

Registration No. _____

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM SB-2
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

ASHLIN DEVELOPMENT CORPORATION
(Name being changed to GALES INDUSTRIES INCORPORATED)
(Name of small business issuer in its charter)

Florida (State or Jurisdiction of Incorporation or Organization)	3728 (Primary Standard Industrial Classification Code Number)	65-0452156 (IRS Employer Identification Number)
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1479 North Clinton Avenue
Bay Shore, NY 11706
(631) 968-5000
(Address and telephone number of principal executive offices)

1479 North Clinton Avenue
Bay Shore, NY 11706
(Address of principal place of business)

Michael A. Gales, Executive Chairman
Gales Industries Incorporated
1479 North Clinton Avenue
Bay Shore, NY 11706
(631) 968-5000
(Name, address and telephone number of agent for service)

Copies of communications to:
Vincent J. McGill, Esq.
Eaton & Van Winkle LLP
3 Park Avenue, 16th Floor
New York, New York 10016
(212) 779-9910

Approximate date of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To Be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Share(1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
\$.001 par value per share common stock (2)	60,924,388	\$ 0.50	\$30,462,194	\$3,260

(1) Pursuant to Rule 457(c), the fee calculation is based on \$0.50, which is the average of the high and low prices of the Registrant's common stock on the OTC Bulletin Board on February 2, 2006.

(2) This registration statement relates to the resale by certain selling security holders identified herein of up to 60,924,388 shares of common stock, of which up to 11,485,725 shares of common stock are held by selling security holders, up to 40,909,538 shares of common stock are issuable upon conversion of Series A Convertible Preferred Stock purchased by investors in a recent offering, up to 1,636,380 shares of common stock are issuable upon conversion of Series A Convertible Preferred Stock which may be issued as payable-in-kind dividends, up to 1,663,156 shares of common stock are issuable upon the conversion of certain convertible promissory notes and up to 5,229,589 shares of our common stock are issuable upon exercise of common stock purchase warrants.

The registrant hereby amends this registration statement on such date or

dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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Subject to Completion, Dated February ____, 2006

60,924,388 Shares
ASHLIN DEVELOPMENT CORPORATION
(name being changed to Gales Industries Incorporated)
Common Stock

This prospectus relates to the resale of up to 60,924,388 shares of our common stock, \$.001 par value per share ("Common Stock"), by the selling security holders listed in the prospectus commencing on page 39, consisting of up to 11,485,725 shares of Common Stock held by selling security holders, up to 40,909,538 shares of Common Stock issuable upon conversion of the outstanding shares of our Series A Convertible Preferred Stock, up to 1,636,380 shares of Common Stock issuable upon conversion of Series A Convertible Preferred Stock which may be issued as payable-in-kind dividends, up to 1,663,156 shares of Common Stock issuable upon the conversion of certain convertible promissory notes and up to 5,229,589 shares of our Common Stock issuable upon exercise of common stock purchase warrants. The transactions in which the selling security holders acquired the shares of Common Stock covered by this prospectus are described in the section of this prospectus entitled "Selling Security Holders."

We are in the process of changing our name from Ashlin Development Corporation to Gales Industries Incorporated and changing our state of incorporation from Florida to Delaware. We expect our name change and reincorporation in Delaware to be effective on or about February 15, 2006.

The selling security holders, by themselves or through brokers and dealers, may offer and sell the shares at prevailing market prices or in transactions at negotiated prices. We will not receive any proceeds from the selling security holders' resale of the shares of Common Stock. The selling security holders will receive all proceeds from such sales. We will, in the ordinary course of business, receive proceeds from the issuance of our Common Stock upon exercise of the common stock purchase warrants.

It is not possible to determine the price to the public in any sale of the shares of Common Stock by the selling security holders and the selling security holders reserve the right to accept or reject, in whole or in part, any proposed purchase of shares. Accordingly, the selling security holders will determine the public offering price, the amount of any applicable underwriting discounts and commissions and the net proceeds at the time of any sale. The selling security holders will pay any underwriting discounts and commissions. The selling security holders, and the brokers through whom sales of the securities are made, will be "underwriters" within the meaning of Section 2(11) of the Securities Act of 1933, as amended, referred to herein as the "Securities Act".

Our Common Stock is traded on the OTC Bulletin Board under the symbol "ASHN". On February 2, 2006 the average of the high and low sale prices of our Common Stock on the OTC Bulletin Board was \$0.50.

INVESTING IN OUR COMMON STOCK INVOLVES A HIGH DEGREE OF RISK. SEE "RISK FACTORS" BEGINNING ON PAGE [7].

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with different information from that contained in this prospectus. The selling security holders are offering to sell and seeking offers to buy shares of our Common Stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of our Common Stock.

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No person is authorized in connection with this prospectus to give any information or to make any representations about us, the selling security holders, the securities or any matter discussed in this prospectus, other than the information and representations contained in this prospectus. If any other information or representation is given or made, such information or representation may not be relied upon as having been authorized by us or any selling security holder. This prospectus does not constitute an offer to sell, or a solicitation of an offer to buy the securities in any circumstances under which the offer or solicitation is unlawful. Neither the delivery of this prospectus nor any distribution of securities in accordance with this prospectus shall, under any circumstances, imply that there has been no change in our affairs since the date of this prospectus.

The date of this prospectus is February __, 2006

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the U.S. Securities and Exchange Commission, 450 Fifth Street, N.W., Washington, D.C. 20549, a registration statement on Form SB-2, under the Securities Act for the common stock offered by this prospectus. We have not included in this prospectus all the information contained in the registration statement and you should refer to the registration statement and its exhibits for further information.

Any statement in this prospectus about any of our contracts or other documents is not necessarily complete. If the contract or document is filed as an exhibit to the registration statement, the contract or document is deemed to modify the description contained in this prospectus. You must review the exhibits themselves for a complete description of the contract or document.

The registration statement and other information may be read and copied at the Commission's Public Reference Room at 450 Fifth Street N.W., Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the Commission at 1-800-SEC-0330. The SEC maintains a web site ([HTTP://WWW.SEC.GOV.](http://www.sec.gov)) that contains the registration statements, reports, proxy and information statements and other information regarding registrants that file electronically with the SEC such as us.

You may also read and copy any reports, statements or other information that we have filed with the SEC at the addresses indicated above and you may also access them electronically at the web site set forth above. These SEC filings are also available to the public from commercial document retrieval services.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Our disclosure and analysis in this prospectus contain some forward-looking statements. Certain of the matters discussed concerning our operations, cash flows, financial position, economic performance and financial condition, including, in particular, future sales, product demand, competition and the effect of economic conditions include forward-looking statements within the meaning of section 27A of the Securities Act of 1933, referred to herein as the Securities Act, and Section 21E of the Securities Exchange Act of 1934, referred to herein as the Exchange Act.

Statements that are predictive in nature, that depend upon or refer to future events or conditions or that include words such as "expects," "anticipates," "intends," "plans," "believes," "estimates" and similar expressions are forward-looking statements. Although we believe that these statements are based upon reasonable assumptions, including projections of orders, sales, operating margins, earnings, cash flow, research and development costs, working capital, capital expenditures, distribution channels, profitability, new products, adequacy of funds from operations, these statements and other projections and statements contained herein expressing general optimism about future operating results and non-historical information, are subject to several risks and uncertainties, and therefore, we can give no assurance that these statements will be achieved.

Investors are cautioned that our forward-looking statements are not guarantees of future performance and actual results or developments may differ materially from the expectations expressed in the forward-looking statements.

As for the forward-looking statements that relate to future financial results and other projections, actual results will be different due to the inherent uncertainty of estimates, forecasts and projections and may be better or worse than projected. Given these uncertainties, you should not place any reliance on these forward-looking statements. These forward-looking statements also represent our estimates and assumptions only as of the date that they were made. We expressly disclaim a duty to provide updates to these forward-looking statements, and the estimates and assumptions associated with them, after the date of this filing to reflect events or changes in circumstances or changes in expectations or the occurrence of anticipated events.

We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future events or otherwise. You are advised, however, to consult any additional disclosures we make in our Form 10-KSB, Form 10-QSB and Form 8-K reports to the SEC. Also note that we provide a cautionary discussion of risk and uncertainties under the caption "Risk Factors" in this prospectus. These are factors that we think could cause our actual results to differ materially from expected results. Other factors besides those listed here could also adversely affect us. This discussion is provided as permitted by the Private Securities Litigation Reform Act of 1995.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary does not contain all of the information you should consider before investing in our Common Stock. You should read the entire prospectus, including "Risk Factors" and the consolidated financial statements and the related notes before making an investment decision. The information in this prospectus reflects a 1-for-1.249419586 reverse split of our Common Stock (the "Reverse Split") which became effective as of November 21, 2005.

In this prospectus, the "Company" and terms such as "we," "us" and "our," refer to (i) Ashlin Development Corporation, a Florida corporation, (ii) our 100% owned Delaware subsidiary, Gales Industries Merger Sub, Inc. ("Merger Sub"), and (iii) Air Industries Machining, Corp., a New York corporation ("AIM") which is wholly owned by Merger Sub. When we refer to "Ashlin" in this prospectus, we are referring to our Company prior to the transactions of November 30, 2005. We are in the process of changing our name to Gales Industries Incorporated and changing our state of incorporation from Florida to Delaware.

Our Company

Through our wholly-owned subsidiary, AIM, we manufacture aircraft structural parts and assemblies principally for prime defense contractors in the aerospace industry including, Sikorsky, Lockheed Martin, Boeing and Northrop Grumman. Approximately 85% of our revenues are derived from sales of parts and assemblies directed toward military applications, although direct sales to the military (U.S. and NATO) constitute less than 10% of our revenues. Parts manufactured by us are installed onboard Sikorsky's VH-3D, otherwise known as Marine One, the primary Presidential helicopter, and onboard Air Force One, Boeing's 747-2000B customized for use by the President.

Our principal offices are at 1479 North Clinton Avenue, Bay Shore, New York 11706 and our telephone number is (631) 968-5000.

The Acquisition and Related Transactions

On October 15, 2004, Ashlin filed in the Southern District of Florida a plan of reorganization under Chapter 11 of the United States bankruptcy code. The Court confirmed Ashlin's plan of reorganization ("Plan of Reorganization") on January 10, 2005 and the Plan of Reorganization was declared effective on January 21, 2005. Ashlin formally emerged from bankruptcy protection on April 29, 2005, without any operating business.

On November 30, 2005 (the "Closing Date"), we acquired 100% of Gales Industries Incorporated ("Gales Industries"), a Delaware corporation, in a stock for stock exchange. Immediately prior to our acquisition of Gales Industries, it acquired 100% of the capital stock of AIM. The funds used to acquire AIM were obtained by Gales Industries through a \$9 million private placement of preferred stock. As a result of our acquisition of Gales Industries, AIM is indirectly 100% owned by us. Concurrently with its acquisition by Gales Industries, AIM entered into a bank loan facility providing for up to \$14 million and used monies from such facility to purchase its corporate campus in Bay Shore, New York. In connection with our acquisition of Gales Industries, we issued a significant number of shares of our Common Stock to the stockholders of Gales Industries, which resulted in a change of control of our Company.

The Offering

This prospectus relates to the resale by the selling security holders of up to 60,924,388 shares of our Common Stock, consisting of 11,485,725 shares of Common Stock held by selling security holders, up to 40,909,538 shares of Common Stock issuable upon conversion of the outstanding shares of our Series A Convertible Preferred Stock ("Preferred Stock"), up to 1,636,380 shares of Common Stock issuable upon conversion of Series A Convertible Preferred Stock which may be issued as payable-in-kind dividends, up to 1,663,156 shares of Common Stock issuable upon the conversion of certain convertible promissory notes and up to 5,229,589 shares of our Common Stock issuable upon exercise of common stock purchase warrants.

The issuances of such securities to the selling security holders was made in reliance upon exemptions from the registration requirements of the Securities Act provided by Section 4(2) of the Securities Act for private transactions. Additional information concerning the transactions in which the rights to acquire the shares covered by this prospectus were obtained by the selling security holders are set forth in the section of this prospectus entitled "Selling Security Holders."

Sales By Selling Security Holders

The selling security holders may offer the Common Stock pursuant to this prospectus in varying amounts and transactions so long as this prospectus is then current under the rules of the SEC and we have not withdrawn the registration statement. The offering of Common Stock may be through the facilities of the OTC Bulletin Board or such other exchange or reporting system where the Common Stock may be traded. Brokerage commissions may be paid or discounts allowed in connection with such sales; however, it is anticipated that the discounts allowed or commissions paid will be no more than the ordinary brokerage commissions paid on sales effected through brokers or dealers. To our knowledge, as of the date hereof, no one has made any arrangements with a broker or dealer concerning the offer or sale of the Common Stock. See "Plan of Distribution."

