OPTION TO PURCHASE

THIS MINING LEASE and OPTION TO PURCHASE is entered into effective the 14 day of August (the "**Effective Date**"), by and between Radar Acquisitions Corp. ("**Radar**") and 935373 Alberta Ltd, operating as A.J. & Associates ("**AJ**").

Recitals

A. AJ owns certain rights to potentially lease and mine a Coal Deposit on lands situated in Southern Alberta referred to as Carbondale Hill and the lands in question are Sections 5 and 6 in Township 6, Range 3 W5M, and Sections 32 and 33 in Township 5, Range 3 W5M (the "**Property**"); and

B. AJ holds a coal lease application on the Property (the "**Right**"). Radar desires an option to purchase the Right from AJ for purposes of exploring the property and mining the Coal ("**Exploration and Mining Rights**"), and AJ is willing to provide Radar with an option to purchase the Right on the terms and conditions herein specified; and

C. The parties wish to enter into a definitive agreement covering the Property.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Option to purchase the Right. AJ hereby grants to Radar the sole, exclusive, and irrevocable option (the "**Option**") to purchase AJ's Right at any time during the term of this Agreement, as set forth in Section 3 below, which Option includes all right, title, and interest now owned or hereafter acquired by AJ in and to the Property on the terms and conditions provided herein.

2. Representations and Warranties. AJ represents and warrants to Radar as set forth in Exhibit A hereto, and Radar represents and warrants to AJ as set forth in Exhibit B hereto, which Exhibits are incorporated into this Agreement and deemed to be a part of this Agreement. The representations and warranties of each of Radar and AJ contained in this Agreement are given as of the Effective Date and survive the execution of this Agreement.

3. Term of Option. The Option granted in this Agreement is effective upon the Effective Date and shall continue in full force and effect subject to the terms and conditions herein contained for a period of 16 months to exercise the Option to purchase the Right, as set forth in Section 5 below.

4. Exclusive Possession. Radar shall have the exclusive possession of the Property during the term of this Agreement, subject to the paramount rights of Canada, and to the rights of AJ as set forth in Section 11, below. Without limiting the generality of the foregoing, Radar shall have the exclusive right to enter upon and explore the Property, erect buildings and remove samples for testing, including bulk samples, and generally carry out exploration and development operations, and make or accrue exploration expenditures at its sole discretion and expense.

5. Exercise of Option. The Option granted by this Agreement shall be exercised by payment of the balance of the Exercise Price as set forth in Section 6 and by written notice of election to exercise the Option, accompanied by the Payment Shares or $80,000 in lieu thereof (as defined in Section 6) as payment for the balance of the Exercise Price (as defined in Section 6), and shall be sent or delivered to AJ at any time during the term of this Option, in the manner provided in this Agreement for the giving of notice. Upon expiry of the Due Diligence Period as set forth in

Section 6, Radar will be deemed to have exercised the Option ("**Deemed Exercise**"). Upon receipt of such notice and the Payment Shares (or $80,000 in lieu thereof), or upon Deemed Exercise, AJ shall execute and deliver to Radar an originally executed transfer of the Right and any other interest in the Property held by AJ in a form as approved by Radar's Counsel, Alberta Energy or any other regulatory authority in order to transfer the Exploration and Mining Rights in respect of the Property. Notwithstanding any other term of this Agreement, including Section 15, upon the execution of such transfer, AJ shall have no further working interest in the Property and AJ's only interest in the Property will be the Advance Minimum Royalty and the Production Royalty as set forth in this Agreement.

6. Payment of the Exercise Price: The total exercise price of the Option is One Hundred and Forty Thousand Canadian dollars ($140,000) ("**Exercise Price**"). The Exercise Price will be paid by

   (a) a non-refundable payment of Canadian $20,000 paid to AJ on the Effective Date of this Agreement;

   (b) a non-refundable payment of Canadian $20,000 paid to AJ six months from the Effective Date of this Agreement; and

   (c) subject to regulatory approval, 200,000 shares (or an amount, whichever has the greater value, that is equal to $100,000.00 CDN) (the "**Payment Shares**") of Radar will be issued by Radar in the name of AJ to be held in escrow pursuant to an escrow agreement among Radar, AJ and Radar's counsel (as escrow agent) until: (i) the completion of a 16 month due diligence period from the Effective Date of this Agreement ("**Due Diligence Period**") or (ii) delivery pursuant to the exercise of the Option as stated in Section 5 above. In the event Radar cannot obtain TSX Venture Exchange approval for the issuance of the Payment Shares, Radar will pay to AJ $80,000.00 (Eighty Thousand Dollars) CDN in lieu of the Payment Shares.

