

Fax #



June 29, 2012

Avpro, Inc.  
c/o Kevin White  
900 Bestgate Road, Suite 412  
Annapolis, MD 21401

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

The Scarborough Group Of Companies, Inc. dba/Scarborough Aviation, Inc. Dover, DE incorporated entities \_\_\_\_\_, ("Purchaser") hereby offers to purchase the above referenced Aircraft from JEJE Inc, ("Seller") subject to the following terms and conditions:

1. Purchase Price - Purchase price shall be US\$ 3,500,000 \_\_\_\_\_ payable at the time of delivery of the Aircraft. Less the Deposit.
2. Inspection - Purchaser shall have the right to conduct a visual inspection of the Aircraft and its records at a mutually agreeable location as soon as possible following the acceptance of this offer by Seller. If found acceptable, and provided a mutually agreeable Purchase and Sale Agreement has been executed by the parties, Purchaser shall have the right to conduct a pre-purchase inspection of the Aircraft which shall consist of a mutually agreeable scope (to be further defined in the Purchase and Sale Agreement) and a test flight to verify the condition of the Aircraft (the "Inspection"). The Inspection shall take place at a mutually agreeable Boeing-authorized facility (the "Inspection Facility"). Purchaser shall be responsible for the cost incurred by Seller to position the Aircraft to the Inspection Facility and for the cost of the Inspection. Seller shall be responsible for the cost of correction of all airworthiness discrepancies identified by the Inspection Facility during the 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 standard United States Airworthiness Certificate, with no known damage or material corrosion, with all systems functioning in accordance with the manufacturer's specifications, current on the manufacturer's recommended maintenance program, with all calendar and hourly inspections current through the date and hours at delivery, with all FAA Airworthiness Directives and manufacturer's Mandatory Service Bulletins complied with, with all log books, records, manuals, and loose equipment pertaining to the Aircraft and its operation and with all remaining manufacturer and vendor warranties transferable to Purchaser.
4. Delivery - The Aircraft shall be delivered at the Inspection Facility or another mutually agreeable location within five (15) business days following completion of the Inspection and correction of Discrepancies.

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5. 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 within ten (10) business days of completion of the visual inspection by Purchaser. In the event no such Purchase and Sale Agreement is executed within such time frame, either party shall have the right to terminate this offer, unless mutually extended in writing, after which any deposit shall be immediately returned to Purchaser and neither party shall have any further obligation to the other.

6. Deposit - Within one (2) business days of Seller's acceptance of this offer, Purchaser shall place a refundable deposit in the amount of US\$350,000 in escrow with Insured Aircraft Title Service 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 July 3 \_\_, 2012 after which, if not accepted, it shall expire having no further force or effect.

Sincerely,

Agreed and accepted:

The Scarborough Group Of Companies

JEGE Inc

By: George Scarborough, Sr

By: \_\_\_\_\_

Title: Chairman & CEO

Title: \_\_\_\_\_

Date: June 29, 2012

Date: \_\_\_\_\_