



August 23, 2005

Mr. Larry Wall
Wall Aircraft Corp.
321 N. Crystal Lake Drive, Suite 208
Orlando, FL 32803

Bid # 05-08-109
Ref: Falcon 20F, S/N 0250

Dear Larry,

Thank you for the opportunity to provide a quote for the RVSM modification and TCAS installation of your customer's Falcon 20. Thunder Aviation has always provided quality work at a fair price. I'm confident that, if given the opportunity, we will demonstrate to you why Thunder Aviation is becoming synonymous with Capability and reliability.

By choosing Thunder Aviation's RVSM solution, you can be confident of two things: your aircraft will have the best RVSM solution available for the Falcon 20, and you will be getting the most value for your RVSM investment dollar.

The Thunder Aviation RVSM modification has distinct advantages over other RVSM solutions, notably that we update the aircraft static system with the installation of Rosemount combination pitot/static probes, and we utilize New Honeywell state-of-the-art digital equipment for altitude reporting to your autopilot system. Also, our RVSM solution enables us to **guarantee RVSM compliance** under a true Group STC.

As per your request, I have quoted the RVSM modification and three different options for TCAS. The pricing is as follows:

1) RVSM Modification of Falcon 20F, S/N 0250, equipped with AP104 Autopilot

Remove existing Pitot/Static system. Install two new Rosemount pitot/static probes, two AM250 altimeters, and Digital/Analog data converter. System utilizes Thunder's fleet-wide SSEC curves for Falcon 10/20 aircraft.

\$ 150,000.00

2) L-3 WX-1000 Stormscope and SkyWatch Traffic Advisory System

Install new Goodrich WX-1000 and SkyWatch with required annunciators and antenna.

\$ 62,950.00

3) Honeywell CAS 66A TCAS I

Install new Honeywell CAS66A TCAS with required annunciators and antenna.

\$ 87,950.00

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4) Honeywell CAS 67A TCAS II

Install new Honeywell CAS 67A TCAS II system with required annunciators and antenna.

\$ 179,590.00

Below is a list of documents that are normally included with a Thunder Aviation proposal. Please review each one carefully.

- Bid Details
- Work Authorization Signature Sheet
- Terms and Conditions
- RVSM Certification Process (Additional Information)
- Incoming Autopilot Functional Test

In order to secure an input slot, please wire the initial deposit, sign the work authorization form, initial and date each page, and fax the proposal to me at 417-354-8616.

Larry, I will call you later this week to ensure you have received the proposal. In the meantime, please don't hesitate to call should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Michial S. DeVore". The signature is written in a cursive, slightly slanted style.

Michial S. DeVore

Regional Sales Manager
Thunder Aviation
414 N. Belaire St.
Monett, MO 65708

Phone: 417-354-8617

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Bid Details:

- This proposal is valid for 45 days.
- Equipment Lead-time is three (3) weeks.
- Downtime for this workscope is approximately thirty (30) workdays.
- This proposal does not include tax or freight as applicable.
- Any discrepancies identified during incoming inspections or during RVSM installation or certification will be presented to the customer as over-and-above repairs. No discrepancies will be repaired without the customer's written approval.
- Over-and-above discrepancies identified during preliminary inspection, installation and certification will be worked on a time and material basis at our labor rate of \$75.00 per hour, all trades. No additional discrepancies will be worked without customer's written approval.
- Additional downtime may be required as a result of discrepancies that the customer approves for repair, which have been identified during the preliminary inspection and the RVSM installation and certification process.
- Additional charges may apply for non-recurring engineering and labor associated with aircraft modification if the aircraft or its systems do not conform to the wiring diagrams, equipment list or the Falcon 20 maintenance manual; or if factory standard configuration for pitot static or collateral systems has been altered.
- A standby pneumatic altimeter is required. In the event the aircraft is not equipped with a standby altimeter, a standby panel mounted 2-inch altimeter shall be furnished and installed at additional cost.
- Customer is responsible for GMU flight and obtaining Flight Department operational RVSM approval from FAA.
- A 30% deposit will be required prior to input to secure the certification slot. Aircraft wiring diagrams are due at this time. This deposit is transferable in the event the aircraft is sold. A payment of 40% will be required when the aircraft is input at the designated Thunder Aviation facility for the upgrade/certification. Final payment of full invoice is due prior to aircraft delivery, unless other arrangements have been made and agreed to in writing. This payment schedule supersedes that listed in the "Terms and Conditions."
- Terms and Conditions to include warranty are attached.
- Installation of the Thunder Aviation RVSM kit into the aircraft renders the aircraft ***RVSM Compliant***. Prior to operating the aircraft in RVSM airspace each operator must comply with the FAA RVSM Operator Approval Process that is coordinated through local FSDO (Flight Standards District Office). Thunder Aviation can assist each Customer in securing resources to accomplish this requirement.

