contract could give place, concerning so much its validity, its interpretation, its execution, its cancellation, their consequences and their continuations will be subjected to the competent courts of the place of head office of the company POCHET Aerospace under the conditions of common law.

French law will be applicable.

**The commitment of this contract is validated by the initialling of each page of this document fully completed associated with the signature below.**

The reserving party and the reserving party acknowledge that they know, understand and fully accept the above conditions as specified in this reservation contract.

**For and on behalf of the Reserving Party :** .....

Signed by : .....

Location : .....

Date : ..... , ..... , 20 .....

**For and on behalf of the Reservist :** .....

Signed by : Mr. Loïc Pochet

Location : .....

Date : ..... , ..... , 20 .....

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## ANNEXE 1

### LIST OF INFORMATION TRANSMITTED PRIOR TO THE SIGNATURE OF THE PRESENT DOCUMENTS

1. The purpose and essential characteristics of the deposit agreement, including the status of the waiting list on the day the discussions took place, the amount of the deposit, the cost of the escrow agreement when the sums are escrowed with the Reservant's attorney, and the priority rights to which it gives access,
2. The conditions under which the Reservist may request the return of the deposit without charge against the Reservant and the consequences thereof,
3. Information relating to the Reservant's contact details, the duration of the contract, the obligations entered into by the Reservant, the methods of terminating the deposit agreement and the methods of settling disputes.



## ANNEXE 2



### Standard characteristics of the seaplane (Preliminary)

The "Morgann" certified amphibious seaplane (EASA CS23 IFR light-LSA)

#### Characteristics of the device :

Certified : the aircraft will meet or exceed the requirements of EASA CS-LSA

#### Standard Characteristics :

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="font-size: 2em; font-weight: bold;">Specifications</div>  <div style="font-size: 2em; font-weight: bold;">“ Le Morgann “</div> </div>		
		
Specifications		
Seats	4	
Length	9,7 m	32.3 ft
Span	15 m	50 ft
Height	2.74 m	9.1 ft
Mean wing chord	1.52 m	5.1 ft
Wing area	22 m <sup>2</sup>	244 sqft
Width, wings folded	4.8 m	16 ft



Landing gear track	2.8m	9.3 ft
Landing gear :	Tricycle retractable	
Wing	Folding	
Aspect ratio :	10,2	
Wing Loading	81 kg/m <sup>2</sup>	16.2 lbs/sqft
Airfoil	Proprietary	
Empty weight	1200 kg	2670 lbs
Gross weight	1 800 kg	4000 lbs
Fuel capacity	260 l	69 gal
Engine	Lycoming IO-540	260 hp
Propeller	3 blade reversible	
Ballistic parachute	yes	
Avionics	Garmin	
<b>Performance</b>	<b>Performance</b>	
Max sea level speed	233 km/h	125 kts
Cruise speed	209 km/h à 75%	110 kts
Stall speed	100 km/h	54 kts
Stall speed, flaps extended	75.7 km/h	41 ktq
Climb rate	1000 ft/min	
Range	1000 km	540 NM
Service ceiling	5000 m	15000 ft



Takeoff distance:	424 m	1400 ft
Takeoff distance Over 50ft Obstacle :	590 m	1970 ft
Landing Ground roll :	346 m	1150 ft
<b>Cabin</b>		
Width, forward seat	1m30	4.3 ft
Width, rear seat	1m30	4.3 ft
Cabin height	1m10 from seat to ceiling	3.7 ft
Baggage weight	60 kg	133 lbs

**Standard documentation provided at reception :**

- Flight manual
- Certificate of Airworthiness
- Weight and balance information

**Standard equipment :**

- Composite structure
- Optimized stall behavior
- Lycoming engine)
- Explosion proof fuel tank
- Garmin electronics
- Beringer wheels and brakes
- Retractable landing gear
- Retractable foils
- Interior design by designers
- Integrated tablet holders including power supplies
- Individually adjustable seats and pedals
- Traditional instruments: airspeed indicator, altimeter and compass

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### Optional equipments :

- VHF Marine Radio
- Garmin Autopilot
- Additional tanks
- Leather Upholstery "Marin de France »
- Pickup canopy
- Bivouac kit
- Luggage / « albatros »
- 4k underwater camera integrated under the hull of the seaplane
- 4k underwater camera integrated on the roof of the seaplane
- Lift kit

Specifications and included features may vary by year and model