Outstanding Securities

As of January 31, 2006, there were approximately 14,723,361 shares of our Common Stock outstanding. On a fully-diluted basis, giving effect to and assuming the exercise or conversion of all of our options, warrants and derivative securities, we had outstanding an aggregate of approximately 67,375,606 shares of Common Stock as January 31, 2006. This number does not give effect to any interest or dividends which may accrue on the outstanding Preferred Stock or convertible notes or to any rounding up to the nearest whole share in connection with the Reverse Split and in connection with the conversion of Preferred Stock or convertible notes.

An investment in the shares of our Company is subject to a number of risks. We have set forth these risk factors below under the heading "Risk Factors" which you should carefully review.

Summary Financial Data

Set forth below is summary financial information of AIM. The data for the years ended December 31, 2004 and 2003 are derived from audited financial statements of AIM. The summary financial data at September 30, 2005 have been derived from unaudited financial statements of AIM. The information below does

not give effect to the transactions which we completed on November 30, 2005 or Gales Industries' \$9 million private placement which was completed on December 15, 2005. This summary financial information should be read in conjunction with the financial statements which are a part of this prospectus.

Statement of Operations Data:

	Nine Months Ended September 30, 2005	Year Ended December 31, 2004 2003	
	-----	-----	-----
Revenues	\$21,851,532	\$24,818,333	\$22,334,926
Costs of Goods Sold	18,858,898	21,400,878	19,531,292
Gross Profit	2,992,634	3,417,455	2,803,634
Expenses:			
Selling	244,125	321,727	309,479
General and Administrative	1,251,203	1,356,809	1,249,184
Interest expense	490,975	505,425	441,867
Income before Minority interest	1,006,483	1,236,067	803,204
Less: Minority interest	57,384	131,552	83,363
Net Income	\$ 949,099	\$ 1,104,515	\$ 719,841

Balance Sheet Data:

	At September 30, 2005	At December 31, 2004
	-----	-----
Working Capital	\$ 3,549,380	\$ 7,695,227
Total Assets	\$18,588,831	\$17,801,807
Total Current Liabilities	\$10,849,225	\$ 6,030,947
Long-Term Liabilities	\$ 2,445,214	\$ 7,109,696
Total Stockholders' Equity	\$ 5,294,392	\$ 4,661,164

RISK FACTORS

The purchase of our Common Stock involves a high degree of risk. Before you invest you should carefully consider the risks and uncertainties described below and other information and our consolidated financial statements and related notes included elsewhere in this prospectus. If any of the events described below actually occur, our operating results would be dramatically adversely affected, which in turn could cause the price of our Common Stock to decline, perhaps significantly. Further, we may not be able to continue our operations. This means you could lose all or a part of your investment.

Risks of the Acquisition

There can be no assurance that any benefits to AIM's business will be achieved from the Merger, Acquisition, Real Estate Acquisition, New Loan Facility or Offering (each as defined below under the heading "The Acquisition and Related Transactions") (collectively, the "Closing Transactions") or that the results of operations of AIM prior to the Acquisition will be not be adversely impacted by the Closing Transactions. As of November 30, 2005, Luis Peragallo and Jorge Peragallo resigned from their positions with AIM. Even though Peter Rettaliata and Darío Peragallo, two of AIM's officers (President and Executive Vice President, respectively), will serve as officers of the Company, there can be no assurance that the new management of the Company will have the necessary experience to operate AIM's business. The process of combining the organizations of Gales Industries, AIM and Ashlin Development Corporation could interrupt the activities of part or all of AIM's business, and could cause fundamental changes in AIM's business, which could have an adverse effect on the results of our operations. The past results of AIM's operations are not necessarily indicative of the future results of our operations.

Limited Recourse Against AIM Shareholders

Pursuant to the stock purchase agreement relating to the Acquisition, the obligations of the former shareholders of AIM (the "AIM Shareholders") to indemnify us for breaches of their representations and warranties are, with certain exceptions, limited to \$2.5 million. Consequently, we will have no recourse against the AIM Shareholders for claims in excess of such amount.

The inability to successfully manage the growth of our business may have a material adverse effect on our business, results or operations and financial condition.

We expect to experience growth in the number of employees and the scope of our operations as a result of internal growth and acquisitions. Such activities could result in increased responsibilities for management.

Our future success will be highly dependent upon our ability to manage successfully the expansion of operations. Our ability to manage and support our growth effectively will be substantially dependent on our ability to implement adequate improvements to financial, inventory, management controls, reporting, union relationships, order entry systems and other procedures, and hire sufficient numbers of financial, accounting, administrative, and management personnel. There can be no assurance that we will be able to identify, attract and retain experienced accounting and financial personnel.

Our future success depends on our ability to address potential market opportunities and to manage expenses to match our ability to finance operations. The need to control our expenses will place a significant strain on our management and operational resources. If we are unable to control our expenses effectively, our business, results of operations and financial condition may be adversely affected.

The unsuccessful integration of a business or business segment we acquire could have a material adverse effect on our results.

As part of our business strategy, we expect to acquire assets and businesses relating to or complementary to our operations. These acquisitions will involve risks commonly encountered in acquisitions. These risks include, among other things, exposure to unknown liabilities of the acquired companies, additional acquisition costs and unanticipated expenses. Our quarterly and annual operating results will fluctuate due to the costs and expenses of acquiring and integrating new businesses. We may also experience difficulties in assimilating the operations and personnel of acquired businesses. Our ongoing business may be disrupted and our management's time and attention diverted from existing operations. Our acquisition strategy will likely require additional debt or equity financing, resulting in additional leverage or dilution of ownership. We cannot assure you that any future acquisition will be consummated, or that if consummated, that we will be able to integrate such acquisition successfully.

Any reduction in government spending on defense could materially adversely impact our revenues, results of operations and financial condition.

There are risks associated with programs that are subject to appropriation by Congress, which could be potential targets for reductions in funding to pay for other programs. Future reductions in United States Government spending on defense or future changes in the kind of defense products required by United States Government agencies could limit demand for our products, which would have a materially adverse effect on our operating results and financial condition.

In addition, potential shifts in responsibilities and functions within the defense and intelligence communities could result in a reduction of orders for defense products by segments of the defense industry that have historically been our major customers. As a result, demand for our products could decline, resulting in a decrease in revenues and materially adversely affecting our operating results and financial condition.

We depend on revenues from a few significant relationships, in particular with Sikorsky Aircraft, and any loss, cancellation, reduction, or interruption in these relationships could harm our business.

In general, we have derived a material portion of our revenue from one or a limited number of customers. We expect that in future periods we may enter into contracts with customers which represent a significant concentration of our revenues. If such contracts were terminated, our revenues and net income could significantly decline. Our success will depend on our continued ability to develop and manage relationships with significant customers. Sikorsky accounts for more than 40% of our sales. Any adverse change in our relationship with such customer could have a material adverse effect on our business. Although we are attempting to expand our customer base, we expect that our customer concentration will not change significantly in the near future. The markets in which we sell our products are dominated by a relatively small number of customers who have contracts with United States governmental agencies, thereby limiting the number of potential customers. We cannot be sure that we will be able to retain our largest customers or that we will be able to attract additional customers, or that our customers will continue to buy our products in the same amounts as in prior years. The loss of one or more of our largest customers, any reduction or interruption in sales to these customers, our inability to successfully develop relationships with additional customers or future price concessions that we may have to make, could significantly harm our business.

Continued competition in our markets may lead to a reduction in our revenues and market share.

The defense and aerospace component manufacturing market is highly competitive and we expect that competition will continue to increase. Current competitors have significantly greater technical, manufacturing, financial and marketing resources than we do. We expect that more companies will enter the defense and aerospace component manufacturing market. We may not be able to compete successfully against either current or future competitors. Increased competition could result in reduced revenue, lower margins or loss of market share, any of which could significantly harm our business.

Our future revenues are inherently unpredictable, our operating results are likely to fluctuate from period to period and if we fail to meet the expectations of securities analysts or investors, our stock price could decline significantly.

Our quarterly and annual operating results are likely to fluctuate significantly in the future due to a variety of factors, some of which are outside our control. Accordingly, we believe that period-to-period comparisons of our results of operations are not meaningful and should not be relied upon as indications of performance. Some of the factors that could cause quarterly or annual operating results to fluctuate include conditions inherent in government

contracting and our business such as the timing of cost and expense recognition for contracts, the United States Government contracting and budget cycles, introduction of new government regulations and standards, contract closeouts, variations in manufacturing efficiencies, our ability to obtain components and subassemblies from contract manufacturers and suppliers, general economic conditions and economic conditions specific to the defense market. Because we base our operating expenses on anticipated revenue trends and a high percentage of our expenses are fixed in the short term, any delay in generating or recognizing forecasted revenues could significantly harm our business. Fluctuations in quarterly results, competition or announcements of extraordinary events such as acquisitions or litigation may cause earnings to fall below the expectations of securities analysts and investors. In this event, the trading price of our Common Stock could significantly decline. In addition, there can be no assurance that an active trading market will be sustained for our Common Stock. These fluctuations, as well as general economic and market conditions, may adversely affect the future market price of our Common Stock, as well as our overall operating results.

We may lose sales if our suppliers fail to meet our needs.

Although we procure most of our parts and components from multiple sources or believe that these components are readily available from numerous sources, certain components are available only from sole sources or from a limited number of sources. While we believe that substitute components or assemblies could be obtained, use of substitutes would require development of new suppliers or would require us to re-engineer our products, or both, which could delay shipment of our products and could have a materially adverse effect on our operating results and financial condition.

Attracting and retaining key personnel is an essential element of our future success.

Our future success depends to a significant extent upon the continued service of our executive officers and other key management and technical personnel and on our ability to continue to attract, retain and motivate executive and other key employees, including those in managerial, technical, marketing and information technology support positions. Attracting and retaining skilled workers and qualified sales representatives is also critical to us. Experienced management and technical, marketing and support personnel in the defense and aerospace industries are in demand and competition for their talents is intense. The loss of the services of one or more of our key employees or our failure to attract, retain and motivate qualified personnel could have a material adverse effect on our business, financial condition and results of operations.

Terrorist acts and acts of war may seriously harm our business, results of operations and financial condition.

United States and global responses to the Middle East conflict, terrorism, perceived nuclear, biological and chemical threats and other global crises increase uncertainties with respect to U.S. and other business and financial markets. Several factors associated, directly or indirectly, with the Middle East conflict, terrorism, perceived nuclear, biological and chemical threats, and other global crises and responses thereto, may adversely affect the Company.

While some of our products may experience greater demand as a result of increased U.S. Government defense spending, various responses could realign U.S. Government programs and affect the composition, funding or timing of our government programs and those of our customers. U.S. Government spending could shift to defense programs in which we and our customers do not participate. As a result of the September 11th terrorist attacks and given the current Middle East and global situation, U.S. defense spending is generally expected to increase over the next several years. Increased defense spending does not necessarily correlate to increased business, because not all the programs in which we participate or have current capabilities may be earmarked for increased funding.

Terrorist acts of war (wherever located around the world) may cause damage or disruption to us, our employees, facilities, partners, suppliers, distributors and resellers, and customers, which could significantly impact our revenues, expenses and financial condition. The terrorist attacks that took place in the United States on September 11, 2001 were unprecedented events that have created many economic and political uncertainties. The potential for future terrorist attacks, the national and international responses to terrorist attacks, and other acts of war or hostility have created many economic and political uncertainties, which could adversely affect our business and results of operations in ways that cannot presently be predicted. In addition, as a company with headquarters and significant operations located in the United States, we may be impacted by actions against the United States.

Our indebtedness may affect operations.

As described below under "Management's Discussion and Analysis or Plan of Operation - Financial Liquidity and Capital Resources", we incurred significant indebtedness under the New Loan Facility. This indebtedness far exceeds the amount of pre-Merger debt of AIM. As a result, we are significantly leveraged and our indebtedness is substantial in relation to our stockholders' equity. Our ability to make principal and interest payments will depend on future performance, which is subject to many factors, some of which are outside our control. In addition, the New Loan Facility is secured by substantially all of our assets, including the real estate acquired in the Real Estate Acquisition. In the case of a continuing default under the New Loan Facility, the lender will have the right to foreclose on AIM's assets, which would have a material adverse effect on the Company. Payment of principal and interest on the New Loan Facility may limit our ability to pay cash dividends to shareholders and the documents governing the New Loan Facility will prohibit the payment of cash dividends. Our leverage may also adversely affect our ability to finance future operations and capital needs, may limit our ability to pursue other business opportunities and may make our results of operations more susceptible to adverse economic conditions.