   (d) If Radar wishes to withdraw from this Agreement ("**Withdrawal**") prior to the payment of the balance of the Exercise Price as set forth in this Section 6, Radar will notify AJ of its intent in writing prior to the expiry of the Due Diligence Period. Upon Withdrawal, if the payment in Section 6(b) has not been made, Radar will have no further obligation to make such payment, and the Payment Shares will be returned to Radar for cancellation. If Radar does not withdraw in writing prior to the expiry of the Due Diligence Period, the Agreement shall remain in full force, and the Payment Shares will be released from escrow and delivered to AJ and the Deemed Exercise of the Option as set forth in Section 5 will have occurred

7. Work Commitment: Subject to Withdrawal from this Agreement by Radar as set forth in Section 6(d) and subject to Section 16, during the 16 month Due Diligence Period following the Effective Date of this Agreement, Radar will commit a minimum of Canadian $150,000 to Exploration and Development of the Property. Exploration and Development will include such things as Market Analysis, Land Development, Resource Development, Extraction Method/Mine Development, and Permits and Feasibility.

8. Advance Minimum Royalty: Subject to Section 15 and Section 16, for a period commencing 36 months after the expiry of the Due Diligence Period and continuing yearly up to the Commencement of Production (as defined in Subsection 9(b) below), Radar shall pay to AJ the amount of Canadian $50,000, as an annual advance minimum royalty ("**Advance Minimum**

Royalty"). Advance Minimum Royalty payments made prior to Commencement of Production will be credited cumulatively against future Production Royalties (as defined in Subsection 9(a) below). All Advance Minimum Royalty payments shall be made annually on the anniversary date of 36 months after the expiry of the Due Diligence period.

9. (a) Production Royalty. Subject to Section 16, upon Commencement of Production from the Property (as defined in Section 9(b), Radar shall pay to AJ a production royalty ("**Production Royalty**") of 1.25% per year for the first 10 years of production and 1% thereafter on all gross income received or credited to Radar or to any of its subsidiaries, affiliates, assigns, successors, or designees ("**Radar Associates**"), derived from any and all products originating, either directly or indirectly, regardless of type or form, from the Property. Production Royalty payments shall be paid monthly, by the end of the month following the month in which the production occurred. Each Production Royalty payment shall be accompanied by a statement showing the amount of Coal mined and sold during the previous month, and the application of any Advance Minimum Royalty. For the purposes of this Agreement, the price of materials sold, from which the Production Royalty shall be calculated, will mean the actual amounts received by Radar from buyers. It is anticipated that the Coal mined will be sold under long term purchase contracts.

(b) Commencement of Production. "**Commencement of Production**" as used herein shall be whenever production sales first exceed $1,500,000 CDN per year. In the event production is interrupted by fault of Radar then AJ will be paid the Advance Minimum Royalty as per Section 8. In the event Radar is prevented from commencing production under this Agreement by unforeseeable reasons, beyond its reasonable control (herein "**force majeure event**"), including without limitation, labour disputes (however arising and whether or not employee demands are reasonable or within the power of the party to grant); acts of God; laws, regulations, orders, proclamations, instructions or requests of any official government or governmental entity; judgments or orders of any court of law; inability to obtain on reasonably acceptable terms any public or private license, permit or other necessary authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged present or prospective violation of federal, provincial, or local environmental standard; acts of war or conditions arising out of or attributable to war, whether declared or undeclared; riot, civil strife, insurrection or rebellion, fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather conditions; or any other cause whether similar or dissimilar to the foregoing, Radar shall not be obligated to make the payments required in this Agreement for the period of force majeure Radar shall promptly give notice to AJ of the occurrence of a force majeure event, stating therein the nature of the suspension, the reasons therefore, and the expected duration thereof. Notice of the end of such force majeure shall be promptly given by Radar to AJ.

