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DEPT. OF TRANSPORTATION
DOCKET SECTION

BEFORE THE
U.S. DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.

96 JUL 25 AM 11:12

Application of)
)
 PRO AIR, INC.)
)
 For a Certificate of Public)
 Convenience and Necessity under)
 49 U.S.C. 41102 to engage in)
 interstate scheduled air)
 transportation.)

Docket No. OST 96-I 075 - 7

July 25, 1996

**PRO AIR, INC. THIRD SUPPLEMENTAL RESPONSE TO
DEPARTMENT OF TRANSPORTATION GENERAL COUNSEL'S
COMMENTS OF JULY 23, 1996**

Communications with respect to this document should be sent to:

Kevin C. Stamper, President
Pro Air, Inc.
6610 Columbia Center
Seattle, Washington 98104
(206) 623-2000

Curtis M. Coward, Esquire
Olga S. Elyea, Esquire
McGuire, Woods, Battle & Boothe, L.L.P.
8280 Greensboro Drive, Suite 900
McLean, Virginia 22102
(703) 7 12-5000
Counsel for Pro Air, Inc.

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**PRO AIR, INC. THIRD SUPPLEMENTAL RESPONSE TO
DOT GENERAL COUNSEL'S COMMENTS
OF JULY 23, 1996**

Pro Air, Inc. ("ProAir") respectfully submits the following information in response to the comments and the specific issues raised by Mr. Rupp in the telephone conversation on July 23, 1996 with respect to percentages of the voting shares of the foreign and deemed foreign shareholders.

1. Mr. Malcolm T. Stamper has acquired 500,000 shares of ProAir at a price of \$250,000. The documents evidencing this transaction are attached hereto as Schedule A and include the following: a copy of the executed Stock Purchase Agreement, a copy of the Stock Certificate issued to Mr. Stamper and the copies of the bank documents evidencing the payment for the shares. Mr. Stamper is a U.S. citizen. The new percentages of ownership of voting shares excluding the 400,000 non-voting shares from the calculation are as set forth below. All parties paid the same amount per share.

<u>Shareholder</u>	<u>Number of Shares</u>	<u>Percentage Ownership</u>
Air Elekton LLC	2,000,000	24.69%
International Technology Investment Group, Ltd. ("ITIG")	1,600,000	19.75%
Stamper LLC	1,600,000	19.75%
Shire Investments, LLC	1,200,000	14.81%
Malcolm T. Stamper	500,000	6.17%
William H. Wenger	400,000	4.94%
Air Projects, Inc.	400,000	4.94%
Trouvaille, LLC	400,000	4.94%
<u>Total</u>	<u>8,100,000</u>	<u>100.00%</u>

The combined ownership of ITIG and Air Projects, Inc. amounts to 24.69%.

2. **Certification 204.3(v)**. Attached hereto as Schedule B.

WHEREFORE, ProAir respectfully renews its request that the Department take expeditious action to find it fit to begin service.

Respectfully submitted,



Kevin C. Stamper, President

Curtis M. Coward, Esquire
Olga S. Elyea, Esquire
McGUIRE, WOODS, BATTLE & BOOTHE, L.L.P.
8280 Greensboro Drive
Suite 900, Tysons Corner
McLean, Virginia 22102
(703) 7 12-5000

Counsel for Pro Air, Inc.

LIST OF SCHEDULES

- Schedule A - A copy of the executed Common Stock Purchase Agreement between **ProAir** and Malcolm T. Stamper for 500,000 shares of class A Common stock.
- A copy of the Stock Certificate.
- A copy of the check evidencing the payment for the shares, and the deposit slip evidencing deposit of this amount in **ProAir's** account at Seattle First National Bank.
- Schedule B - Certification pursuant to Title 18, United States Code, Section 1001.

PRO AIR, INC.
COMMON STOCK PURCHASE AGREEMENT

This Agreement is made ~~as of this~~ 23rd day of July, 1996 by and between PRO AIR, INC., an Idaho corporation (the "Company"), and MALCOLM T. STAMPER, a Washington Individual (the "Purchase?").

SECTION 1
Sale of Common Stock

Sale of Common Stock. Subject to the terms and conditions hereof, the Company will sell to Purchaser, and Purchaser will buy from the Company, 500,000 shares (the "**Shares**") of the Company's Class A Common Stock (the "**Common Stock**"), having the rights and privileges as set forth in the Company's **Articles of Incorporation** (the "**Articles**"). The price for such stock shall be Fifty Cents (\$0.50) per Share, for a total of **\$250,000**.

