

AIRCRAFT ACQUISITION AGREEMENT

THIS AGREEMENT is made this ____ day of November 2012, by and between Avpro, Inc., a Maryland corporation having its principal address at 900 Bestgate Road, Suite 412, Annapolis, Maryland 21401 (hereinafter referred to as "Avpro") and JEGE, Inc., with an address at c/o Darren K. Indyke, Esq., Darren K. Indyke, PLLC, 301 East 66th Street, 10B, New York, NY 10065 (hereinafter referred to as "Buyer").

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

1. Buyer hereby contracts to procure a pre-owned Gulfstream G-V aircraft, or other suitable aircraft ("Aircraft") through Avpro.
2. Avpro will conduct a worldwide research effort directed toward the acquisition of an Aircraft suitable to Buyer. Prospective Aircraft will be identified through Avpro's computerized market data system and the daily telephone/fax/email contacts of its marketing professionals. Avpro will prepare and distribute letters, mailers, faxes, and other such materials as it deems necessary and appropriate to identify a prospective Aircraft for Buyer. Avpro will absorb all costs incurred for the foregoing marketing efforts.
2. At Buyer's direction, Avpro will coordinate all aspects of showings and demonstration flights of the Aircraft. At Buyer's direction, Avpro will provide draft Letters of Intent and Purchase and Sale Agreements and assist in the negotiation of all contractual matters. Avpro will coordinate scheduling of a pre-purchase inspection of the Aircraft, including the recommendation and assistance of selection of a technical consultant, if desired, who is qualified to oversee the due diligence/pre-purchase inspection phase of the purchase of the Aircraft.
3. Avpro will organize all phases of the closing process, including documentation of Bills of Sale, Aircraft Registration with the FAA and the International Registry, as applicable, and Title Searches of airframe and engines with the assistance of an Aircraft Title Service and Escrow Company in Oklahoma City, OK acceptable to Buyer. Avpro will provide recommendations of aviation legal counsel, tax specialists, and Qualified Intermediaries, able to assist Buyer in determining the best structure for acquiring the Aircraft.
4. In consideration of the above undertaking by Avpro, Buyer hereby selects Avpro to manage the acquisition of the Aircraft, giving Avpro the exclusive right to locate and assist in the purchase of said Aircraft for a period commencing on the date of this Agreement and continuing until the Aircraft is acquired by Buyer or earlier terminated. Buyer may terminate this Agreement by giving 30 days prior written notice, with such termination to be effective at any time after 180 days from the date hereof.
5. Buyer agrees to pay Avpro an acquisition fee of \$150,000 to be paid in cash, out of escrow, at closing of the Aircraft.

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6. Buyer agrees that it will not directly or indirectly purchase or negotiate to purchase or lease an Aircraft during the term of this Agreement unless otherwise agreed to by Avpro and will inform Avpro of any Aircraft offered by any third party.

7. If Buyer (a) purchases or leases an Aircraft during the term of this Agreement, or (b) purchases an Aircraft within six (6) months after the termination of this Agreement from any source initiated, procured or contacted by Avpro during the term, then in any of said events, Buyer agrees to pay Avpro the fee set forth in paragraph 5 hereof. Avpro shall provide Buyer a list of all parties initiated, procured or contacted so that Buyer is able to fulfill its obligations in connection with this Section 7.

8. Buyer and Avpro agree that the terms of this Agreement and any resulting purchase or lease shall be kept confidential.

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

Avpro, Inc
(as "Avpro")

JEJE, Inc.
(as "Buyer")

Thomas M. Mansfield
Chief Financial Officer

Name: _____
Title: _____