Absence of Principal Shareholders' Guarantees and Financial Accommodations

Historically, AIM obtained money and achieved other financial accommodations through arrangements guaranteed by the AIM Shareholders. Since they sold their shares of AIM in connection with the Acquisition, the AIM Shareholders will not be providing any financial assistance to us or AIM on a going-forward basis. Consequently, we are no longer able to rely upon the credit of AIM's Shareholders when seeking to borrow money or obtain other financial accommodations.

There is only a limited public market for our securities.

The trading market for our Common Stock is limited and conducted on the OTC Bulletin Board. Our Common Stock is very thinly traded. There can be no assurance that we will ever achieve a listing of our securities on Nasdaq or a stock exchange or that a more active trading market will ever develop, or, if developed, that it will be sustained.

Our stock is considered Penny Stock.

The SEC has adopted regulations which generally define "penny stock" to be an equity security that has a market price of less than \$5.00 per share. Our Common Stock falls within the definition of penny stock and is subject to rules that impose additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and accredited investors (generally those with assets in excess of \$1,000,000, or annual incomes exceeding \$200,000 or \$300,000, together with their spouse).

For transactions covered by these rules, the broker-dealer must make a special suitability determination for the purchase of such securities and have received the purchaser's prior written consent to the transaction. Additionally, for any transaction, other than exempt transactions, involving a penny stock, the rules require the delivery, prior to the transaction, of a risk disclosure document mandated by the SEC relating to the penny stock market. The broker-dealer also must disclose the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and, if the broker-dealer is the sole market-maker, the broker-dealer must disclose this fact and the broker-dealer's presumed control over the market. Finally, monthly statements must be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. Consequently, the "penny stock" rules may restrict the ability of broker-dealers to sell the Company's Common Stock and may affect the ability of investors to sell our Common Stock in the secondary market. Such rules may also cause fewer broker-dealers to be willing to make a market in our Common Stock, and it may affect the level of news coverage we receive.

Potential Adverse Effect on Market Price of Securities from Future Sales of Common Stock

Future sales of Common Stock pursuant to a registration statement or Rule 144 under the Securities Act, or the perception that such sales could occur, could have an adverse effect on the market price of the Common Stock. Relative to the number of shares of our freely-trading Common Stock outstanding, the number of shares which will be sold into the marketplace pursuant to this prospectus will be enormous. We believe that such sales will severely depress the market price of our Common Stock. We also intend to register on Form S-8 under the Securities Act an additional 10,000,000 shares of Common Stock, which are the shares available for issuance under our 2005 Stock Incentive Plan, of which, as of January 31, 2006, we have granted stock options to purchase 4,850,000 shares of our Common Stock. In addition, shares of our Common Stock held for one year or more will be eligible for public resale pursuant to Rule 144. In general, the shares of Common Stock which we issued in connection with the Merger and the Acquisition will become eligible for public resale under Rule 144 as of November 30, 2006. In addition, we may use our capital stock in the future to finance acquisitions and to compensate employees and management, which will further dilute the interests of our existing shareholders and could eventually significantly depress the trading price of our Common Stock.

Effect of Stock Options

Our 2005 Stock Incentive Plan allows for the issuance of up to 10,000,000 shares of Common Stock, either as stock grants or options, to employees, officers, directors, advisors and consultants of the Company. As of November 30, 2005, options to purchase 4,850,000 shares of Gales' common stock became options to purchase shares of our Common Stock under our 2005 Stock Incentive Plan. The committee administering such plans will have sole authority and discretion to grant options under such plans. We may grant options which become immediately exercisable in the event of a change in control of the Company and in the event of certain mergers and reorganizations of the Company. The existence of such options could limit the price that certain investors might be willing to pay in the future for shares of our Common Stock and may have the effect of delaying or preventing a change in control of the Company. The issuance of additional shares upon the exercise of such options could also decrease the amount of earnings and assets available for distribution to the holders of the Common Stock and could result in the dilution of voting power of the Common Stock.

Prior to November 30, 2005, AIM was not subject to Sarbanes-Oxley regulations and, therefore, may have lacked the financial controls and procedures of public companies.

Prior to November 30, 2005, AIM did not have the internal or financial control infrastructure necessary to meet the standards of a public company, including the standards required by the Sarbanes Oxley Act of 2002 ("Sarbanes Oxley"). Because AIM was not subject to Sarbanes Oxley, its internal and financial controls reflected its status as a non-public company. AIM did not have the internal infrastructure necessary to complete an attestation about its financial controls that would be required under Section 404 of Sarbanes Oxley. We are now required to comply with Sarbanes Oxley, including standards for internal and financial controls, in connection with AIM's operations. The cost to us of such compliance could be substantial and could have a material adverse effect our results of operations.

THE ACQUISITION AND RELATED TRANSACTIONS

Bankruptcy

On October 15, 2004, Ashlin filed in the Southern District of Florida a plan of reorganization under Chapter 11 of the United States bankruptcy code. The Court confirmed Ashlin's plan of reorganization ("Plan of Reorganization") on January 10, 2005 and the Plan of Reorganization was declared effective on January 21, 2005. Ashlin formally emerged from bankruptcy protection on April 29, 2005 without any operating business.

Transactions of November 30, 2005

On November 30, 2005 (the "Closing Date"), we acquired 100% of Gales Industries Incorporated ("Gales Industries"), a Delaware corporation, in a stock for stock exchange accomplished by causing Gales Industries to merge into our wholly-owned subsidiary (the "Merger"). Immediately prior to our acquisition of Gales Industries, it acquired 100% of the capital stock of AIM (the "Acquisition"). As a result of our acquisition of Gales Industries, AIM is indirectly 100% owned by us. Concurrently with its acquisition by Gales Industries, AIM entered into a bank loan facility providing for up to \$14 million and used funds from such facility to purchase its corporate campus in Bay Shore, New York. In connection with our acquisition of Gales Industries, we issued a significant number of shares of our Common Stock to the stockholders of Gales Industries, which resulted in a change of control of our Company.

The aggregate purchase price paid to AIM's four shareholders for 100% of the capital stock of AIM was: (i) \$3,114,296 in cash, (ii) \$1,627,262 principal amount of promissory notes, of which notes in the principal amount of \$665,262 are convertible into common stock at a conversion price of \$.40 per share and (iii) 490,060 shares of common stock. In addition, we distributed approximately \$690,000 to AIM's shareholders in satisfaction of loans from them to AIM and to enable them to pay income taxes accrued while operating AIM as a Subchapter S corporation.

Contemporaneously with the acquisition of Gales Industries by us, AIM completed the acquisition from affiliates of AIM, for \$4,190,000, of a three-building (76,000 square feet), 5.4-acre corporate campus which was being leased by AIM from its affiliates prior to the Closing Date in Bay Shore, New York (the "Real Estate Acquisition"). In connection with such real estate purchase, AIM entered into a loan facility (the "New Loan Facility") with PNC Bank, secured by all of its assets, including the newly acquired real property. The New Loan facility provides AIM with up to \$14,000,000 in debt facilities as follows: \$9,000,000 in a revolving credit facility, \$3,500,000 in a term loan, and \$1,500,000 in new equipment financing. In addition to the paying for the Real Estate Acquisition, the proceeds of the New Loan Facility were used to pay off debts of AIM to its prior lender and certain of its shareholders, totaling approximately \$5,800,000, and will be used for working capital.

The funds used by Gales Industries to acquire AIM were obtained through a \$9 million private placement of its preferred stock (the "Offering"). In its private placement, Gales Industries sold 90 Units, each Unit consisting of 10 shares of convertible preferred stock, and each share of preferred stock initially was convertible into 45,455 shares of Gales Industries' common stock, without giving effect to shares of common stock which may be issued upon conversion of shares of preferred stock issuable to investors as dividends. In addition to the payment of the cash portion of the purchase price for AIM, the proceeds of Gales Industries' private placement were used to pay expenses relating to the private placement, the Acquisition of AIM, the Merger with us and related transactions, and to repay \$150,000 in promissory note obligations which Gales Industries incurred in bridge financings, and for working capital.

GunnAllen Financial, Inc., a Delaware corporation, acted as Placement Agent ("Placement Agent") in Gales' Industries' private placement of preferred stock and received: (i) a sales commission equal to 6% and a management fee equal to 4%, of the aggregate purchase price of the Units sold and (ii) a non-accountable expense allowance equal to 2% of the aggregate purchase price of the Units sold. In addition, the Placement Agent received warrants (the "Placement Agent Warrants"), exercisable at a price of \$0.22 per share during a five-year term, to purchase 4,090,950 shares of Common Stock, which is equal to 10% of the number of shares of Common Stock into which the Preferred Stock sold in the Offering may be converted.

Prior to our acquisition of Gales Industries, we were required by it to effect a reverse split of our Common Stock (the "Reverse Split"). The Reverse Split became effective as of November 21, 2005. As a result of the Reverse Split, the conversion pursuant to the Merger of the outstanding securities of Gales Industries for new shares of our securities was on a one-for-one basis. Any of our shareholders who, as a result of the Reverse Split, held a fractional share of Common Stock received a whole share of Common Stock in lieu of such fractional share. All share numbers set forth in this prospectus, unless otherwise noted, give effect to the Reverse Split. After giving effect to the Reverse Split, prior to the acquisition of Gales Industries, we had outstanding approximately 3,723,980 shares of Common Stock and stock options exercisable into approximately 44,020 shares of our Common Stock. Such 3,723,980 shares continued to be outstanding after, and were not cancelled or redeemed pursuant to, the Merger and such 44,020 stock options were cancelled pursuant to the Merger. In connection with the Merger, we issued 10,999,381 shares of Common Stock and 900 shares of Preferred Stock to pre-existing shareholders of Gales Industries and to those who became shareholders of Gales Industries as a result of the Offering and the Acquisition of AIM. On a fully-diluted basis, in connection with the Merger and the Offering, we issued an aggregate of approximately 63,651,626 shares of our Common Stock (or approximately 94.5% of the outstanding on a fully-diluted basis), after taking into account the shares underlying the Preferred Stock, placement agent warrants, stock options and convertible notes which were previously convertible or exercisable into shares of Gales Industries common stock. The approximately 3,723,980 shares of our Common Stock outstanding immediately prior to the Merger constituted approximately 5.5% of our Common Stock outstanding on a fully-diluted basis after giving effect to the Merger, Acquisition and Offering.

USE OF PROCEEDS

We will not receive any of the proceeds from the selling stockholders' sale of the shares offered under this prospectus.

DETERMINATION OF OFFERING PRICE

We are not selling any of the Common Stock that we are registering. The Common Stock will be sold by the selling security holders listed in this prospectus. The selling security holders may sell the Common Stock at the market price as of the date of sale or a price negotiated in a private sale. Our Common Stock is traded on the OTC Bulletin Board under the symbol "ASHN". On January 31, 2006 the reported closing price for our Common Stock on the OTC Bulletin Board was \$0.39.

We have agreed to pay certain expenses in connection with the registration of the securities offered by the selling security holders for resale pursuant to this prospectus.

BUSINESS

About AIM

Currently all of our operations are conducted by AIM, our wholly owned subsidiary. Founded in 1969, AIM manufactures aircraft structural parts and assemblies principally for prime defense contractors in the defense/aerospace industry including, Sikorsky, Lockheed Martin, Boeing and Northrop Grumman. Approximately 85% of AIM's revenues are derived from sales of parts and assemblies directed toward military applications, although direct sales to the military (U.S. and NATO) constitute less than 10% of AIM's revenues. The remaining 15% of revenues represent sales in the airframe manufacturing sector to major aviation manufacturers such as Boeing. AIM is a provider of flight critical, technically complex structures: AIM's parts are installed onboard Sikorsky's VH-3D, otherwise known as Marine One, the primary Presidential helicopter and on Air Force One, Boeing's 747-2000B customized for use by the President.

AIM has evolved from being an individual parts manufacturer to being a manufacturer of subassemblies (i.e. being an assembly constructor) and being an engineering integrator. AIM currently produces over 2,400 individual products (SKU's) that are assembled by a skilled labor force into electromechanical devices, mixer assemblies, and rotorhub components for Blackhawk helicopters, rocket launching systems for the F-22 Raptor Advanced Stealth Fighter, arresting gear for E2C Hawkeye and other US Navy Fighters, vibration absorbing assemblies for a variety of Sikorsky helicopters, landing gear components for the F-35 Joint Strike Fighter, and many other subassembly packages. AIM's achievements in manufacturing quality control include ISO 9001 and AS9100 Certifications as well as several highly technical, customer-based proprietary quality approvals, including supplier of the year awards from notable customers such as United Technologies and Northrop Grumman.