10. Compliance with Laws and Insurance. During all periods in which Radar is operating the Property pursuant to this Agreement, Radar shall comply with any and all applicable laws and regulations relating to working conditions, wages and hours, workmen's compensation, mine safety, environmental laws, reclamation rules and regulations, including those related to mine closure proceedings. Radar shall procure and maintain such insurance, including liability insurance, on the Property, or on any portions of the surface which Radar is using, as in its sole judgment is adequate. If Radar identifies and decides to commence development of a mineral deposit on the Property, Radar shall apply for and be solely responsible for the entire costs of obtaining all governmental approvals, consents, licenses and permits necessary for such development as soon as possible after Radar decides to commence development.

11. Inspection. AJ or its authorized agents shall have the right to enter upon and inspect the Property and all workings thereof and all structures thereon, and to make any survey AJ may deem necessary, provided that AJ shall indemnify and hold Radar harmless from any and all liability resulting from AJ's entry on the Property. AJ shall give Radar at least five (5) days prior notice to such entry.

12. Amendment, Relocation, Other Actions. Upon execution of this Agreement by the parties hereto, Radar may take such action as it determines in respect of the Property, in its sole discretion, appropriate to Radar, including location of any legal and valid type, style, form or extent of claims (the "**Radar Claims**"), all of which shall be located by an authorized mineral claim surveyor in the name of AJ, provided that such claims do not in any way harm the validity of AJ's existing rights, and all of such Radar claims shall be located and recorded in the name of AJ, provided that Radar shall file in the records of Radar such documentation as shall be necessary to burden such claims with royalty interests, as set forth in Sections 8 and 9 of this Agreement. All expenses incurred by Radar in connection with such actions shall be borne by Radar. Each party agrees herewith to execute, acknowledge, and deliver to the other party any documentation necessary to so burden the Property, including all additional claims located pursuant to Section 20 below, with the burdens and obligations set forth in this Agreement. If Radar decides to commence development of a Coal deposit on the Property at a minimum production, defined as equal or greater than annual production sales of $1,500,000 per year, Radar shall have the authority and right to abandon, surrender or exchange development rights, entitlements and other rights and interests from and or on such portions of the Property as are reasonably necessary for development of the Coal deposit on the Property or as are required by any governmental agency or office having jurisdiction on the Property, acknowledging and recognizing that the intent and purpose of this Agreement is to encourage and facilitate the exploration for, development and production of Coal on the Property as determined in Radar's discretion in consideration of the payment and other obligations undertaken by Radar in accordance with this Agreement.

13. Property Taxes. During the term of this Agreement, Radar shall pay any and all real property taxes and assessments levied upon the Property by the Province of Alberta or any other government entity during any tax year in which this Agreement is in effect. Radar shall have the right to contest in good faith the validity or the amount of any such tax or assessment and may withhold payment of any such contested tax or assessment so long as such withholding does not cause title to any interest in the Property to be lost.

14. Indemnity. Radar shall indemnify and save harmless, AJ's members, shareholders, directors, managers and employees from and against any and all claims, fines, penalties, demand, suits or causes of action in law or equity for damages and injuries occurring on or about the Property, and arising out of Radar's operations on the Property. AJ shall indemnify and save harmless, Radar's members, shareholders, directors, managers and employees from and against any and all claims, fines, penalties, demand, suits or causes of action in law or equity for damages and injuries occurring on or about the Property and arising out of AJ's operations on the Property. Each party will indemnify and save the other party harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by them and contained in this Agreement.