SECTION 2
Closing Date and Delivery

2.1 Closing Date. The closing of the ~~purchase and sale~~ of the Shares hereunder shall be held at the offices of the **Company** at the 66th Floor, Colombia Center, 701 Fifth Avenue, Seattle, Washington at 5:00 p.m., local time on July 23, 1996 (the "Closing") or at ~~such~~ other time and place upon which the Company and **Purchaser** shall agree (the date of the Closing is hereinafter referred to as the "Closing Date").

2.2 Delivery. Closing, the Company will deliver to the Purchaser a certificate or certificates, registered in Purchaser's name ~~as set forth above~~, representing the **500,000 Shares** being purchased by Purchaser, against payment of the purchase price ~~therefor~~, by check payable to the Company or by wire transfer per the Company's instructions.

SECTION 3
Representations and Warranties tithe Company

The Company ~~represents~~ and warrants to Purchaser as follows:

3.1 Organization and Standing. The Company is a corporation duly organized and existing under, and by virtue of, the laws Of the ~~State~~ of Idaho and is in good ~~standing under~~ such laws. The Company ~~has~~ the requisite corporate ~~power~~ and authority to own ~~and~~ operate its ~~properties~~ and assets. and to carry an its business as presently conducted ~~and~~ as proposed to be conducted. The Company is not presently qualified ~~to do~~ business ~~as~~ a foreign ~~corporation~~ in any jurisdiction, and the failure to be ~~so~~ qualified will not have a material adverse affect on the Company's business as now ~~conducted~~ or as proposed to be conducted.

3.2 Corporate Power. The Company will ~~have~~ at the Closing Date all ~~requisite~~ legal ~~and~~ ~~corporate power~~ and authority to execute and ~~deliver~~ this Agreement, to sell and issue We Shares hereunder, and to carry out and perform ~~its~~ obligations under the ~~terms~~ of this ~~Agreement~~.

3.3 Subsidiaries. The Company has no subsidiaries or affiliated companies and ~~does~~ not otherwise own or control, directly or indirectly, any equity interest in any ~~corporation, association~~ or business entity.

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3.4 Capitalization. The authorized capital stock of the Company consists of 50,000,000 shares of Class A Common Stock and Ten Million shares of Class B Non-Voting Stock. The Company has issued and outstanding 7,600,000 shares of Class A Common Stock and 400,000 shares of Class B Non-Voting Common Stock,.

3.5 Authorization. All corporate action on the part of the Company, its directors and shareholders necessary for the authorization, execution, delivery and performance of this Agreement by the Company, and the authorization, sale, issuance and delivery of the Shares hereunder, has been taken or will be taken prior to the Closing. This Agreement, when executed and delivered by the Company, shall constitute a valid and binding obligation of the Company, enforceable in accordance with its terms. The Shares, when issued in compliance with the provisions of this Agreement, will be validly issued, fully paid and non-assessable; and free of any liens or encumbrances, provided, however, that the Shares will be subject to restrictions on transfer under state or federal securities laws, or both.

3.6 Title to Properties and Assets. The Company has good and marketable title to its properties and assets, and has good title to its leasehold interests, in each case subject to no mortgage, pledge, lien, lease, encumbrance or charge.

3.7 Compliance with Other Instruments. The Company is not in violation of any term of its Articles of Incorporation or By-Laws, or, in any material respect, of any term or provision of any material mortgage, indebtedness, indenture, contract, agreement, instrument, judgment or decree, and to the best of its knowledge is not in violation of any order, statute, rule or regulation applicable to the Company where such violation would materially and adversely affect the Company. The execution, delivery and performance of and compliance with this Agreement, and the issuance of the Common Stock, have not resulted and will not result in any material violation of, or conflict with, or constitute a material default under, the Company's Articles or By-laws or any of its agreements or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company; and there is no such violation or default which materially and adversely affects the business of the Company or any of its properties or assets.

3.8 Litigation. no actions, suits, proceedings or investigations pending against the Company or its properties before any court or governmental agency (nor, to the best of the Company's knowledge, is there any threat thereof).