AIM is the largest supplier of flight safety components for Sikorsky. Sales of parts and services to Sikorsky account for more than 40% of AIM's revenue, and are subject to General Ordering Agreements which were recently renegotiated and extended through 2010. These revised agreements included upward price adjustments that the Company estimates will positively impact the Company's profitability in 2006.

Sales and Marketing

Our approach to sales and marketing can be best understood through the concept of customer alignment. The aerospace industry is dominated by a small number of prime contractors and OEMs. We seek to position ourselves within the supply chain of these contractors and OEMs to be selected for subcontracted projects as they develop.

Successful positioning requires that a company be designated a preferred supplier by maintaining specific customer quality system approvals, third party ISO9001 and AS9100 quality system certifications and top supplier ratings through strong performance on existing contracts.

In addition to maintaining our status as a preferred supplier, we work closely with customers to assure that our investments are concentrated in production capabilities that are aligned with customer sourcing and subcontracting strategies. Also, we also constantly work to support our customers in their political, industrial and international initiatives.

Initial contracts are usually obtained through competitive bidding against other qualified subcontractors, while follow-on contracts are usually obtained by successfully performing initial contracts. Our long-term business base generally benefits from barriers to entry resulting from investments, certifications and manufacturing techniques developed during the initial manufacturing phase.

As our business base grows with targeted customers and significant market share is obtained, we endeavor to develop our relationship to one of a partnership where initial contracts are also obtained as single source awards and follow-on pricing is negotiated on a cost plus basis.

The Market

During most of the 1990s, defense spending remained flat or experienced a slight decline. In the late 1990's and the early years of the new decade, Boeing experienced some market share loss to Airbus which adversely affected the domestic aerospace business. The events of 9/11 caused a further deterioration in the domestic commercial aircraft industry, which had been poised for growth as a result of the anticipated replacement of aging airframes.

More recently, the United States defense budget is at an all time high and is currently expected to continue at this level through the Bush Administration and for the next several years. In addition, the world wide commercial aircraft industry is experiencing an increase in activity as a consequence of significant growth in passenger flights and air cargo traffic, and the development of the Boeing 787 Fuel Efficient Dreamliner. Increased utilization of existing resources in the commercial aircraft industry should result in demand for our services. More specific to our business, the war on terrorism has hastened the need to replace older helicopters in the various state Army and Air National Guard Units with up to date Blackhawk models as these units have been mobilized to serve in Afghanistan and Iraq. We are the largest supplier of flight critical parts for the Sikorsky Blackhawk.

Backlog

We have a number of long-term exclusive multi-year agreements with several of our customers. These agreements specify the part number, specifications and price of the covered products for a specified period of performance, but do not authorize immediate shipment. Customers issue release orders against these contracts periodically to satisfy their needs. In addition to our long term agreements, we regularly enter into firm fixed agreements with customers. Our reported backlog only includes only dollar amounts under long term agreements for which we have actual release orders with firm delivery dates and fixed contracts. The backlog information set forth herein does not include the sales that we expect to generate from long-term agreements associated with long-term production programs but for which we do not have actual purchase orders with firm delivery dates.

As of January 1, 2006, our continuing operations had outstanding purchase orders representing an aggregate invoice price of approximately \$38 million.

Competition

The markets for our products are highly competitive. For the most part we manufacture items to customer design and compete against companies that have similar manufacturing capabilities in a global marketplace. Consequently, our ability to obtain contracts is tied to our ability to provide quality products at competitive prices which requires continuous improvements in our capabilities to assure competitiveness and value to our customers. Our marketing strategy involves developing long term exclusive relationships with customers based on large multi-year agreements which foster mutually advantageous relationships.

Many of our competitors are well-established subcontractors engaged in the supply of aircraft parts and components to prime military contractors and commercial aviation manufacturers, including Monitor Aerospace, a division of Stellex Aerospace, Hydromil, a division of Triumph Aerospace Group, Heroux Aerospace and Ellanef Manufacturing, a division of Magellan Corporation. Many of our competitors are divisions of larger companies having significantly larger infrastructures, greater resources and the capabilities to respond to much larger contracts.

Raw Materials and Replacement Parts

As a product integrator our manufacturing processes requires substantial purchase of raw materials, hardware and subcontracted details. As a result, much of our success in meeting customer demand involves effective subcontract management. Price and availability of many raw materials utilized in the aerospace industry are subject to volatile global markets. Most suppliers are unwilling to commit to long-term contracts, which can represent a substantial risk as our strategy often involves long term fixed pricing with our customers. We believe that the availability of raw materials to us is adequate to support our operations.

Future Expansion and Acquisition Strategy

Since the 1990's, the aerospace and defense has undergone a radical restructuring and consolidation. The largest prime contractors have merged resulting in fewer, but larger, entities. A prime example is Boeing, which acquired McDonnell Douglas. Others include Lockheed Martin, the result of Lockheed's acquisition of Martin Marietta, and the aerospace divisions of General Dynamics and Northrup Grumman, which fused together Northrop, Grumman, Westinghouse and Litton Industries into one entity.

This trend has permeated through the industry eliminating many companies as the prime contractors streamlined their supply chains. To survive companies must invest in systems and infrastructures that align their capabilities with the needs of the prime contractors. At a minimum, Tier III and IV suppliers must be fully capable to work in a CATIA engineering environment interactively and must have third party ISO9001/AS9100 quality system certifications.

The industry's drive to efficiency will create enhanced pressures on many aerospace/defense critical component manufacturers, particularly those with \$15-\$100 million in annual sales, referred to herein as the "Tier III/IV Manufacturing Sector" and these manufacturers will have to either upgrade their systems to achieve quality approvals or leave the industry.

In response to this drive towards greater operating and economic efficiency, our objective is to achieve a leading role in the consolidation of the Tier III and IV Manufacturing Sectors. In this regard, our core strategy will be to selectively acquire synergistic manufacturers of "lynchpin" products and technologies, upon which larger, more complex and key defense systems and platforms can be established. We believe that numerous acquisition opportunities of such kind exist, particularly given the evolutionary stage of a number of existing businesses in the sector, the age of many of the owner-principals and their perceived and stated desire to facilitate a liquidity event for their investment in the near term. Furthermore, we believe that by executing a well-defined consolidation strategy in the Tier III and IV Manufacturing Sectors, we will be able to achieve significant cost savings, operational efficiencies and overall economic synergies. AIM was our initial strategic acquisition and will serve as our operating platform for subsequent acquisitions and organic growth.

The Company will focus on acquiring profitable, privately held entities or divisions of larger entities with annual sales between \$15 and \$100 million in the aerospace and defense-related fields. The Company will initially seek enterprises whose products are synergistic and complementary to AIM's current product line and which can benefit from the Company's existing engineering talents and manufacturing capabilities. The Company will look for candidates whose products are components of larger mission critical systems and which can be upgraded from simple parts to complex, higher-margin component system subassemblies through the use of AIM's engineering talents. The Company intends to focus on entities with reputations for high quality standards whose management can be absorbed into the Company. When possible, the Company will seek to combine existing operations to absorb excess capacity and eliminate duplicative facilities. It is contemplated that these future acquisitions will be facilitated by using either the Company's stock, cash or debt financing, or some combination thereof.

The Company also intends to expand its operations through internal growth. The Company will seek to attract new customers through proactive industry marketing efforts including direct sales programs, participation at trade shows, technical society meetings and similar activities. Additionally, the Company will seek to capitalize on its engineering capabilities by partnering with other lower cost manufacturers which can benefit from the Company's expertise.

Government Regulation

Environmental Regulation

We are subject to regulations administered by the United States Environmental Protection Agency, the Occupational Safety and Health Administration, various state agencies and county and local authorities acting in cooperation with federal and state authorities. Among other things, these regulatory bodies impose restrictions to control air, soil and water pollution, to protect against occupational exposure to chemicals, including health and safety risks, and to require notification or reporting of the storage, use and release of certain hazardous chemicals and substances. The extensive regulatory framework imposes compliance burdens and risks on us. Governmental authorities have the power to enforce compliance with these regulations and to obtain injunctions or impose civil and criminal fines in the case of violations.

The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) imposes strict, joint and several liability on the present and former owners and operators of facilities that release hazardous substances into the environment. The Resource Conservation and Recovery Act of 1976 (RCRA) regulates the generation, transportation, treatment, storage and disposal of hazardous waste. In New York, the handling, storage and disposal of hazardous substances are governed by the Environmental Conservation Law, which contains the New York counterparts of CERCLA and RCRA. In addition, the Occupational Safety and Health Act, which requires employers to provide a place of employment that is free from recognized and preventable hazards that are likely to cause serious physical harm to employees, obligates employers to provide notice to employees regarding the presence of hazardous chemicals and to train employees in the use of such substances.

Federal Aviation Administration Regulation

We are subject to regulation by the Federal Aviation Administration (FAA) under the provisions of the Federal Aviation Act of 1958, as amended. The FAA prescribes standards and licensing requirements for aircraft and aircraft components. We are subject to inspections by the FAA and may be subjected to fines and other penalties (including orders to cease production) for noncompliance with FAA regulations. Our failure to comply with applicable regulations could result in the termination of or our disqualification from some of our contracts, which could have a material adverse effect on our operations.

Government Contract Compliance

Our government contracts and those of many of our customers are subject to the procurement rules and regulations of the United States government, including the Federal Acquisition Regulations ("FAR"). Many of the contract terms are dictated by these rules and regulations. During and after the fulfillment of a government contract, we may be audited in respect of the direct and allocated indirect costs attributed thereto. These audits may result in adjustments to our contract costs. Additionally, we may be subject to U.S. government inquiries and investigations because of our participation in government procurement. Any inquiry or investigation can result in fines or limitations on our ability to continue to bid for government contracts and fulfill existing contracts.

We believe that we are in substantial compliance with all federal, state and local laws and regulations governing our operations and have obtained all material licenses and permits required for the operation of our business.

Employees

AIM employs approximately 160 principally union employees and maintains what it believes are, and what historically have been, good relationships with its union.

Real Property

Our headquarters are situated on a 5.4-acre corporate campus in Bay Shore, New York. On such campus, we occupy three buildings consisting of 76,000 square feet. Prior to November 30, 2005, AIM leased such real property. Simultaneously with the closing of the Acquisition and the Merger, AIM purchased such property. As a consequence of such purchase, AIM is no longer required to pay rent for the use of such property.

From January 2005 to November 30, 2005, Ashlin's corporate office was located at 4400 North Federal Highway, Suite 210, Boca Raton, Florida 33431. The lease for this property expires on March 31, 2006 and provides for a monthly rent of approximately \$950. As a result of the Merger, our headquarters have been relocated to AIM's corporate campus in Bay Shore, New York.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Introduction

Following the Merger, AIM constitutes all of our operations. The following discussion and analysis summarizes the significant factors affecting (1) AIM's results of operations for fiscal 2004 compared to fiscal 2003 and (2) our combined financial liquidity and capital resources. Also discussed below are AIM's results of operations for the nine-month period ended September 30, 2005 compared with AIM's results of operations for the nine-month period ended September 30, 2004. This discussion and analysis should be read in conjunction with the financial statements and notes, and pro forma financial statements, included with this report.

The historical financial statements of AIM included herein take into account the results of operations, assets and liabilities of the two real estate entities (affiliated with AIM) which, as of November 30, 2005, owned the real properties which AIM acquired in the Real Estate Acquisition as of such date. Such real properties were the only assets of such real estate entities prior to and as of November 30, 2005. For the periods following November 30, 2005, we will account for such real properties at cost.

Ashlin emerged from bankruptcy protection on April 29, 2005 without any business operations and after having divested the business in which Ashlin had been engaged prior to its bankruptcy filing. Therefore, Ashlin's results of operations, apart from those of AIM, are not taken into account in the below discussion.

Results of Operations

Year ended December 31, 2004 compared to year ended December 31, 2003

Net Sales. Net sales were \$24,818,333 in fiscal 2004, compared to net sales of \$22,334,926 in fiscal 2003. The increase in net sales in fiscal 2004 compared to fiscal 2003 was due to increased shipments and increased purchase orders.