15. Default. Subject to Section 16, in the event that AJ does not receive any payment referred to in Section 6, Section 7 or Section 8 of this Agreement in a timely fashion, AJ shall immediately notify Radar and Radar shall, within thirty (30) days of receipt of said notice, cure such failure

by making the payment to AJ. In the event that Radar does not cure such failure within such thirty-day period, this Agreement shall terminate and Radar shall deliver immediate, peaceable possession of the Property to AJ and shall convey to AJ, unless the same is not transferable under the terms of the lease or other documents from Alberta Energy evidencing ownership of the Property, all right, title and interest of Radar in the Property, including all right, title and interest in any additions to the Property as described in Sections 12 and 20 of this Agreement. In the event that any of Radar's right, title and interest in the Property is not transferable, as stated above, to AJ, Radar will have no further obligations under this Agreement resulting from the fact that such interest is not transferable. In the event of default, as described in this Section 15, Radar shall, within 30 days of such default, to the extent the same is transferable, provide AJ with copies of all data, maps, reports, pre-feasibility and feasibility studies, drill logs, analyses, economic studies, market studies, and all other data obtained and developed by Radar during the period in which this Agreement was in effect, including all reports, maps, and data provided to Radar by AJ. In the event of default as described in this Agreement, such default shall relieve Radar from any further obligation under this Agreement from the date of default other than the delivery of the Property and data to AJ as described above and any and all obligations under any leases in respect of the Property shall be the sole obligation of AJ. Upon any event of default hereunder, Radar shall comply with its obligations incurred under this Agreement prior to the event of default.

16. Termination. Radar may terminate this Agreement upon 30 days written notice to AJ, and upon delivery of such notice, the Agreement shall terminate and Radar shall deliver immediate, peaceable possession of the Property to AJ and shall convey to AJ, unless the same is not transferable under the terms of the lease or other documents from Alberta Energy evidencing ownership of the Property, all right, title and interest of Radar in the Property, including all right, title and interest in any additions to the Property as described in Sections 12 and 20 of this Agreement. In the event that any of Radar's right, title and interest in the Property is not transferable, as stated above, to AJ, Radar will have no further obligations under this Agreement resulting from the fact that such interest is not transferable. Upon termination as described in this Section 16, Radar shall, within 30 days of such termination, to the extent the same is transferable, provide AJ with copies of all data, maps, reports, pre-feasibility and feasibility studies, drill logs, analyses, economic studies, market studies, and all other data obtained and developed by Radar during the period in which this Agreement was in effect, including all reports, maps, and data provided to Radar by AJ. Upon termination as described in this Section 16, such termination shall relieve Radar from any further obligation under this Agreement from the date of termination other than the delivery of the Property and data to AJ as described above and any and all obligations under any leases in respect of the Property shall be the sole obligation of AJ. Upon termination hereunder, Radar shall comply with its obligations incurred under this Agreement prior to the date of termination.

17. Assignment. Subject to the provisions of Section 12, either party may assign its rights hereunder, provided that any such assignment shall in no way diminish the rights hereunder of the non-assigning party, and provided that such assignment is made to a reputable assignee and authorized by written agreement between the parties; such agreement to not be unreasonably withheld, and that the non-assigning party be given 60 days prior notice of such assignment and shall have the right to verify the protection of its rights and interest in the Property within the terms of the assignment. No advance notice will be necessary if the assignee is a subsidiary of Radar or if Radar maintains a controlling interest.

18. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of AJ, Radar and their respective successors, heirs, and assigns.

19. Notices. All notices provided for hereunder shall be deemed given and received when (a) personally delivered during business hours on a business day and acknowledged in writing by the recipient, or (b) the next business day following receipt by electronic communication, with a confirmation sent by registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party. A party may change its address by notice to the other party:

To AJ:	To Radar:
c/o Aunald Jopling P.O. Box 895 Coleman, Alberta T0K 0M0 Fax: (403) 320-8958	c/o Tim Bergen 3004 Ogden Road SE Calgary, Alberta T2G 4N5 Fax: (403) 233-2344

20. Area of Interest. Subject to the provisions of this Section, any and all Coal and mineral interests similar to the Coal and mineral content as contained in the Property acquired or currently owned by either party, for the purpose of exploring or developing the Coal and minerals thereon, within ten (10) aerial miles of the Property shall be considered to be within the Area of Interest, except that no such right, title, interest or estate shall cause the Area of Interest to be expanded by the party acquiring such interest. The party acquiring such interest shall notify the other party of such acquisition within ten (10) days after the acquisition, or if the interest is already owned, within 10 (ten) days of the Effective Date of this Agreement. The party receiving such notice shall then have sixty (60) days after delivery of such notice in which to notify the acquiring/owning party that in its sole discretion, it elects to have, or not to have, such right, title interest or estate become subject to this Agreement. In the event that AJ is the acquiring party and Radar elects to include such property under this Agreement, Radar shall reimburse AJ for AJ's actual costs of such acquisition.