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Bid Details Cont:

- Thunder Aviation requests that the customer complete the attached "Incoming Autopilot Functional Test" summary sheet prior to input.
- Critical autopilot system components may be removed and returned to the manufacturer for test and evaluation, if required in order to correct autopilot discrepancies. This will be an over-and-above cost to be billed in addition to the RVSM installation.
- Installation of Thunder Aviation/Honeywell RVSM Solution has shown to be RVSM compliant and will result in successful completion of the GMU validation flight. Thunder Aviation makes no guarantee claim on GMU validation performance for performance failure due to systems outside the Thunder Aviation solution.
- Signing this quote constitutes full knowledge and agreement of all terms and conditions.

Payment Instructions

Thunder Aviation requests wire transfers for required deposits be sent in accordance with the following instructions:

Cass Commercial Bank
St. Louis, MO, ABA# 081000605,
Bank Account #400-301-48
POC: Ed Campbell, Jr.
Phone: 314-506-5574

We request that you reference our Bid# 05-08-109 in your wire instructions.

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I authorize Thunder Aviation Services, Inc. to perform the work as described above.

Authorized Signature _____ **Date** _____

Requested Input Date _____

While the Aircraft is in-work at the Thunder Aviation facility (select one),

I designate

_____ **(Name)**

_____ **(Title)**

as our authorized representative. In this role, he is authorized to make decisions to proceed on any and all work that may be deemed as over and above to the workscope detailed in this proposal.

OR

I am the sole person authorized to make decisions to proceed on any and all work that may be deemed as over and above to the work scope detailed in this proposal.

Customer initials: _____ **Date:** _____



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TERMS AND CONDITIONS

Miscellaneous. This proposal is submitted to Customer for informational purposes only and shall not become a binding agreement between Customer and Thunder Aviation Services, Inc. and its companies (**hereinafter Thunder Aviation**) unless signed by Customer and returned with the required deposit to Thunder Aviation at its office in Chesterfield, Missouri, and there accepted by Thunder Aviation within thirty (30) days of the date hereof. This proposal shall remain in effect for forty-five (45) days from the date of the proposal unless sooner revoked by Thunder Aviation or rejected by Customer. The provisions of this proposal are only for the benefit of the parties hereto.

Payment. Unless otherwise agreed, full payment for services rendered is required prior to aircraft departure from Thunder Aviation's facility. Acceptable methods of payment include: Company check, Wire transfer, cash or credit card. [Any credit card fees will be the responsibility of the Customer.] Progress payments will be established for projects in excess of \$25,000.00. Unless otherwise specified, a deposit of 50% of the modification proposal total is required. An additional deposit will be required prior to firm schedule commitment for modifications involving special order equipment or materials. Deposits are non-refundable and will be retained by Thunder Aviation as liquidated damages in the event the project is canceled. Any unpaid balance on account must be paid within 15 days of invoice date or a monthly finance charge of 1.5% will be assessed. Customer agrees to pay all reasonable attorneys' fees, costs and expenses incurred by Thunder Aviation as a result of any breach of this proposal by Customer. Title to all parts and materials installed in Customer's aircraft shall remain with Thunder Aviation until full payment is received by Thunder Aviation. Customer grants to Thunder Aviation a lien and security interest in the Aircraft with respect to the work performed hereunder for all obligations and liabilities arising under this proposal. For payment or account questions, please contact Carol Brown at 636-532-5600 ext. 1209.

Exceptions to the payment terms or payment methods listed above must be approved by the Customer Accounts Department in writing in advance.