Gross Profit. Gross profit was \$3,417,455 in fiscal 2004 (13.8% of net sales), compared to gross profit of \$2,803,634 in fiscal 2003 (12.6% of net sales). The increase was primarily due to an increased efficiency in manufacturing and the implementation of cost reduction methods.

Selling, General and Administrative Expenses. Selling, general and administrative expenses were \$1,678,536 in fiscal 2004, an increase of 7.7% from selling, general and administrative expenses of \$1,558,663 in fiscal 2003. The increase was primarily due to adjustments in remuneration of officers' salaries, pay increases to office personnel, increase in professional fees attributable to legal costs in drafting a stockholders agreement among AIM's shareholders and computer consulting costs in connection with modifications to AIM's IT network.

Other Expenses. Other expenses were \$505,425 in fiscal 2004, an increase of 14.4% from other expenses of \$441,867 in fiscal 2003. The increase was due to an increase in bank debt, the refinancing of existing equipment loans, financing new equipment acquisitions and increased interest rates.

The nine months ended September 30, 2005 compared to the nine months ended September 30, 2004

Net Sales: Net sales were \$21,851,532 in the nine months ended September 30, 2005 compared to net sales of \$18,322,866 in the nine months ended September 30, 2004. The increase of \$3,528,666 or 19.3% was primarily due to increased purchase orders and shipments and retroactive price adjustments on long term contracts. As of September 30, 2005, AIM's revenue backlog approximated \$35 million.

Gross Profit: Gross profit was \$2,992,634 in the nine months ended September 30, 2005 (13.7% of net sales), compared to gross profit of \$2,382,230 in the nine months ended September 30, 2004 (13.0% of net sales). The increase in gross profit as a percentage of net sales in the nine months ended September 30, 2005 was favorably affected by (i) renegotiated price adjustments on long term contracts and (ii) increased efficiency in the manufacturing process. Our gross profit margins were negatively affected in the nine months ended September 30, 2005 due to (i) increase in factory repairs and (ii) increases in cost of labor.

Selling, General and Administrative Expenses: Selling, general and administrative expenses were \$1,495,328 in the nine months ended September 30, 2005, an increase of 26.7% from selling, general and administrative expenses of \$1,180,439 in the nine months ended September 30, 2004. The increase was primarily due to (i) an increase in professional fees and (ii) increase in fees related to the implementation of a new computer software system.

Other Expenses: Other expenses were \$490,975 in the nine months ended September 30, 2005, an increase of 59.5% compared to \$307,727 in the nine months ended September 30, 2004, which increase was attributable to (i) financing of additional equipment acquisitions and (ii) an increase in interest rates.

Impact of Inflation

Inflation has not had a material effect on our results of operations.

Financial Liquidity and Capital Resources

We believe that our cash requirements in the next twelve months will be met by our revenues from operations and our cash reserves which were \$1.076 million as of December 31, 2005.

AIM had financed its operations and investments up to the Closing Date principally through revenues from operations. As a private company, AIM did not have many of the expenses which we have as a public company. As a result of the AIM Acquisition, we have significantly increased cash requirements relating to the preparation of financial statements, our compliance with the Exchange Act requirements, the registration of shares under the Securities Act, and other requirements applicable to public companies. We expect such increased cash requirements to be approximately \$400,000 in 2006.

In connection with the Acquisition of AIM, we incurred notes payable obligations in the aggregate principal amount of \$1,627,262, of which \$665,262 are in the form of convertible promissory notes which we may convert into shares of Common Stock at \$.40 per share upon effectiveness of the registration statement of which this prospectus is a part. The remaining \$962,000 principal amount of note is repayable by us in 20 equal quarterly installments of \$48,100 principal plus interest. The holder of a convertible bridge note in the principal amount of \$22,500 has converted such note into shares of our Common Stock.

As of November 30, 2005, under the New Loan Facility, we incurred approximately \$5,732,000 in debt under the revolving credit facility and \$3,500,000 under a term loan. We have not made any borrowings under our \$1.5 million equipment line of credit available under the New Loan Facility. The revolving credit facility requires us to pay interest monthly on the outstanding principal amount. This monthly interest payment amount fluctuates because the outstanding principal amount and interest rate under the revolving credit facility varies from month to month. The term loan requires us to make 84 equal monthly payments of \$31,667 plus interest with the balance to be added to the 84th payment. We believe that all of the applicable interest rates under the New Loan Facility are consistent with prevailing interest rates in the lending industry.

All of the proceeds of the term loan and approximately \$862,316 of the borrowings under the revolving credit facility were used to complete the Real Estate Acquisition. In addition, proceeds from the New Loan Facility were used to pay off AIM's debt to its prior lender and will be used for working capital for AIM's business.

As of November 30, 2005, we had equipment leases which required us to make monthly payments of approximately \$37,100.

As of November 30, 2005, we completed (through Gales Industries) the first closing of the Offering to accredited investors for gross proceeds of \$6,793,280. Commissions, management fees and non-accountable expense allowance which Gales Industries paid to the placement agent in such first closing amounted to an aggregate of \$815,193.60. The proceeds of the first closing of the Offering, in general, were and will be used for paying the cash portion of the purchase price for the Acquisition of AIM, for the repayment of \$150,000 in note obligations which Gales Industries incurred in bridge financings, for payment of certain real estate taxes and accrued rent on AIM's real property, for expenses of the Offering, Acquisition, Merger and related transactions, for satisfaction of certain loans from the shareholders of AIM to AIM, and for working capital for us and AIM. We received \$2,206,720 in additional gross proceeds from the second closing of the Offering on December 15, 2005.

The holders of Preferred Stock are entitled to receive payment-in-kind dividends (payable in shares of Preferred Stock), prior to and in preference to any declaration or payment of any dividend on the Common Stock, at the rate of 8% per annum. However, if a registration statement for the resale of the Common Stock underlying the Preferred Stock is not declared effective by June 15, 2006, the dividend on the Preferred Stock will be due in cash from the date of such default until the default is cured.

We expect that cash flows from operations and our cash reserves will be sufficient to pay our obligations for the next twelve months as they arise. Further, we may be able to borrow additional funds under our revolving credit facility provided that we have sufficient inventory, receivables and equipment and machinery. However, we may require additional working capital and additional financing to expand our business and make acquisitions. In the event we are not able to increase working capital and obtain additional financing, we may not be able to expand our business or make acquisitions.

Critical Accounting Policies

Our significant accounting policies are more fully described in Note 1 to the audited financial statements of AIM. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and the related disclosures of contingent assets and liabilities. Actual results could differ from those estimates under different assumptions or conditions.

Quantitative and Qualitative Disclosure about Market Risk

Our primary exposure to market risk consists of changes in interest rates on borrowings under the New Loan Facility. An increase in interest rates would adversely affect our operating results and the cash flow available after debt service to fund operations. We manage exposure to interest rates fluctuations by optimizing the use of fixed and variable rate debt. Except with respect to the interest rates under the New Loan Facility, we do not have debts or hold instruments that are sensitive to changes in interest rates, foreign currency exchange rates or commodity prices.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS, DIRECTORS AND EXECUTIVE OFFICERS AND RELATED SHAREHOLDER MATTERS

The following table sets forth information known to us regarding beneficial ownership of our Common Stock as of January 31, 2006 by (i) each person known by us to own beneficially more than 5% of the outstanding Common Stock, (ii) each of our directors and executive officers, (iii) any other "Named Executive Officer" identified in the Executive Compensation section, below, and (iv) all of our officers and directors as a group. Except as otherwise indicated, we believe, based on information provided by each of the individuals named in the table below, that such individuals have sole investment and voting power with respect to such shares, subject to community property laws, where applicable. The address of each executive officer and director is c/o the Company, 1479 North Clinton Avenue, Bay Shore, NY 11706. The address of ACS Holdings, LLC is 135 East 57th Street, New York, New York, 10022.

Name	Number of Shares	Percentage of Shares Outstanding
- - - - -	-----	-----
Michael A. Gales	4,326,219 (1)	28.9%
Louis A. Giusto	3,644,538 (2)	24.4%
Peter Rettaliata	1,100,000 (3)	7.0%
Dario Peragallo	1,100,000 (4)	7.0%
Seymour G. Siegel	100,000	*
Rounsevelle W. Schaum	100,000	*
Ira A. Hunt, Jr.	100,000	*
Stephen Nagler	145,455 (5)	1.0%
James A. Brown	676,268	4.6%
Luis Peragallo	253,214	1.7%
Jorge Peragallo	0	*
ACS Holdings, LLC	876,705 (6)	6.0%
All Directors and Officers as a group, 9 persons (1)(2)(3)(4)(5)		65.6%

- - - - -
* Less than 1%

(1) Includes 250,000 shares of Common Stock underlying the vested portion of the 1,250,000 options granted to Mr. Gales pursuant to his Employment Agreement. For a more complete description of the terms of such options, see note 1 to the table "Executive Compensation - Option Grants in Last Fiscal Year", below.

(2) Includes 240,000 shares of Common Stock underlying the vested portion of the 1,200,000 options granted to Mr. Giusto pursuant to his Employment Agreement. For a more complete description of the terms of such options, see note 2 to table "Executive Compensation - Option Grants in Last Fiscal Year", below.

(3) Includes 150,000 shares of Common Stock underlying the vested portion of the 1,200,000 options granted to Mr. Rettaliata pursuant to his Employment Agreement. For a more complete description of the terms of such options, see note 3 to table "Executive Compensation - Option Grants in Last Fiscal Year", below. Includes 831,577 shares of Common Stock issuable upon conversion of the \$332,631 principal amount convertible note issued to Mr. Rettaliata in connection with the Acquisition.

(4) Includes 150,000 shares of Common Stock underlying the vested portion of the 1,200,000 options granted to Mr. Peragallo pursuant to his Employment Agreement. For a more complete description of the terms of such options, see note 3 to table "Executive Compensation - Option Grants in Last Fiscal Year", below. Includes 831,577 shares of Common Stock issuable upon conversion of the \$332,631 principal amount convertible note issued to Mr. Peragallo in connection with the Acquisition. Does not include 253,214 shares of Common Stock issued to Luis Peragallo pursuant to the terms of the Acquisition. Luis Peragallo is the father of Dario Peragallo.

(5) Includes 45,455 shares of Common Stock issuable upon exercise of warrants held by Mr. Nagler. Does not include 150,000 shares of Common Stock held by Eaton & Van Winkle LLP, a law firm of which Mr. Nagler is a partner.

(6) We believe that ACS Holdings, LLC is an affiliate of Atlas Capital Services, LLC which had the right to receive 1,477,230 shares of Common Stock as of the Closing Date and instructed us to issue such shares to its designees, including the 876,705 shares to ACS Holdings, LLC. In addition, Atlas Capital Services, LLC is the holder of 226,334 shares of Common Stock, and is also the holder of warrants to purchase 409,091 shares of Common Stock at the exercise price of \$.055 per share.

DIRECTORS AND EXECUTIVE OFFICERS, PROMOTERS
AND CONTROL PERSONS

The following table sets forth information with respect to our directors and executive officers.

Name of Individual	Age	Position with the Company
Michael A. Gales	60	Executive Chairman of the Board
Louis A. Giusto	63	Vice Chairman, Chief Financial Officer and Treasurer
Peter D. Rettaliata	55	Director, Chief Executive Officer and President
Dario A. Peragallo	41	Director and Executive Vice President, Manufacturing
Stephen M. Nagler	67	Director and Secretary
Seymour G. Siegel	63	Director
Rounseville W. Schaum	72	Director
M.Gen. Ira A. Hunt, Jr. (USA, Ret.)	80	Director
James A. Brown	53	Director

The business experience of each of our directors and executive officers is set forth below. Each of our directors and executive officers, except Mr. James A. Brown, began their service with our Company as of November 30, 2005.