21. Claim Maintenance. Radar shall timely perform, or cause to be performed, annual labour for the benefit of the Property or timely pay all claim maintenance and recording fees, and make all required filings with the county, Province and federal governments in order to maintain the Property in effect and in good standing. Proof of such compliance shall be furnished to AJ at least thirty (30) days prior to the applicable deadline. In the event Radar fails to timely provide such proof of compliance, AJ may perform, or cause to be performed, the annual labour or pay the claim maintenance and recording fees and make the required filings, in which case, Radar shall reimburse AJ for the actual payments made and costs incurred in performing such maintenance and AJ shall provide to Radar copies of all documents regarding proof of claim maintenance.

22. AJ's Obligations. During the term of this Agreement, AJ shall:

(a) notify Radar immediately of any material actions, claims, investigations or proceedings, judicial or otherwise, brought or threatened against AJ in relation to or which could adversely affect Radar's interest in the Property;

(b) advise Radar immediately of any notice received by AJ of any alleged violation of any law, rule or regulation with respect to the Property; and

(c) advise Radar immediately of any threatened or pending governmental investigation with respect to the Property.

23. Further Instruments. Each party shall, from time to time, execute, acknowledge, and deliver to the other party such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

24. Confidentiality and Copies of Documents. Any and all information regarding Radar activities or future plans concerning the Property, including, but not limited to, geologic information, engineering, capital and or operating cost information, project economics, information concerning title, information in any way relating to marketing of products derived from the Property, not in the public domain, shall be kept confidential by AJ during the term of this Agreement. However, in the event of termination of this Agreement as stated in Sections 15 and 16, copies of all such information and data, in Radar's possession, shall be available to AJ within sixty (60) days of the date of such termination and Radar shall copy and send such information to AJ. AJ shall, at all times during the duration of this Agreement, have the right to examine the books and records of Radar, and its successors and assigns, including sales records and invoices, and all information and data relating to the calculation of royalties or other payments due to AJ. AJ shall give at least five (5) days prior notice to Radar of its intent to examine such information.

25. Non-competition. For a period commencing from the Effective Date of this Agreement and extending for until the termination of this Agreement, neither party will develop or cause to be developed a competitive mining or production facility within ten (10) miles of the mining operations or production facilities associated with the Property, provided that if Coal and mineral interests acquired by a party are not made subject to this Agreement pursuant to the terms of Section 20, then such Coal and mineral interests shall be exempt from this Section 25.

26. Right Of First Refusal. :

(a) Should AJ intend to dispose, transfer or sell of all or any portion of its right, title, interest or estate in a Coal or mineral interest located greater than ten (10) aerial miles from, but within fifty (50) aerial miles of, the Property (the "**Transferred Interest**"), then AJ shall first give notice in writing to Radar of such intention together with the terms and conditions on which the AJ intends to dispose, transfer or sell any of its Transferred Interest or a portion thereof.

(b) If AJ receives any offer to dispose, transfer or sell all or any portion of its Transferred Interest which it intends to accept, AJ shall not accept the same unless and until AJ has first offered to sell such Transferred Interest to Radar on the same terms and conditions as in the offer received and until the same has not been accepted by Radar during the sixty (60) day period provided for in Section 26(d)

(c) Any communication of an intention to dispose, transfer or sell the Transferred Interest pursuant to Sections 26(a) or 26(b) (the "**Offer**") shall be in writing delivered in accordance with Section 19 and shall:

1. set out in reasonable detail all of the terms and conditions of any intended disposal, transfer or sale;

2. if it is made pursuant to Section 26(a), include a photocopy of the Offer; and;

3. if it is made pursuant to Section 26(b), clearly identify the offering party and include such information as is known by AJ about such offering party;

and such communication will be deemed to constitute an Offer by AJ to Radar to sell AJ's Transferred Interest (or a portion thereof as the case may be) to Radar on the terms and conditions set out in such Offer.