Additional Charges. The following additional charges are not reflected in the quoted prices and shall be paid by Customer to Thunder Aviation upon demand if applicable:

1. Any sales or use taxes, duties or tariffs applicable to the work performed or items sold by Thunder Aviation.
2. Thunder Aviation's charges for repairing any Customer-furnished parts, material or equipment found not otherwise suitable for its intended work.
3. Thunder Aviation's charges for any rework of or additions to Customer-furnished engineering and for fuel, oil, indemnification, insurance and flight crews required for ground or flight testing an aircraft.
4. Overtime charges for work performed pursuant to the terms of this proposal.
5. The amount if any, by which exchange part credits granted Customer by Thunder Aviation exceed the amount of such credit granted to Thunder Aviation by the supplier of the exchange parts.
6. Freight charges, customs duties, taxes, tariffs and other related charges.
7. Customer specified Change Orders after commencement of a project will be evaluated and may result in additional charges and/or downtimes.
8. Thunder Aviation's charges for any hazardous waste disposal.

Place and Time of Performance. Unless otherwise provided on the face hereof, the price quoted herein is based on all services being performed at Thunder Aviation's facility in Chesterfield, Missouri. Thunder Aviation will attempt to schedule the performance of the services for the convenience of Customer subject to the availability of materials, parts, hangar and shop space, and labor. Unless otherwise agreed in writing, all services shall be performed during regular work hours as opposed to overtime hours. Customer's representatives shall comply with all regulations of Thunder Aviation with respect to its facility. Thunder Aviation assumes no responsibility for property left on board the Aircraft.

Substitutions. Thunder Aviation shall have the right to incorporate changes in design, construction or installation and to substitute equivalent equipment, accessories, parts, or material where such changes are deemed necessary by Thunder Aviation to improve quality, performance, reliability, stability, utility or appearance of the goods or materials supplied hereunder. If due either directly or indirectly to governmental prohibitions, restrictions or priorities, any of the materials of construction specified or contemplated herein are not readily procurable for use for its intended purpose, then Thunder Aviation shall have the right to substitute equivalent parts suitable for the work.

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TERMS AND CONDITIONS (continued)

Governing Law. This proposal shall be interpreted in accordance with the laws of the State of Missouri exclusive of any choice of law rule of that state. The parties hereto agree that any litigation arising out of this proposal shall be in the State of Missouri. Failure by Thunder Aviation to assert all or any of its rights upon any breach of this Agreement shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No written waiver of any right shall extend to or affect any other right of Thunder Aviation, nor shall any written waiver extend to any subsequent breach.

No Amendment. Further, the parties' course of performance, course of dealing or usages of trade shall not be deemed to modify or add to the express provisions of these Terms and Conditions or the relationship of the parties in any way. Also, no term or condition on any invoice, shipping document or other similar document exchanged between the parties shall modify or add to the express provisions of these Terms and conditions unless such modifications or additions are expressly agreed to by both parties in a writing making reference to these Terms and Conditions.

Force Majure. Thunder Aviation shall not be responsible for any failure or delay in its performance of the work due to causes beyond its reasonable and commercially practicable control including, but not limited to, labor disputes, war, orders or decisions of governmental officials, shortage of materials, or acts of God.

Warranty. Thunder Aviation warrants that the services performed hereunder will be, at the time of delivery to Customer, free from defects in workmanship and material. The workmanship of Thunder Aviation is warranted, under normal use, for a period of one (1) year or three hundred (300) flight hours, whichever occurs first. Thunder Aviation further warrants that all services performed hereunder shall comply with applicable FAA regulations in effect as of the date the work is performed. This warranty does not apply to (1) normal wear and tear, (2) the consequences of accident, negligence, abuse or misuse, improper storage, or the repair, removal, reinstallation or alteration other than by Thunder Aviation and (3) to Customer furnished parts or equipment or to work which, at the Customer's direction, was not performed in accordance with Thunder Aviation's standard operating procedures.

The sole and exclusive remedy of Customer, and the sole exclusive liability of Thunder Aviation with respect to any breach of the warranty provided herein shall be limited to repair or replacement (at Thunder Aviation's option) of the nonconforming or defective work. This warranty does not apply to components or parts installed by Thunder but not manufactured by Thunder. Such repair or replacement shall be performed at Thunder Aviation's facility in Chesterfield, Missouri, and Customer shall be responsible for all other expenses, including but not limited to, transportation costs, fuel and crew expenses. Should events occur which would give rise to Customer's claim that Thunder Aviation is in default hereunder, Customer shall first give Thunder Aviation a thirty (30) day written notice of its claim during which time Thunder Aviation may cure any claimed default and incur no additional liability therefor.

