

December __, 2011

Mr. Donald P. Bass
President
Avpro, Inc.
900 Bestgate Road, Suite 412
Annapolis, MD 21401

Re: Boeing Super 727-100, Serial Number 20115, Registration N908JE ("Aircraft")

Dear Mr. Bass:

Aamal Company Q.S.C, ("Purchaser") hereby offers to acquire from the client of Avpro, Inc., ("Seller") all of its direct and beneficial title, rights and interest in and to the Aircraft via an acquisition of all outstanding shares of JEJE, Inc. subject to the following terms and conditions:

1. Purchase Price. Purchase price shall be US\$5,500,000, payable as follows: (i) upon execution of the Purchase and Sale Agreement (defined in paragraph 6 below), \$1,000,000 shall be released to International Jet Interiors ("IJI") in accordance with accordance with the terms and conditions of that certain contract for the Post-Closing Work (defined in paragraph 4 below) to be entered into by and among IJI and Purchaser and attached hereto as Exhibit "A"; (ii) at Delivery (defined in paragraph 5 below), \$3,500,000 shall be released to Seller; and (iii) upon completion of the Post-Closing Work the balance of \$1,000,000 shall be released to IJI.
2. Inspection. Purchaser has performed a visual inspection of the Aircraft and its records and has found the Aircraft acceptable. Purchaser shall have the right to conduct a pre-purchase inspection of the Aircraft which shall consist of a mutually agreeable scope to verify the condition of the Aircraft (the "Purchaser's Inspection") at Flight Star Aircraft Services, Inc. in Jacksonville, FL (the "Inspection Facility"). The Purchaser's Inspection shall take place contemporaneously with the C2C inspection being accomplished at the Inspection Facility on behalf of Seller. Purchaser shall be responsible for the cost of the Purchaser's Inspection. Seller shall be responsible for the cost of the C2C inspection and for the cost of correction of all airworthiness discrepancies identified by the Inspection Facility during the Purchaser's Inspection and the C2C inspection required to make the Aircraft conform to the condition specified in paragraph 3 (the "Discrepancies").
3. Condition. The Aircraft shall be delivered free and clear of all liens and encumbrances, in an airworthy condition, with a valid U.S. Certificate of Airworthiness, with no damage history or material corrosion, with all systems functioning in accordance with the manufacturer's specifications, current on its MSG-3 Low Utilization Maintenance Program, with all calendar and hourly inspections current through the date and hours at delivery, with all Airworthiness Directives and manufacturer's Mandatory Service Bulletins complied with, with all applicable airframe, engine, and avionics maintenance programs

and contracts, if any, paid to the date of delivery and transferable to Purchaser, with all log books, records, manuals, and loose equipment in Seller's possession pertaining to the Aircraft and its operation and with any remaining manufacturer and vendor warranties transferable to Purchaser.

4. Post-Closing Work. Purchaser and IJI shall negotiate and enter into a contract contemporaneously with the execution of the Purchase and Sale Agreement defined below wherein IJI shall be responsible to perform and complete certain upgrades and improvements to the Aircraft as desired by Purchaser("Post-Closing Work"). The Post-Closing Work shall be accomplished at Purchaser's sole cost and expense and shall be paid for out of escrow. Seller shall assist Purchaser with interviewing and the hiring of two flight crew members and a maintenance representative. It is anticipated that Dave Rodgers who is currently employed by Seller, shall seek employment with Purchaser as Captain and Flight Engineer. It is also anticipated that Larry Morrison who is currently employed with Seller shall seek employment with Purchaser as Director of Maintenance for a period of 180 days from the completion of the Post-Closing Work.

5. Delivery. The Aircraft shall be delivered and closing shall occur at the Inspection Facility within three (3) business days following completion of the C2C inspection, Purchaser's Inspection and correction of Discrepancies.

6. Purchase and Sale Agreement. This offer and the obligations of Purchaser and Seller herein are not binding and are subject to execution of a mutually agreeable definitive Purchase and Sale Agreement by the parties as soon as practical. Additionally this offer and the obligations herein are also subject to the execution of the IJI contract referred to herein and attached as Exhibit "A".

7. Deposit. Within two (2) business days of Seller's acceptance of this offer, Purchaser shall place a refundable deposit in the amount of US\$500,000.00 in escrow with Insured Aircraft Title Service, Inc., in Oklahoma City, Oklahoma, pending execution of a mutually agreeable Purchase and Sale Agreement and governed thereafter by said agreement.

This offer is valid through 5:00 pm eastern time on December __, 2011 after which, if not accepted, it shall expire having no further force or effect.

Sincerely,
Aamal Company Q.S.C

Agreed and accepted:
Avpro, Inc., as agent for JEJE, Inc.

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT "A"

Copy of contract between Purchaser and International Jet Interiors.