3.3 Employees. To the best of the Company's knowledge, no employee of the Company is in violation of any term of any employment contract or any other contract or agreement relating to the relationship of such employee with the Company or any other party because of the nature of the business conducted or to be conducted by the Company.

3.10 Brokers or Finders: Other Offers. The Company has not incurred, and will not incur, directly or indirectly, as a result of any action taken by the Company, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement.

3.11 Disclosure. The Business Plan and the financial projections contained in the Business Plan were prepared in good faith. The Company, however, does not warrant that it will achieve such financial projections.

SECTION 4 Representations and Warranties of Purchaser

Purchaser hereby represents and warrants to the Company with respect to the purchase of the Shares as follows;

4.1 Experience Purchaser has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that Purchaser and Purchaser's counsel are capable of evaluating the merits and risks of Purchaser's investment in the Company and Purchaser has the capacity to protect its own interests.

4.2 Investment. Purchaser is acquiring the Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof.

4.3 Registration. Purchaser acknowledges that the Shares must be held by Purchaser unless subsequently registered under the Securities Act of 1933, as amended (the "Securities Act") or unless an exemption from such registration is available.

4.4 No Public Market. Purchaser understands that no public market now exists for the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Company's securities.

4.5 Access to Data. Purchaser has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and has had the opportunity to review the Company's facilities and Business Plan. Purchaser has also had an opportunity to ask questions of officers of the Company, which questions were answered to his satisfaction. Purchaser understands that such discussions, as well as any written information issued by the Company, including the Business Plan, were intended to describe certain aspects of the Company's business and prospects but were not a thorough or exhaustive description.

4.6 Authorization. This Agreement when executed and delivered by Purchaser will constitute a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms.

SECTION 5 Purchaser's Conditions to Closing

Purchaser's obligation to purchase the Shares at the Closing are subject to the fulfillment of the following conditions, the waiver of which shall not be effective against Purchaser unless consented to in writing by Purchaser,

5.1 Representations and Warranties Correct. The representations and warranties made by the Company in Section 3 hereof shall be true and correct when made, and shall be true and correct on the Closing Date.

5.2 Covenants. All covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to the Closing Date shall have been performed or complied with in all material respects.

SECTION 6 Company's Conditions to Closing

The Company's obligation to sell and issue the Shares at the Closing Date is, at the option of the Company, subject to the fulfillment as of the Closing Date of the following conditions:

6.1 Representations. The representations made by Purchaser in Section 4 hereof shall be true and correct when made, and shall be true and correct on the Closing Date.

6.2 Legal Matters. All material matters of a legal nature which pertain to this Agreement and the transactions contemplated hereby, including compliance with or the availability of exemptions from state and federal securities laws, shall have been reasonably approved by counsel to the Company.

SECTION 7
Affirmative Covenants of the Company

The Company hereby covenants and agrees as follows:

7.1 Financial Information. Subject to Section 7.4, the Company will mail the following reports to the Purchaser for so long as Purchaser is a holder of any of the shares:

(a) As soon as practicable after the end of each fiscal year, and in any event within 90 days thereafter, consolidated balance sheets of the Company and its subsidiaries, if any, as of the end of such fiscal year, and consolidated statements of income and consolidated statements of changes in financial position of the Company and its subsidiaries, if any, for such year, prepared in accordance with generally accepted accounting principles and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and audited by independent public accountants of national standing selected by the Company.

(b) As soon as practicable after the end of the first, second and third quarterly accounting periods in each fiscal year of the Company and in any event within 46 days thereafter, a consolidated balance sheet of the Company and its subsidiaries, if any, as of the end of each such quarterly period, and consolidated statements of income and consolidated statements of changes in financial condition of the Company and its subsidiaries, if any, for such period and for the current fiscal year to date, prepared in accordance with generally accepted accounting principles (other than for accompanying notes), all in reasonable detail and signed, subject to changes resulting from year-end audit adjustments, by the principal financial or accounting officer of the Company.

7.2 Additional Information. Subject to Section 7.4, as long as a Purchaser holds not less than 500,000 shares of Common Stock, as adjusted for recapitalizations, stock splits, stock dividends and the like ("Recapitalizations"), the Company will deliver or provide to Purchaser:

(a) As soon as practicable after the end of each fiscal month, and in any event within 30 days thereafter, unaudited consolidated balance sheets of the Company as at the end of such month, unaudited consolidated statements of income, and unaudited consolidated statements of cash flow for each month and for the current fiscal year to date. Such financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied (other than accompanying notes), all in reasonable detail and signed, subject to year-end audit adjustments, by the principal financial or accounting officer of the Company.