Mr. Gales has been our Executive Chairman of the Board since November 30, 2005. He is the Chairman of the Executive and Management Committees of the Board. He has thirty-two years experience in Corporate Finance, Mergers & Acquisitions and corporate management of both publicly and privately held middle market companies. Since 1992, Mr. Gales has been Chairman and President of Gales & Company, a Wall Street M&A Advisory and Principal firm. From March 2003 to present, Mr. Gales has concentrated his efforts on the formation of Gales Industries, the Acquisition, and the development of Gales Industries' business strategy, including the future expansion of the business of AIM. From September 2001 to March 2003, Mr. Gales concentrated on the operation of Gales & Company. From 1997 to 2001, Mr. Gales served as the Managing Director of Corporate Finance and Executive Vice President of Corporate Finance for Janssen-Meyers Associates, LP and Andrew, Alexander, Wise & Company, Inc., respectively. Prior to 1997, Mr. Gales served in senior management and executive roles principally focused in heavy industries, including tenure as Principal, Co-Founder and President of American United Corporation, an international maritime engineering and technical systems group, and as President and Chief Operating Officer of Aquaglobal, Inc., a manufacturer and marketer of desalination systems serving customers such as Exxon, Shell, Mobil, Gulf and the U.S. Navy. Mr. Gales was the founding Chairman and CEO of AquaSciences International, Inc., a publicly traded organization engaged in the design and manufacture of water purification systems, and the founding Chairman of Intersearch Group, Inc., a publicly traded international HR consulting firm. In addition Mr. Gales has served as a Director of ProtoSource Corporation, a publicly traded internet service provider. Mr. Gales attended Oklahoma University and has been a member of various professional associations including the Royal Institute of Marine Engineers (London), Society of Naval Architects & Marine Engineers, Society of Piping Engineers & Designers, The Investment Company Institute and the President's Association of the American Management Association.

Mr. Giusto, our Vice Chairman, Chief Financial Officer and Treasurer since November 30, 2005, has over 30 years of financial control experience with foreign and domestic banks, non-bank financial service entities and consumer product companies. He is a member of the Executive and Compensation Committees of the Board. Since 2003 in addition to his activities on behalf of Gales Industries, Mr. Giusto has been acting as an independent consultant to a number of private businesses. From 2000 to 2003, Mr. Giusto was an Account Manager for a public accounting firm and the SVP Finance and Operations of Credit2B.com a web-based internet company bringing to market advanced credit decisioning platforms and sophisticated small business lending, insurance, securitization and factoring products. Before joining C2B, Mr. Giusto served for fourteen years in various positions with Fleet Bank and, prior to its acquisition by Fleet Bank, NatWest PLC, London. During his tenure at NatWest, Mr. Giusto served as Senior Financial Officer and Treasurer of NatWest Commercial Services, Inc. (a billion dollar wholly owned subsidiary of NatWest PLC, London) and a Credit Administrator (Risk Manager) with Fleet Bank. Mr. Giusto serves as a director of Long Island Consultation Center, a not-for-profit psychiatric care facility in Long Island, New York. Mr. Giusto graduated from New York University with a BS in Economics and Accounting and from Long Island University (with Distinction) with an MBA in Finance.

Mr. Rettaliata has been our President and Chief Executive Officer, and also a member of our Board of Directors, since November 30, 2005. He has been the President of AIM and has served in such capacity since 1994. Prior to his involvement at AIM, Mr. Rettaliata was employed by Grumman Aerospace Corporation for twenty-two years. Professionally, Mr. Rettaliata is the Chairman of "ADAPT",

an organization of regional aerospace companies, a past member of the Board of Governors of the Aerospace Industries Association, and a member of the Executive Committee of the AIA Supplier Council. Recently, Mr. Rettaliata testified to the President's Commission on aerospace in Washington, D.C. He is a graduate of Niagara University where he received a B.A. in History and the Harvard Business School where he completed the PMD Program. Upon completion of the Acquisition, Mr. Rettaliata began serving as corporate Chief Executive Officer and President of AIM, reporting to the Executive Chairman of the Company. He is a member of the Executive and Management Committees of the Board.

Mr. Peragallo, who since November 30, 2005 has been a member of our Board of Directors, is also the Executive Vice President of Manufacturing for AIM. Mr. Peragallo has been associated with AIM for over 25 years. He was elevated in 2000 to Director of Manufacturing. In addition, he has helped develop and maintain AIM's current business systems. Mr. Peragallo has been the company "Lean Advocate" since the inception of the program at AIM to decrease its inventory and increase productivity. He has led AIM on its "Lean" course of evolution and has participated in seventeen "Lean" events. Mr. Peragallo became Executive Vice President with overall responsibility for engineering, manufacturing and customer-critical technical matters (including "Lean" and "Supply Chain" activities) in 2003. He has been an active member of Diversity Business since 2000, which is an organization specializing in the promotion of small and minority owned businesses. He is a graduate of SUNY Farmingdale where he received a B.A. in Manufacturing Engineering. Mr. Peragallo oversees all engineering and production matters relating to AIM. Luis Peragallo is the father of Jorge Peragallo and Dario Peragallo.

Mr. Nagler, who has been a member of our Board of Directors and our Secretary since November 30, 2005, is a member of Eaton & Van Winkle LLP, a law firm in New York City which he joined as a Partner in October 2004. Prior to joining Eaton & Van Winkle, Mr. Nagler was affiliated with Phillips Nizer LLP as Counsel since 1995. Mr. Nagler chairs TriState Ventures LLC, an angel investor group in the New York area. Mr. Nagler is a graduate of the City College of New York and NYU School of Law. The firm of Eaton & Van Winkle LLP served as counsel to Gales Industries and will be serving as counsel to the Company.

Mr. Siegel, a member of our Board since November 30, 2005, has been a principal in the Siegel Rich Division of Rothstein, Kass & Company, P.C. since April 2000. Rothstein, Kass is a national firm of accountants and consultants with approximately 650 members and offices in 7 cities. He specializes in providing strategic advice to business owners including mergers acquisitions strategies; succession planning; capital introductions and long range planning. In 1974, Mr. Siegel founded, and from 1974 to 1990 was managing partner of, Siegel Rich and Co, P.C., CPAs. In 1990, Siegel Rich merged into Weiser LLP, then known as M.R.Weiser & Co., LLC, a large regional firm where he had been a senior partner. In 1995, Mr. Siegel founded another firm called Siegal Rich, which became a division of Rothstein, Kass in April 2000. Mr. Siegel has been a director, trustee and officer of numerous businesses, philanthropic and civic organizations. He serves as a director and audit committee chairman of Hauppauge Digital Inc., as well as Emerging Vision Incorporated has served in a similar capacity at Oak Hall Capital Fund, Prime Motor Inns Limited Partnership, Noise Cancellation Technologies and Barpoint.com and serves as a member of the audit committee for Global Aircraft Solutions Incorporated. Mr. Siegel is the Chairman of the Audit Committee of the Board.

Mr. Schaum has been a member of our Board since November 30, 2005. Since 1993, Mr. Schaum has served as Chairman of Newport Capital Partners, a private investment banking and financial advisory firm specializing in providing assistance to emerging growth companies in private placements, corporate governance and negotiation of mergers and acquisitions. Mr. Schaum also serves as a director and Chairman of the Audit Committee of the Quigley Corporation (NASDAQ: "QGLY"); as Chairman of Mosaic Nutraceuticals, Inc. (OTC: "MCNJ.PK"); and as a director of Camelot Entertainment Group, Inc (OTC:BB "CMEG"); Intelligent Security Networks, Inc. (OTC: "ISNT.PK") and Turboworx, Inc., a private firm specializing in high speed computation technologies. Mr. Schaum was a founder, director and treasurer of Streaming Media Corporation, and has also served as Chairman and CEO of BusinessNet Holdings Corporation; as a crisis manager for Heller Financial Corporation; as Chairman of the California Small Business Development Corporation, a private venture capital syndicate; and was the founder and Managing Director of the Center of Management Sciences, a consulting firm serving the aerospace industry. He has been a consultant on

project management procedures to the Departments of the Army, Navy and Air Force, and numerous defense contractors, including General Dynamics, MacDonald-Douglas, Raytheon, Hughes Aircraft and the Logistics Management Institute. Mr. Schaum is a graduate of Phillips Andover Academy and holds a Bachelor of Science degree in Mechanical Engineering from Stanford University and an MBA degree from the Harvard Business School. He was also a member of the faculty and Defense Research Staff of the Massachusetts Institute of Technology, where he participated in the development of the computer programs for the Ballistic Missile Early Warning System. Mr. Schaum is the Chairman of the Compensation Committee of the Board.

General Hunt, a member of our Board since November 30, 2005, graduated from the United States Military Academy in 1945 and subsequently served thirty-three years in various command and staff positions in the U.S. Army, retiring from active military service as a Major General in 1978. His last military assignment was as Director of the Office of Battlefield Systems Integration. Subsequently, General Hunt was president of Pacific Architects and Engineers in Los Angeles and Vice President of Frank E. Basil, Inc. in Washington, D.C. Since 1990, General Hunt has been a director of SafeNet Inc. (Nasdaq: SFNT), an information security technology company. He is a Freeman Scholar of the American Society of Civil Engineers and has a M.S. in Civil Engineering from the Massachusetts Institute of Technology, a M.B.A. from the University of Detroit; a Doctor of the University Degree from the University of Grenoble, France and a Doctor of Business Administration Degree from the George Washington University. General Hunt is a member of the Compensation Committee of the Board.

Mr. Brown was Ashlin's Chief Executive Officer and Secretary from September 2004 to November 30, 2005 and was Ashlin's Chairman of the Board from May 2003 to November 30, 2005. Since November 30, 2005, Mr. Brown has served as a member of our Board of Directors. We filed for bankruptcy protection while Mr. Brown was our Chairman and CEO. Mr. Brown served as the Chief Operating Officer of Private Investor Reserves Corp., a financial services firm, from May 2000 through 2004. Mr. Brown co-founded A.S. Partners.com, Inc., an internet application service provider, and served as its Chief Executive Officer from December 1998 to April 2000. Mr. Brown is a member of the Audit Committee of the Board.

EXECUTIVE COMPENSATION

The following table shows for fiscal years ended December 31, 2005, 2004 and 2003, respectively, certain compensation which we (including AIM) awarded or paid to, or which was earned from us by, the following persons (collectively, the "Named Executive Officers").

- o Michael A. Gales, our Executive Chairman since November 30, 2005;
- o Peter D. Rettaliata, our Chief Executive Officer since November 30, 2005 and officer of AIM;
- o Dario A. Peragallo, our Executive Vice President since November 30, 2005 and officer of AIM;
- o Luis Peragallo, a former officer of AIM who is not employed by us;
- o Jorge Peragallo, a former officer of AIM who is not employed by us; and
- o James A. Brown, our Chief Executive Officer from September 26, 2004 to November 30, 2005.

Luis Peragallo is the brother of Jorge Peragallo and the father of Dario Peragallo. Other than the Named Executive Officers, none of our executive officers earned more than \$100,000 in salary and bonus for the 2005 fiscal year. Unless otherwise indicated, we did not grant stock options or restricted stock to them during the periods indicated.

Summary Compensation Table

Name and Principal Position	Fiscal Year	Annual Compensation			Long Term Compensation
		Salary(\$)	Bonus(\$)	Other Annual Compensation(\$)	Securities Under Options Granted Or Restricted Stock Award (#)
Michael A. Gales, Executive Chairman of the Company	2005	\$ 16,837	\$ --	\$ --	1,250,000 (1)
	2004	--	--	--	--
	2003	--	--	--	--
Peter D. Rettaliata, Chief Executive Officer of the Company	2005	241,510	--	--	1,200,000 (1)
	2004	217,724	--	--	--
	2003	219,182	--	--	--
Dario A. Peragallo, Executive Vice President of the Company	2005	242,344	--	--	1,200,000 (1)
	2004	197,211	--	--	--
	2003	151,666	--	--	--
Luis Peragallo, Former officer of AIM	2005	297,063	--	--	--
	2004	322,536	--	--	--
	2003	255,375	--	--	--
Jorge Peragallo, Former officer of AIM	2005	226,563	--	--	--
	2004	219,449	--	--	--
	2003	230,301	--	--	--
James A. Brown, Former Chief Executive Officer	2005	95,646	--	--	596,231 (3)
	2004	27,817 (2)	--	--	--
	2003	--	--	--	80,038 (3)

-
- (1) Consist of stock options to purchase shares of Common Stock, the vesting schedule and other terms of which are set forth in the footnotes to the table below under the caption "Option Grants In Last Fiscal Year (2005)".
 - (2) Prior to becoming our Chief Executive Officer, Mr. Brown received approximately \$59,000 in consulting fees in 2004 in consideration for his services to us.
 - (3) Consists of shares of restricted stock and not stock options. As of August 13, 2003, Mr. Brown received 80,038 restricted shares of Common Stock, valued at \$10,000. Of the 596,231 restricted shares of Common Stock granted to Mr. Brown in 2005, 100,000 shares were issued to him as of November 30, 2005 upon cancellation of the same number of shares of Gales Industries common stock (which, with a fair value of \$7,000, were issued to him as of November 14, 2005 in consideration for his agreement to serve on our Board of Directors after the Merger), 240,112 shares were issued to him in January 2005 (with a fair value of \$12,000) upon our emergence from bankruptcy protection, and 256,119 shares (with a fair value of \$32,000) were issued to him in March 2005.