(d) Any Offer made as contemplated in Section 26(c) shall be open for acceptance by the Radar for a period of sixty (60) days from the date of receipt of the Offer.

(e) If the Radar accepts the Offer within the period provided for in Section 26(d) such acceptance shall constitute a binding agreement of purchase and sale between AJ and Radar for the Transferred Interest (or a portion thereof as the case may be) on the terms and conditions set out in such Offer.

(f) If the Radar does not accept the Offer within the period provided for in Section 26(d), the AJ may complete a sale and purchase of its Transferred Interest or a portion thereof on terms and conditions not less favourable to AJ than those set out in the Offer and, in the case of an Offer under Section 26(b), only to the party making the original offer to AJ and in any event such sale and purchase shall be completed within nine months from the expiration of the right of Radar to accept such Offer as set forth in Section 26(d) or AJ must again comply with the provisions of this Section 26.

(g) While any Offer is outstanding no other Offer may be made until the first mentioned Offer is disposed of and any sale resulting therefrom completed or abandoned in accordance with the provisions of this Section 26.

935373 ALBERTA LTD.	**RADAR ACQUISITIONS CORP.**
By: ____________________	By: ____________________
	Tim Berger President

EXHIBIT A

REPRESENTATIONS AND WARRANTIES OF AJ

AJ represents and warrants to Radar that, as of the Effective Date:

1. it is a body corporate duly incorporated or continued, organized and validly subsisting under the laws of its jurisdiction of incorporation;

2. it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

3. neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of, or accelerate the performance required by any agreement to which it is a party;

4. AJ is the recorded and beneficial owner of a 100% interest in and to the Property;

5. it has the full and undisputed right to deal with its interest in and to the Property and to grant to Radar such rights as contemplated by this Agreement including the Option, the right to explore and develop the Property and, pursuant to the exercise of the Option, the right to transfer its interest in the Property to Radar subject to the terms and conditions of this Agreement as herein contemplated without the prior consent or action of any third party, other than Alberta Energy mined development and Strategic Resource department;

6. the Property is free and clear of all Encumbrances (as defined below) and there are, to its knowledge, no actions, suits, claims, proceedings, litigation or investigations pending or threatened against it in respect of the Property, and there is no adverse claim or challenge against or to the ownership of or title to any of the mineral claims comprising the Property, nor to its knowledge, is there any basis therefore or interest therein, and there are no outstanding agreements, leases, options to acquire or purchase its interest in the Property or any portion thereof, and no person other than Radar, pursuant to the provisions hereof, has any royalty or other interest whatsoever in production from any of the mineral claims or leases which comprise the Property;

7. there are no outstanding obligations, liabilities, orders, claims or challenges, contingent or otherwise, relating to the environmental or reclamation aspects of the Property, nor to its knowledge, is there any basis therefore;

8. the Property is accurately and fully described in Exhibit A;

9. it has caused timely compliance with all of the filing provisions of laws relating to the Coal and mineral rights and mining leases which comprise the Property;

10. the rights which comprise the Property are valid and all annual fees and taxes have been paid thereon such that the Property will be in good standing with regard thereto as at the Effective Date;

11. no proceedings are pending for, and it is unaware of any basis for, the institution of any proceedings leading to the placing of AJ in bankruptcy; and

12. in this Exhibit, "Encumbrances" means all mortgages, charges, assignments, pledges, security interests, liens, claims, royalties, net smelter returns, new carrying interests and other encumbrances of every nature and kind and also any notices, charges or actions concerning any applicable environmental laws or regulations.

EXHIBIT B

REPRESENTATIONS AND WARRANTIES OF RADAR

Radar represents and warrants to AJ that, as at the Effective Date:

1. it is a body corporate duly incorporated, organized and validly subsisting under the laws of the Province of Alberta;

2. it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by the Agreement;

3. neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of, or accelerate the performance required by any agreement to which it is a party; and

4. no proceedings are pending for, and Radar is unaware of any basis for, the institution of any proceedings leading to the placing of the Radar in bankruptcy.