(b) Within 30 days prior to the beginning of each fiscal year, an Annual Plan. The Annual Plan shall set forth full and complete forecasted balance sheets, income statements, and statements of cash flow for such fiscal year and for each month within that year. The Annual Plan shall also describe the operational, marketing, staffing and financial strategies which support the Annual Plan's forecasted figures.

(c) Promptly after each meeting or the execution of an action by written consent, copies of the minutes of proceedings or actions by written consent of Company's Board of Directors and shareholders.

(d) ~~With~~ reasonable promptness, such other information and data with respect to the Company and its ~~subsidiaries~~, if any, as Purchaser may ~~from time to time~~ reasonably request.

(e) For ~~so long as~~ Purchaser is eligible to receive reports under this Section 7.2, Purchaser shall also have the ~~right~~, at its expense, to visit and inspect any of the properties of the Company or any of its subsidiaries, to examine its books of account and ~~records~~, and to discuss its operations, ~~finances~~ and accounts with the Company's ~~officers~~, all at ~~such reasonable~~ times as and ~~as often as~~ may be ~~reasonably requested~~, provided, however, that the Company shall not be obligated to provide any information, other than to ~~the representative of~~ the Purchaser on the ~~Board~~ of Directors, that Purchaser ~~reasonably considers to be a trade secret~~ or to ~~contain~~ confidential information.

7.3 Assignment of Rights to Financial Information. The ~~rights~~ granted pursuant to Sections 7.1 and 7.2 may not ~~be~~ assigned or otherwise conveyed by any Purchaser or ~~by~~ any subsequent transferee of any such ~~rights~~ without the ~~prior written consent~~ of the Company.

7.4 Termination of Covenants. The covenants set forth in Sections 7.1 and 7.2 shall terminate and be of no further force or effect at such time as the Company is required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

7.5 Notice of Litigation and Disputes. The Company will promptly notify Purchaser pursuant to Section 7.2 of any suits or litigation instituted against it, or disputes that ~~have~~ a high probability of resulting in a suit of significance against it.

7.6 Rule 144 Reports. With a view to making available to Purchaser the benefits of certain rules and regulations of the Securities and Exchange Commission which may permit the sale of Purchase&r's Shares to the public without registration, after such time as a public market exists for the Common Stock of the Company, the Company agrees to use its best efforts to:

(a) Make and keep public ~~information~~ available, as those terms ~~are~~ understood and defined in Rule 144 under the Securities Act, at all times after the ~~effective~~ date that the Company becomes subject to the reporting requirements of the Exchange Act; and

(b) Use its best efforts to file with the Securities and Exchange Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and

(c) Furnish to Purchaser forthwith upon request a written statement by the Company as to its compliance with the reporting requirements of Rule 144, and of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company filed with the Securities and Exchange Commission, and such other reports and documents of the Company and other information in the possession of or reasonably obtainable by the Company as Purchaser may reasonably request in availing itself of any rule or regulation of the Securities and Exchange Commission allowing a Purchaser to sell any such securities without registration.

SECTION 8 Use of Proceeds

8.1 Use of Proceeds. The Company shall use the proceeds from the sale of the Shares for working capital.

SECTION 9
Restrictions on Transferability of Securities;
Compliance with Securities Act

9.1 Restrictions on Transferability. The Shares shall not be said, assigned, transferred or pledged ~~except~~ upon ~~satisfaction~~ of the conditions specified in this Section 9, which conditions are intended to ensure ~~compliance~~ with the ~~provisions~~ of the ~~Securities~~ Act. Each Purchaser will ~~cause~~ any proposed purchaser, assignee, transferee, or ~~pledgee~~ of the Shares or held by a Purchaser to agree to take and hold such securities ~~subject to the provisions and conditions of this Section 9.~~ Purchaser consents to the Company making a notation on its ~~records~~ and giving ~~instructions~~ to any transfer agent of the Shares in order to implement the restrictions on transfer established in this Section 9.

