

AIRCRAFT MARKETING AGREEMENT

This Agreement is made this ____ day of August 2011 (the "Effective Date"), by and between Avpro, Inc., a Maryland corporation with an address of 900 Bestgate Road, Suite 412, Annapolis, Maryland 21401 (hereinafter referred to as "Avpro") and JEGE, Inc. with an address of c/o Darren K. Indyke, Esq., Darren K. Indyke, PLLC, 301 East 66th Street, 10B, New York, NY 10065 (hereinafter referred to as "Owner").

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

1. Owner (a) owns all right, title and interest in and to, or (b) has the exclusive right to sell, transfer and convey, the following described aircraft (hereinafter referred to as "Aircraft"):

Make and Model: Boeing 727-100

Serial Number: 20115

Make and Model of Engines: "As Equipped"

Engine Serial Numbers: "As Equipped"

2. Avpro will conduct a worldwide marketing effort for the Aircraft. Qualified prospects will be identified through Avpro's computerized market data system and the daily telephone/telefax/email contacts of its marketing professionals. Avpro will prepare sales literature and brochures for the Aircraft, including photographs and technical specifications and will distribute same as appropriate.

3. Avpro agrees to promptly forward all offers to purchase the Aircraft to Owner. At Owner's direction, Avpro will negotiate the terms of any sale directly with prospective purchasers on behalf of the Owner. Avpro shall not have the right to enter into any binding agreement on behalf of Owner.

4. In consideration of Avpro's undertaking the foregoing marketing and sales effort, Owner hereby selects Avpro to manage the sale of the above Aircraft, giving Avpro the exclusive right to market the Aircraft for sale for the Term (as hereinafter defined). The term of this Agreement shall commence on the Effective Date and automatically expire and terminate 180 days after the Effective Date, unless extended or sooner terminated as provided herein (the "Term"). This Agreement may be extended upon, and subject to, the mutually acceptable terms contained in a written extension agreement signed by both

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Owner and Avpro prior to the expiration of the then existing Term. During the initial or any extended Term of this Agreement, this Agreement may be terminated by Owner for cause upon 5 business days' prior written notice, which notice shall include a reasonably detailed description of the issue (the "Issue"), and in the event that Avpro fails to cure the Issue within such 5-day period, then this Agreement shall automatically terminate; notwithstanding the foregoing, if the Issue is not capable of being cured in such 5 business day period, so long as Avpro is diligently pursuing such cure at all times, then Avpro shall be provided with 30 days to effectuate such cure and if Avpro is not successful at curing such Issue in the extended cure period, then such termination shall be automatically effective at the end of the 30 day cure period. During any extended Term of this Agreement, the Owner may terminate this Agreement, in its discretion, with or without cause, upon 10 business days' prior written notice, said termination to be effective at the end of said 10 business day period.

5. Owner authorizes Avpro to market the Aircraft without a specific asking price, but instead with the comment that prospective purchasers may "Make Offer". Owner retains the right, in its sole discretion, to accept or reject the terms and conditions, including, without limitation, the purchase price, of any offer that is made on the Aircraft. Avpro shall be paid a commission, out of escrow, only if and when a closing occurs on the sale of the Aircraft (a) pursuant to a definitive Sale and Purchase Agreement for such sale and closing entered into with a purchaser during the Term or (b) pursuant to a definitive Sale and Purchase Agreement for such sale and closing entered into within three (3) months after the termination of this Agreement with a purchaser initiated, procured or contacted by Avpro during the Term. No such commission shall be earned hereunder, unless and until a closing actually occurs. The amount of such commission shall be a flat fee of \$150,000 plus the amount of all documented and reasonable expenses incurred hereunder and demonstrated by Avpro to have been directly related to the sale of the Aircraft, provided that the amounts of any individual expense exceeding \$500 have been previously approved in advance in writing (email approval shall be sufficient) by Owner or its authorized representative (the "**Reimbursable Expenses**") up to ten thousand dollars (\$10,000.00) in the aggregate.

6. Owner will assist Avpro by making the Aircraft available for inspection and by giving Avpro all available information in Owner's possession about the Aircraft and its equipment.

7. Owner agrees that it will not directly or indirectly sell or in any manner attempt to negotiate the sale of the Aircraft during the term of this Agreement and will refer all

inquiries concerning the sale of the Aircraft to Avpro; provided, however, that for the first ninety (90) days following Effective Date¹ (a) Owner shall be free to negotiate the sale of the Aircraft and to sell the Aircraft (without any liability or obligation hereunder) to any person or entity listed on Schedule A hereto [PLEASE PROVIDE SCHEDULE – TO BE CLEAR, THERE CAN BE NO BROKERS OR RESELLERS OF ANY TYPE ON THIS LIST OR ANY AFFILIATES OWNED OR CONTROLLED BY ANY OF THE FOREGOING](with whom Owner has already commenced discussions regarding the sale of the Aircraft), or to any affiliate of such person or entity, and (b) no commission shall be due or payable hereunder with respect to the sale of the Aircraft to any such listed person or entity. In the event of a sale of the Aircraft to any such listed person or entity during the initial ninety (90) days of the Term of this Agreement, Owner shall reimburse Avpro for Reimbursable Expenses.

8. Subject to the provisions of paragraph 7 of this Agreement, if Owner (a) directly or indirectly sells the Aircraft during the Term of this Agreement to any third party or (b) directly or indirectly sells the Aircraft within three (3) months after the expiration or earlier termination of this Agreement to any of the prospects initiated, procured or contacted by Avpro during the Term of this Agreement, then and in any of said events, at the closing of the Aircraft, Owner shall pay Avpro from escrow a commission and the Reimbursable Expenses as set forth in paragraph 5 above.

9. In the event that Owner removes the Aircraft from the market, or otherwise terminates this Agreement (other than for cause that has not been cured within the aforementioned cure period) during the initial 180-day Term of this Agreement, then, within five (5) days after Avpro's request therefor, Owner shall pay to Avpro its Reimbursable Expenses.

10. Avpro and Owner agree that the terms of this Agreement and any resulting sale or lease shall be kept confidential.

11. Owner will include with the Aircraft all available manuals (flight, maintenance and parts), and all available airframe and engine logbooks within their possession.

IN WITNESS WHEREOF, the parties hereto have caused this Aircraft Marketing Agreement to be executed by their duly authorized representatives on the date first above written.

Avpro, Inc.
as "Avpro"

JEGE, Inc.
as "Owner"

Donald P. Bass

By: _____

¹ The time period for the Owner's exception should match the time frame provided to Avpro to enter into a PSA and be entitled to a commission post-termination or expiration.

AVPRO RESPONSE TO CLIENT DRAFT 8-9

President

Title: _____