Incentive Plans

Prior to January 28, 2005, the effective date of our Plan of Reorganization, we had outstanding stock options under our 1998 Stock Option Plan. As of January 28, 2005, all of our outstanding options were terminated pursuant to the Plan of Reorganization except options to purchase 40,018 shares of Common Stock held by Steven Pomerantz and options to purchase 4,002 shares of Common Stock held by Ted Alflen, both of whom served on our Board of Directors following our emergence from bankruptcy proceedings until the completion of the Merger. As of November 30, 2005, such stock options held by Mr. Pomerantz and Mr. Alflen were canceled.

Option Grants in Last Fiscal Year

In 2004, we did not grant to any of the Named Executive Officers options to purchase shares of Common Stock. As set forth in the following table, during 2005 we granted, under our Stock Incentive Plan, the following stock options to the Named Executive Officers:

Option Grants In Last Fiscal Year (2005)

	Year	Number of Securities Underlying Options Granted	% of Total Options Granted to Employees in Fiscal Year	Exercise Price	Expiration Date
	----	-----	-----	-----	-----
Michael A. Gales	2005	1,250,000 (1)	25.8%	\$.22	9/26/15
Louis A. Giusto	2005	1,200,000 (2)	24.7%	\$.22	9/26/15
Peter D. Rettaliata	2005	1,200,000 (3)	24.7%	\$.22	9/26/15
Dario A. Peragallo.....	2005	1,200,000 (3)	24.7%	\$.22	9/26/15

(1) One-fifth of such options vested as of November 30, 2005 and the balance will vest in equal increments of 250,000 shares each on the first through fourth anniversaries of September 15, 2005. The options which vested on November 30, 2005 are exercisable at \$0.22 per share and the exercise price of the options vesting on each of September 15, 2006, 2007, 2008 and 2009 will be the higher of (a) \$0.22 per share or (b) the average trading price of the Common Stock for the thirty trading days ending December 15, 2005, September 15, 2006, September 15, 2007 and September 15, 2008, respectively.

(2) One-fifth of such options vested as of November 30, 2005 and the balance will vest in equal increments of 240,000 shares each on the first through fourth anniversaries of September 15, 2005. The options which vested on November 30, 2005 are exercisable at \$0.22 per share and the exercise price of the options vesting on each of September 15, 2006, 2007, 2008 and 2009 will be the higher of (a) \$0.22 per share or (b) the average trading price of the Common Stock for the thirty trading days ending December 15, 2005, September 15, 2006, September 15, 2007 and September 15, 2008, respectively.

(3) One-eighth of such options vested as of November 30, 2005 and the balance will vest in equal increments of 150,000 shares each on the first through seventh anniversaries of September 15, 2005. The options which vested on November 30, 2005 are exercisable at \$0.22 per share and the exercise price of the options vesting on each of September 15, 2006, 2007, 2008, 2009, 2010, 2011 and 2012 will be the higher of (a) \$0.22 per share or (b) the average trading price of the Common Stock for the thirty trading days ending December 15, 2005, September 15, 2006, September 15, 2007, September 15, 2008, September 15, 2009, September 15, 2010 and September 15, 2011, respectively.

Aggregated Option Exercises in Last Fiscal Year
and Fiscal Year-End Option Values

Option Value at December 31, 2005

	Number of Securities Underlying Unexercised Options at December 31, 2005		Value of Unexercised In-The-Money Options at December 31, 2005	
	Exercisable	Unexercisable	Exercisable	Unexercisable (1)
Michael A. Gales	250,000	1,000,000	\$40,000	\$160,000
Louis A. Giusto	240,000	960,000	\$38,400	\$153,600
Peter D. Rettaliata	150,000	1,050,000	\$24,000	\$168,000
Dario A. Peragallo	150,000	1,050,000	\$24,000	\$168,000

(1) The values in this column are calculated based on an assumed exercise price of \$0.22 per share. However, the actual exercise price for the stock options which have not yet vested may be greater than \$0.22 per share, as described in the footnotes to the table, "Option Grants In The Last Fiscal Year", above.

The last sale price of the Common Stock was \$0.38 on December 30, 2005, the last trading day of 2005.

Employment Agreements

The employment agreement of Michael A. Gales became effective as of November 30, 2005 and will terminate five years thereafter, but will be extendable for successive three one-year renewal periods unless he decides not to extend the agreement. Pursuant to his employment agreement, Mr. Gales will

receive a base salary at an annual rate of \$250,000, which will increase a minimum of 10% per year if our operating profits have increased by at least 5% over the preceding 12-month period. Mr. Gales will be entitled to an annual bonus to be determined by our Board of Directors but which must equal at least 50% of Mr. Gales' annual base salary. If he is dismissed without cause, Mr. Gales would be entitled to receive salary and benefits for the period which is the greater of the remaining initial term (or renewal period, as the case may be) of his employment agreement or three years. In addition, we granted to Mr. Gales, upon the execution of his employment agreement, options to purchase 1,250,000 shares of Common Stock, exercisable over a ten-year period commencing on the date of grant. See the applicable footnote under the foregoing table captioned, "Option Grants In Last Fiscal Year (2005)". Mr. Gales' employment agreement also contains restrictive covenants prohibiting Mr. Gales (i) from directly or indirectly competing with the Company, (ii) from soliciting any customer of the Company or AIM for any competitive purposes and (iii) from employing or retaining any employee of the Company or AIM or soliciting any such employee to become affiliated with any entity other than the Company or AIM during the twelve-month period commencing upon the termination of his agreement (the "Employee Restrictive Covenants").

The employment agreement of Louis A. Giusto became effective as of November 30, 2005, and will terminate five years thereafter, but will be extendable for successive three one-year periods unless he decides not to extend the agreement. Pursuant to his employment agreement, Mr. Giusto will receive a base salary at an annual rate of \$230,000. The terms of Mr. Giusto's employment agreement relating to bonus, annual increases in base salary and severance upon termination are the same as those provided for in Mr. Gales' employment agreement, the terms of which are set forth above. In addition, the Company granted to Mr. Giusto, upon the execution of his employment agreement, options to purchase 1,200,000 shares of Common Stock, exercisable over a ten-year period commencing on the date of grant. The vesting schedule and exercise price relating to Mr. Giusto's options are the same as those relating to Mr. Gales' options set forth above. Mr. Giusto's employment agreement also contains the Employee Restrictive Covenants.

The employment agreement of Peter Rettaliata became effective as of November 30, 2005, and will terminate five years thereafter, but will be extendable for successive three one-year periods unless he or the Company decides not to extend the agreement. Pursuant to his employment agreement, Mr. Rettaliata will receive a base salary at an annual rate of \$230,000, which will increase a minimum of 5% per year if our operating profits have increased by at least 5% over the preceding 12-month period, and such bonus compensation as the Board of Directors may determine. The terms of Mr. Rettaliata's employment agreement relating to severance upon termination without cause are the same as those provided for in Mr. Gales' employment agreement, the terms of which are set forth above. In addition, the Company granted to Mr. Rettaliata, upon the execution of his employment agreement, options to purchase 1,200,000 shares of Common Stock, exercisable over a ten-year period commencing on the date of grant. Please see the applicable footnote under the foregoing table captioned, "Option Grants In Last Fiscal Year (2005)". Mr. Rettaliata's employment agreement also contains the Employee Restrictive Covenants.

The employment agreement of Dario Peragallo became effective as of November 30, 2005, and will terminate five years thereafter, but will be extendable for successive three one-year periods unless he or the Company decides not to extend the agreement. Pursuant to his employment agreement, Mr. Peragallo will receive a base salary at an annual rate of \$230,000, which will increase a minimum of 5% per year if our operating profits have increased by at least 5% over the preceding 12-month period, and such bonus compensation as the Board of Directors may determine. The terms of Mr. Peragallo's employment agreement relating to severance upon termination without cause are the same as those provided for in Mr. Gales' employment agreement, the terms of which are set forth above. In addition, the Company granted to Mr. Peragallo, upon the execution of his employment agreement, options to purchase 1,200,000 shares of Common Stock, exercisable over a ten-year period commencing on the date of grant. The vesting schedule and exercise price relating to Mr. Peragallo's options are the same as those relating to Mr. Rettaliata's options set forth above. Mr. Peragallo's employment agreement also contains the Employee Restrictive Covenants.

Pursuant to our Plan of Reorganization, Ashlin had entered into an employment agreement with James A. Brown, who at the time was Ashlin's chairman and chief executive officer. As a result of the Merger, such employment agreement was terminated as of November 30, 2005 and Mr. Brown waived all of his rights under such employment agreement.

The Company has agreed with the Placement Agent that the employment agreements of the above-mentioned individuals will not be changed or amended without the prior consent of the Placement Agent during the two year period following the completion of the Offering and no further stock options will be granted to such individuals during such time period without the prior consent of the Placement Agent.

Director Compensation

As a result of the Merger, we intend to adopt a new director compensation policy. Currently, we intend to provide compensation to each of our non-employee directors as follows: \$10,000 per year and \$1,250 per Board meeting. We anticipate adopting a more comprehensive compensation policy for our directors during the current fiscal year. In 2005, we granted to James A. Brown options to purchase 100,000 shares of Common Stock for his agreement to serve on our Board. We intend to reimburse each director for expenses related to attending Board meetings. We intend to pay an additional \$3,000 per year to each independent director serving as the chairman of the audit committee or the compensation committee of the Board.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Transactions of Ashlin Prior to the Merger:

In connection with our Plan of Reorganization, in January 2005, we entered into an employment agreement with James A. Brown, who was then our Chief Executive Officer, and disposed of substantially all of our assets to an entity controlled by another person who had been our former Chief Executive Officer.

Prior to becoming our Chief Executive Officer, James A. Brown received approximately \$59,000 in consulting fees in 2004 in consideration for his services to us. As of August 13, 2003, Mr. Brown received 80,003 shares of Common Stock, valued at \$10,000.

Transactions Relating to Gales Industries Prior to the Merger:

In August 2005, Mr. Stephen Nagler, one of our directors, loaned \$10,000 to Gales Industries. Co-investors of Mr. Nagler loaned an additional \$35,000 to Gales Industries in the same financing (the "\$45,000 Financing"). In connection with the \$45,000 Financing, Gales Industries issued to such investors 12% convertible bridge notes (the "\$45,000 Bridge Notes") in the aggregate principal amount of \$45,000. The \$45,000 Bridge Notes were repaid with a portion of the proceeds of the Offering. In connection with the \$45,000 Financing, Gales Industries issued to the investors warrants ("\$45,000 Bridge Warrants") to purchase 204,547 shares of its common stock at \$0.22 per share and, as a result of the Merger, such warrants became warrants to purchase an equal number of shares of our Common Stock. The \$45,000 Bridge Warrants allow for cashless exercise and have weighted-average anti-dilution protection with respect to the exercise price.

Stephen Nagler is a partner of the law firm of Eaton & Van Winkle LLP, which was counsel to Gales Industries until the Merger and has been our counsel since November 30, 2005. In October 2004, Eaton & Van Winkle LLP and Mr. Nagler subscribed for 150,000 shares and 100,000 shares, respectively, of Gales Industries' common stock for \$.00001 per share. Upon cancellation of such shares in connection with the Merger, we issued to Eaton & Van Winkle 150,000 shares of our Common Stock and issued to Mr. Nagler 100,000 shares of our Common Stock.

In October 2004, Gales Industries issued 4,401,219 shares of its common stock to Michael Gales, its founder and Executive Chairman, and 3,404,538 shares of its common stock to Louis Giusto, its Vice Chairman, pursuant to subscriptions for such shares by such individuals. As of the same date, three of our directors (Messrs. Schaum, Siegel and Hunt) subscribed for 100,000 shares each of Gales Industries common stock. The subscription price for the shares described in this paragraph was \$.00001 per share.

Transactions Relating to Air Industries Machining, Corp. Prior to the Merger:

Prior to its Acquisition by Gales Industries, AIM leased manufacturing and office space from KPK Realty Corp. which, since October, 1974, has been owned 49% by Luis Peragallo, an officer, a director and the largest shareholder of AIM prior to its Acquisition by Gales Industries. The annual rent for such lease was approximately \$300,000 plus annual real estate taxes on the leased property. Between 1989 and 1990, AIM advanced \$208,233 to KPK Realty Corp. In partial repayment of such advances from AIM, rent in the amount of \$22,992 in 2003, \$127,737 in 2004 and \$11,496 in 2005 was offset by KPK Realty Corp. from the amounts due under such lease. In addition, from 1990 to 2005, AIM was a guarantor of the mortgage (with a balance of approximately \$677,000 as of September 30, 2005) on such leased property. This guaranty was terminated in connection with the Real Estate Acquisition.