9.2 Restrictive Legend. Each certificate representing the Shares and any other securities issued in respect of the Shares upon any ~~stock split~~, stock dividend, ~~recapitalization~~, merger, ~~consolidation~~ or ~~similar event~~, shall (~~unless otherwise~~ permitted by the ~~provisions~~ of Section 9.3 below) be ~~stamped~~ or otherwise imprinted with a legend in the following form (~~in addition~~ to any ~~legend required~~ under ~~applicable~~ state securities ~~laws~~):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION.

9.3 Notice of Proposed Transfers. Prior to any ~~proposed~~ sale, assignment ~~transfer~~ or pledge of any Shares, unless there is in ~~effect~~ a registration ~~statement~~ under the ~~Securities Act~~ covering the ~~proposed~~ transfer, Purchaser shall give written ~~notice~~ to the ~~Company~~ of Purchaser's intention to ~~effect~~ such transfer, sale, ~~assignment~~ or pledge. Each such ~~notice~~ shall describe the manner and circumstances of the proposed transfer, ~~sale~~, ~~assignment~~ or pledge in sufficient detail, and shall be ~~accompanied~~, at Purchaser's expense, by either (i) an ~~unqualified~~ ~~written~~ ~~opinion~~ of legal counsel whose ~~legal~~ ~~opinion~~ shall be reasonably satisfactory to the Company, ~~addressed~~ to the Company, to the effect that the proposed transfer of the Shares may be ~~effected~~ without registration ~~under the~~ Securities Act, or (ii) a "no action" letter from the ~~Securities and Exchange~~ Commission to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the Commission that action be taken with respect thereto, whereupon Purchaser shall be ~~entitled~~ to transfer such Shares in accordance with the terms of the notice delivered by Purchaser to the Company. Each certificate evidencing the Shares transferred as above provided shall bear, except if such transfer is made pursuant to Rule 144, the appropriate restrictive legend set forth in Section 9.2 above, except that such certificate shall not bear such restrictive legend if in the opinion of counsel for Purchaser and the Company such legend is not required in order to establish compliance with any provision of the Securities Act. Notwithstanding the foregoing, Purchaser agrees that it will not request that a transfer of Shares be made (or that the legend described in Section 9.2 be removed from the certificate evidencing the Restricted Securities) solely in reliance on Rule 144(k) under the Securities Act until the Company has been subject to the reporting requirements under the Securities Exchange Act of 1934, as amended, for a period of 90 days.

SECTION 10
Miscellaneous

10.1 Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Idaho.

10.2 Survival. The representations, warranties, covenants and agreements made herein shall survive the closing of the transactions contemplated hereby.

10.3 Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto, provided, however, that the rights of a Purchaser to purchase the Common Stock shall not be assignable without the consent of the Company.

10.4 Entire Agreement; Amendment. This Agreement and the other documents delivered pursuant hereto at the Closing constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

10.5 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed (a) if to a Purchaser, at such address as Purchaser shall have furnished to the Company in writing, or (b) if to any other holder of any Shares or , at such address as such holder shall have furnished the Company in writing, or, until any such holder so furnishes an address to the Company, then to and at the address of the last holder of such Shares or who has so furnished an address to the Company, or (c) if to the Company, one copy should be sent to its address set forth on the cover page of this Agreement and addressed to the attention of the Corporate Secretary, or at such other address as the Company shall have furnished to Purchaser. Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid.

10.6 Delays or Omissions. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any holder of any Shares, upon any breach or default of the Company under this Agreement, shall impair any such right, power or remedy of such holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring: nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Except as provided in Section 10.4 hereof, any waiver, permit, consent or approval of any kind or character on the part of any holder of any Shares or of any breach or default under this Agreement, or any waiver on the part of any holder of any provisions or conditions of this agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any holder, shall be cumulative and not alternative.

10.7 Expenses. The Company and the Purchaser shall each bear its own expenses incurred on its behalf with respect to this Agreement and the transactions contemplated hereby.

10.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one instrument.

10.9 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

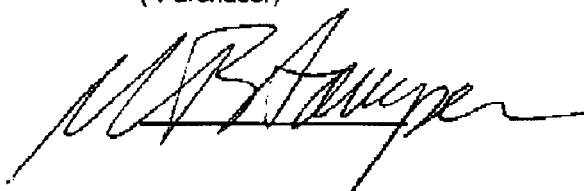
10.10 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not considered in construing or interpreting this Agreement.

