

~~December~~, 2011 January 3, 2012

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 expresses its intention to acquire from the client of Avpro, Inc., ("Seller") all of the Seller's direct and beneficial title, rights and interest in and to the Aircraft subject to the following terms and conditions:

1. Purchase Price.

(a) The Purchase Price for the Aircraft ~~delivered as provided in Paragraphs 3 and 5 hereof~~ shall be US\$~~4,000,000~~3,700,000. In addition to the Purchase Price, it is estimated that an amount equal to approximately \$~~2,000,000~~500,000 (the "Completion Work Price") of Post-Closing Work (as defined in Paragraph 4(a) below) shall be performed on the Aircraft as more particularly to be specified and agreed upon in a separate Agreement (the "Completion Agreement") between Purchaser and International Jet Interiors located in Ronkonkoma, New York ("IJI") which is to be entered into concurrently with the execution of the Purchase and Sale Agreement between Purchaser and Seller described in Paragraph 6 below. The total of the Purchase Price and the Completion Price shall hereinafter be referred to as the "Total Aircraft Price".

(b) The Total Aircraft Price shall be ~~payable~~deposited and payable by Purchaser as follows:

- (i) \$500,000 placed in escrow with Insured Aircraft Title Service, Inc., in Oklahoma City, Oklahoma (the "Escrow Agent"), pending execution of a mutually agreeable Purchase and Sale Agreement and governed thereafter by said agreement;
- (ii) \$3,200,000 placed in escrow upon execution of the Purchase and Sale Agreement;
- (iii) \$300,00 delivered to IJI upon execution of the Completion Agreement,
- (iv) \$200,000 ("Completion Escrow") placed in escrow upon execution of the Completion Agreement,

At Delivery (defined in paragraph 5 below), \$3,700,000 shall be released to Seller; and upon completion of the Post-Closing Work the Completion Escrow shall be released to IJI.

~~(i) 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 (the "Escrow Agent"), pending execution of a mutually agreeable Purchase and Sale Agreement described in Paragraph 6 below and governed thereafter by said agreement; (ii) upon execution of the Purchase and Sale Agreement (defined in paragraph 6 below) and the Completion Agreement, the Purchaser shall deliver to IJI a deposit of \$1,000,000 and shall deliver to the Escrow Agent to hold in escrow the balance of the Completion Work Price, currently estimated to be approximately \$1,000,000 (the "Completion Escrow"), in accordance with the terms and conditions of the Completion Agreement; (iii) upon execution of the Purchase and Sale Agreement and the Completion Agreement, the Purchaser shall deliver to the Escrow Agent \$3,500,000 which shall be held in escrow, along with the \$500,000 deposit, in accordance with the terms and conditions of the Purchase and Sale Agreement; (ii) at Delivery (defined in paragraph 5 below), \$4,000,000 shall be released to Seller; and (iii) upon completion of the Post-Closing Work the Completion Escrow 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, with its Part 125 Certification, in an airworthy condition, with a valid U.S. Certificate of Airworthiness, with no damage history or material corrosion outside of manufacturer's tolerances, 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, to the extent that the terms of such warranties permit transfer.

4. Post-Closing Work.

(a) 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 in accordance with the provisions of the Completion Agreement at Purchaser's sole cost and expense at the Completion Price to be agreed upon between Purchaser and IJI and shall be paid for with an initial \$~~1,000,000~~300,000 deposit payment to IJI, and with the Completion Escrow, as described in Paragraph 1(b)(iii) above.

(b) Seller shall provide assistance to Purchaser in connection with Purchaser's interviewing and hiring of two flight crew members and a maintenance representative. Subject to the Purchaser entering into mutually acceptable agreements with such employees, 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 Oversight 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, the Purchaser's Inspection and the Seller's correction of any Discrepancies.

6. Purchase and Sale Agreement. This Letter of Intent and the provisions relating to any 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, but in no event later than ~~twenty (20)~~seven (7) business days from the date of Seller's acceptance of this Letter of Intent, or such later date upon which the Seller and Purchaser may hereafter agree in writing —(the "Execution Deadline"). Additionally, this Letter of Intent and the provisions relating to any obligations of Purchaser and Seller herein are also subject to the execution of the Completion Agreement referred to in Paragraph 4(a) above by no later than the Execution Deadline. In the event that Purchaser and Seller fail to enter into the Purchase and Sale Agreement and/or Purchaser and IJI fail to enter into the Completion Agreement by the Execution Deadline, then, unless the Purchaser and Seller agree to extend the Execution Deadline, this Letter of Intent shall terminate, the Escrow Agent shall promptly return the \$500,000 to the Purchaser, and neither the Seller nor the Purchaser party shall have any obligation to the other.

This Letter of Intent is valid through 5:00 pm eastern time on ~~December __, 2011~~January 6, 2012 after which, if not confirmed by the Seller, it shall expire having no further force or effect.

Sincerely,

Aamal Company Q.S.C

Agreed and accepted:

Avpro, Inc., as agent for JEGE, Inc.

By: _____

Title: _____

By: _____

Title: _____