The foregoing warranty is in lieu of all other warranties, expressed or implied, including, without limitation, implied warranties of merchantability or fitness for a particular use. Thunder Aviation shall not be liable for any indirect, special, consequential or incidental damages including, without limitation, loss of profits or loss of use.

Revision 2 (09/1/04)

Customer initials: _____ Date: _____



RVSM CERTIFICATION PROCESS (Additional Information)

The following items must occur in addition to the modifications that Thunder Aviation, Inc will perform to receive RVSM Certification. These additional items and associated costs are the customer's responsibility.

- The Operator/Owner must submit an application to his local FSDO to operate the aircraft in RVSM airspace.
- The Operator/Owner then presents to the FSDO his RVSM Program. Typical Documentation is as follows:
 - International & Domestic Operation Manual addressing RVSM operations
 - The Flight Crew Training Program for operation in RVSM airspace
 - Revisions to existing the existing MEL/MMEL and maintenance manuals to comply with RVSM
- The Operator/Owner must request from his FSDO that the aircraft be place on the PTRS (Program Tracking & Reporting Subsystem).
- The Operator/Owner must perform a GPS-based Monitoring Unit (GMU) flight. Thunder Aviation, Inc can assist with the GMU flight test. Arrangements need to be made at the time of input for the modifications. A week to ten days is needed after the flight for the data to be posted in the PTRS.
- After the monitoring flight and FAA approval of the Operator/Owner's documentation for RVSM Continuing Airworthiness and Operation Programs, a Letter of Authorization (LOA) will be issued to the Operator/Owner by the FSDO and the aircraft will then be approved for flight into RVSM airspace.

Customer initials: _____ Date: _____



THUNDER AVIATION RVSM PROGRAM

INCOMING AUTOPILOT FUNCTIONAL TEST

After takeoff engage HDG mode and AP CPLD on pilot mode selector. Engage the autopilot. Verify autopilot engages with no noticeable roll or pitch bumps. Verify the autopilot is synchronized to the heading bug and pitch attitude.

Pass _____ Fail _____

PITCH COMMAND: Using the pitch command wheel pitch the aircraft up and down 5 degrees. Verify aircraft responds and holds commanded pitch attitude. Perform a 45-degree heading change in each direction and verify pitch attitude does not vary by more than 2 degrees.

Pass _____ Fail _____

VERTICAL SPEED HOLD: During climbout engage VS mode on pilot mode selector. Verify aircraft does not vary by more than 100 fpm. Reduce power and verify aircraft pitches up to maintain selected vertical speed. Increase power and verify aircraft pitches down to maintain selected vertical speed.

Pass _____ Fail _____

IAS HOLD: During climbout engage IAS mode on pilot mode selector. Verify aircraft does not vary by more than 5 knots. Reduce power and verify aircraft pitches down to maintain selected airspeed. Increase power and verify aircraft pitches up to maintain selected airspeed.

Pass _____ Fail _____

ALTITUDE SELECT: While climbing out using any pitch mode, select an altitude on the altitude alerter. Engage ALT SEL on the pilot mode selector. Verify aircraft will go into precapture mode by reducing climb angle before reaching selected altitude. This should occur approximately 200 to 500 feet prior to reaching selected altitude depending upon climb rate. Verify aircraft captures selected altitude with no more than a 100-foot overshoot and does not vary by more than +/- 40 feet of selected altitude. Perform a 45-degree heading change in each direction and verify aircraft maintains selected altitude within +/- 40 feet.

Pass _____ Fail _____

ALTITUDE SELECT LEVEL CHANGE: While still engaged in ALT SEL mode rotate the altitude alerter to a level 2000 feet different than present altitude. Verify the aircraft pitches up or down to achieve the new altitude. Adjust aircraft power as required. Verify aircraft levels off at the selected altitude within +/- 40 feet.

Pass _____ Fail _____

DESCENT MODE CHECKS: Repeat each maneuver during a descent to verify balanced performance during climbout and descent phases of flight.

Pass _____ Fail _____

ILS TRACKING: Perform a fully coupled ILS approach and verify localizer/glideslope tracking is satisfactory.

Pass _____ Fail _____

PILOT: _____

CO-PILOT: _____

DATE: _____

Customer initials: _____ Date: _____