The foregoing agreement is hereby executed as of the date first above written

PRO AIR, INC.
an Idaho corporation
("Company")

By: 
Title: Chairman

MALCOLM T. STAMPER
an Individual
("Purchaser")





TOTAL AUTHORIZED ISSUE
50,000,000 SHARES PAR VALUE \$.01 EACH
COMMON STOCK

SEE STATE OF
CERTAIN STATUTES

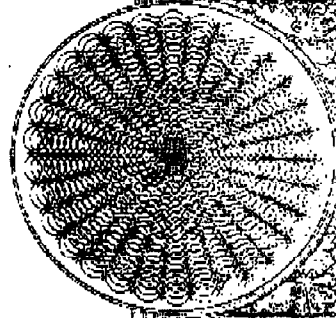
This is to Certify that MALCOLM T. STAMPER is the owner of

*****FIVE HUNDRED THOUSAND (500,000) *****

fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness, the seal of the Corporation and the signatures of its duly authorized officers.

Dated JULY 23, 1996



Jay Langhurst
JAY LANGHURST
SECRETARY

Kevin C. Stamber
KEVIN C. STAMBER
PRESIDENT



RST


GREAT HOME LOAN RATES
EQUAL HOUSING LENDER

TOTAL DEPOSITED TO	
Checking # 69782704	
Ref # 638103132	\$250,000.00
Total Checks	\$250,000.00

Thank You,
JJ
MAIN OFFICE AT CSC BRANCH
07/24/96

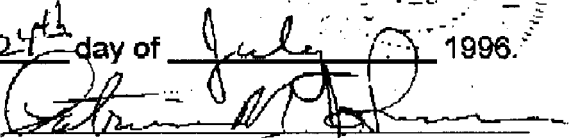
CERTIFICATION 204.3(v)

Pursuant to Title 18 United States Code, Section 1001, I, Kevin C. Stamper, in my individual capacity and as the authorized representative of the Applicant certify the accuracy of the information contained in this PRO AIR, INC. 3rd supplemental response to DOT General Counsel's comments of July 23, 1996, and further state that I, have not in any manner knowingly and willfully falsified, concealed or covered up any material fact or made any false, fictitious or fraudulent statement or knowingly used any documents which contain such statements in connection with the preparation, filing or prosecution of the application. I understand that an individual who is found to have violated the provisions of 18 U.S.C. Section 1001 shall be fined not more than \$10,000 or imprisoned not more than five years, or both.


Kevin C. Stamper, President
Pro Air, Inc.

STATE OF Washington
COUNTY OF King, ss:

Sworn to and subscribed before me this 24th day of July 1996.


Notary Public
Patricia M. Johnson


My Commission Expires:
11/19/98

BEFORE THE
U.S. DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.

Re Application of)
)
 PRO AIR, INC.) Docket No. OST-96-1076
)
 For a Certificate of Public)
 Convenience and Necessity under)
 49 U.S.C. 41102 to engage in)
 interstate scheduled air)
 transportation and Notice of)
 Withdrawal of the Application for)
 foreign air transportation)
 authority.)

CERTIFICATE OF SERVICE

I hereby certify that I have on this day served the Third Supplemental Response of Pro Air, Inc. to DOT's General Counsel's comments of July 23, 1996, via first class mail, postage prepaid, upon the persons shown in the following service list.



Olga S. Elyea Esq.
Counsel for Pro Air, Inc.

June 21, 1996

SERVICE LIST

Nicholas J. Schaus
Deputy Administrator
Maryland Aviation Administration
P.O. Box 8766
BWI Airport, Maryland 21240-0766

Mr. Jack Armour
Deputy Director, Aviation
Massport
Logan International Airport
East Boston, MA 02128

Mr. C. Barry **Bateman**
Airport Director
General Mitchell Int'l Airport
5300 South Howell Avenue
Milwaukee, Wisconsin 53207-6189

Mr. Robert C. Braun
Director of Airports
Detroit Metro, Wayne County Airport
L.C. Smith Terminal - Mezzanine
Detroit, MI 48242

Ms. Suzette Robinson
Airport Director
Detroit City Airport
Airport Department
11499 Conner Avenue
Detroit, Michigan 48213

Promech Air
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Ketchikan, AK 99901-6011