Prior to its Acquisition by Gales Industries, AIM leased manufacturing space at an annual rental of approximately \$82,800, plus annual real estate taxes on such property, from DPPR Realty Corp. which, since January, 2003 has been 100% owned by Peter Rettaliata and Dario Peragallo. Prior to the Acquisition, Messrs. Rettaliata and D. Peragallo owned an aggregate of 36.84% of AIM's outstanding capital stock. Messrs. Rettaliata and D. Peragallo were officers of AIM and are officers and directors of our Company. From February 2003 to November 30, 2005, AIM was also a guarantor of the mortgage (with a balance of approximately \$567,000 as of September 30, 2005) on such leased property. This guaranty was terminated in connection with the Real Estate Acquisition.

In December, 2002, Peter Rettaliata and Dario Peragallo purchased from AIM for \$257,058 an option to purchase DPPR Realty Corp. Subsequently, Mr. Rettaliata and D. Peragallo purchased DPPR Realty Corp. and each now owns 50% of DPPR Realty Corp.

In June, 1995, an individual who held 49% of the outstanding capital stock of AIM sold such interest to Jorge Peragallo and Peter Rettaliata for cash and a \$625,000 principal amount promissory note from each of Mr. J. Peragallo and Mr. Rettaliata (\$1,250,000 in the aggregate). AIM guaranteed the repayment of these promissory notes, which aggregated \$1,250,000 in principal amount. These promissory notes were repaid in full in June 2005.

Peter Rettaliata, who was an officer of AIM, advanced \$5,000 to AIM during 2003 and \$42,678 to AIM during 2004. Dario Peragallo, who was an officer of AIM, advanced \$5,000 to AIM during 2003 and \$39,334 to AIM during 2004. Luis Peragallo, who was an officer of AIM, advanced \$5,000 to AIM during 2003 and \$18,179 to AIM during 2004. Jorge Peragallo, who was an officer of AIM, advanced \$5,000 to AIM during 2003 and \$38,344 to AIM during 2004. As of September 30, 2005, AIM had received an aggregate of \$363,323 in loans from its officers and was obligated to repay such amount to its officers. Such amount was repaid in connection with our Acquisition of AIM. In October, 2005, AIM agreed to pay an aggregate of \$225,000 to its officers to enable them to pay income taxes accrued while operating AIM as a Subchapter S corporation. Such amount was paid in connection with our Acquisition of AIM.

Transactions Relating to the Merger, Acquisition and Other Closing Transactions:

On November 30, 2005, Gales Industries completed the acquisition (the "Acquisition") from Messrs. Luis Peragallo, Jorge Peragallo, Peter Rettaliata and Dario Peragallo (the "AIM Shareholders"), of all of the outstanding capital stock of AIM. Gales Industries had entered into a Stock Purchase Agreement with AIM and the AIM Shareholders ("Acquisition Agreement") as of July 25, 2005. The aggregate purchase price paid to the AIM Shareholders consisted of (i) \$3,114,296 in cash, (ii) \$1,627,262 principal amount of promissory notes, payable over five years, of which \$962,000 were in the form of a secured subordinated promissory note payable to Mr. Luis Peragallo and \$665,262 were in the form of unsecured convertible promissory notes (\$332,631 payable to Mr. Peter Rettaliata and \$332,631 payable to Mr. Dario Peragallo), convertible into shares of Common Stock at a price of \$0.40 per share, and (iii) 490,060 shares of newly issued Common Stock. The 490,060 shares of Common Stock issued to the AIM Shareholders were allocated as follows: 253,214 shares to Luis Peragallo, 118,423 shares to Peter Rettaliata and 118,423 shares to Dario Peragallo. The unsecured convertible promissory notes issued to Messrs. Rettaliata and D. Peragallo will automatically be converted into Common Stock if the shares into which such notes may be converted are registered under the Securities Act and such registration has become effective. In addition to paying the cash portion of the purchase price for the Acquisition, Gales Industries distributed approximately \$690,000 to the AIM Shareholders in satisfaction of certain loans from them and to enable them to pay income taxes accrued while operating AIM as a Subchapter S corporation.

Pursuant to the Acquisition Agreement, Gales Industries paid \$300,000 of legal and accounting expenses incurred by the AIM Shareholders in connection with the Acquisition.

Our employment agreements with Messrs. Gales, Giusto, Rettaliata and D. Peragallo became effective on November 30, 2005 and we issued stock options to them as of such date. See "Executive Compensation - Employment Agreements", above.

As of November 30, 2005, Gales Industries Acquisition Corp., Inc. completed the purchase from entities which are owned, in part, by affiliates of AIM (KPK Realty Corp. and DPPR Realty Corp.), for the aggregate purchase price \$4,190,000, of the properties, described above, which were being leased by AIM prior to November 30, 2005 from such entities. The purchase price paid to KPK Realty Corp. was \$2,690,000 and the purchase price paid to DPPR Realty Corp. was \$1,500,000. Gales Industries Acquisition Corp., Inc. contemporaneously merged into AIM, with AIM being the surviving entity, so that AIM became the owner of such properties.

PLAN OF DISTRIBUTION

All fees, costs, expenses and fees in connection with the registration of the Common Stock offered by this prospectus will be borne by us. Brokerage commissions, if any, attributable to the sale of the Common Stock will be borne by the selling security holders.

The selling security holders may sell the Common Stock directly or through brokers, dealers or underwriters who may act solely as agents or may acquire Common Stock as principals. The selling stockholders may distribute the Common Stock in one or more of the following methods:

- o ordinary brokers transactions, which may include long or short sales;
- o transactions involving cross or block trades or otherwise on the open market;
- o purchases by brokers, dealers or underwriters as principal and resale by these purchasers for their own accounts under this prospectus;
- o "at the market" to or through market makers or into an existing market for the Common Stock;
- o in other ways not involving market makers or established trading markets, including direct sales to purchasers or sales made through agents;
- o through transactions in options, swaps or other derivatives (whether exchange listed or otherwise); or
- o any combination of the above, or by any other legally available means.

Selling security holders will not be restricted as to the price or prices at which the selling security holders may sell their Common Stock. Sales of Common Stock by the selling security holders may depress the market price of our Common Stock since the number of shares which may be sold by the selling security holders is very large compared to the historical average weekly trading volume of our Common Stock, which has been quite low. Accordingly, if the selling security holders were to sell, or attempt to sell, all of such securities at once or during a short time period, we believe such a transaction would dramatically adversely affect the market price of our Common Stock.

From time to time a selling security holder may pledge its Common Stock under margin provisions of customer agreements with its brokers or under loans with third parties. Upon a default by the selling security holder, the broker or such third party may offer and sell any pledged securities from time to time.

In effecting sales, brokers and dealers engaged by a selling security holder may arrange for other brokers or dealers to participate in the sales as agents or principals. Brokers or dealers may receive commissions or discounts from the selling security holder or, if the broker-dealer acts as agent for the purchaser of such Common Stock, from the purchaser in amounts to be negotiated, which compensation as to a particular broker dealer might be in excess of customary commissions customary in the types of transactions involved. Broker-dealers may agree with the selling security holders to sell a specified number of shares of Common Stock at a stipulated price, and to the extent the broker-dealer is unable to do so acting as agent for the selling security holders, to purchase as principal any unsold securities at the price required to fulfill the broker-dealer commitment to the selling security holder. Broker-dealers who acquire securities as principal may then resell those securities from time to time in transactions: in the over-the counter market or otherwise; at prices and on terms prevailing at the time of sale; at prices related to the then-current market price; or in negotiated transactions.

These resales may involve block transactions or sales to and through other broker-dealers, including any of the transactions described above. In connection with these sales, these broker-dealers may pay to or receive from the purchasers of the Common Stock commissions as described above. The selling security holders may also sell the Common Stock in open market transactions under Rule 144 under the Securities Act, rather than under this prospectus.

The selling security holders and any broker-dealers or agents that participate with the selling security holders in sales of the Common Stock may be deemed to be "underwriters" within the meaning of the Securities Act in connection with these sales. In this event, any commissions received by these broker-dealers or agents and any profit on the resale of the Common Stock purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act.

The selling security holders may agree to indemnify any agent, dealer or broker-dealer that participates in transactions involving sales of the Common Stock against certain liabilities, including liabilities arising under the Securities Act.

GunnAllen Financial, Inc., is a registered broker dealer and NASD member firm. GunnAllen Financial served as placement agent in our the Offering and received, in addition to cash commissions, five-year warrants to purchase an aggregate of 4,090,950 shares of our Common Stock with an exercise price of \$.22 per share. It also served as placement agent in a September 2005 bridge note financing in which Gales Industries raised \$105,000 and, in connection therewith, GunnAllen Financial received, in addition to a cash commission, a five year warrant to purchase 47,728 shares of Common Stock with an exercise price of \$.22 per share. The registration statement of which this Prospectus forms a part includes the shares underlying the warrants held by GunnAllen Financial. In addition, GunnAllen Financial has been retained by us as a financial consultant and receives cash compensation at the rate of \$7,500 per month. The advisory agreement is for a minimum period of six months (until August 2006), after which we can terminate the agreement upon thirty days' notice.

The 4,090,950 shares of Common Stock issuable upon conversion of placement agent warrants received by GunnAllen Financial in connection with the Offering are restricted from sale, transfer, assignment, pledge or hypothecation and may not be the subject of any hedging, short sale, derivative, put, or call transaction that would result in the effective economic disposition of the securities by any person for a period of 180 days immediately following the effective date of this registration statement except transfers of the warrants to officers or partners or registered representatives of GunnAllen Financial.

GunnAllen Financial has indicated to us its willingness to act as selling agent on behalf of the selling shareholders named in this Prospectus under "Selling Security Holders" who purchased our privately placed securities. All shares sold, if any, on behalf of selling shareholders by GunnAllen Financial would be in transactions executed by GunnAllen Financial on an agency basis and commissions charged to its customers in connection with each transaction shall not exceed a maximum of 5% of the gross proceeds. GunnAllen Financial does not have an underwriting agreement with us and/or the selling shareholders and no selling shareholders are required to execute transactions through GunnAllen Financial. Further, other than their existing brokerage relationship as customers with GunnAllen Financial, no selling shareholder has any pre-arranged agreement with GunnAllen Financial to sell their securities through GunnAllen Financial.

NASD Notice to Members 88-101 states that in the event a selling shareholder intends to sell any of the shares registered for resale in this Prospectus through a member of the NASD participating in a distribution of our securities, such member is responsible for insuring that a timely filing is first made with the Corporate Finance Department of the NASD and disclosing to the NASD the following:

- o it intends to take possession of the registered securities or to facilitate the transfer of such certificates;
- o the complete details of how the selling shareholders shares are and will be held, including location of the particular accounts;
- o whether the member firm or any direct or indirect affiliates thereof have entered into, will facilitate or otherwise participate in any type of payment transaction with the selling shareholders, including details regarding any such transactions; and
- o in the event any of the securities offered by the selling shareholders are sold, transferred, assigned or hypothecated by any selling shareholder in a transaction that directly or indirectly involves a member firm of the NASD or any affiliates thereof, that prior to or at the time of said transaction the member firm will timely file all relevant documents with respect to such transaction(s) with the Corporate Finance Department of the NASD for review.

We have advised the selling shareholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling shareholders and their affiliates. In addition, we will make copies of this Prospectus available to the selling shareholders for the purpose of satisfying the Prospectus delivery requirements of the Securities Act. The selling security holders may agree to indemnify any agent, dealer or broker-dealer that participates in transactions involving sales of the Common Stock against certain liabilities, including liabilities arising under the Securities Act.

The selling security holders are subject to applicable provisions of the Securities Exchange Act of 1934 and the SEC's rules and regulations, including Regulation M, which provisions may limit the timing of purchases and sales of the securities by the selling security holders.

In order to comply with certain states' securities laws, if applicable, the Common Stock may be sold in those jurisdictions only through registered or licensed brokers or dealers. In certain states the securities may not be sold unless they have been registered or qualified for sale in such state, or unless an exemption from registration or qualification is available and is obtained.

We have agreed to indemnify each selling stockholder whose shares we are registering from all liability and losses resulting from any misrepresentations we make in connection with the registration statement.

DESCRIPTION OF SECURITIES

As of August 24, 2005, our shareholders approved an amendment to our Articles of Incorporation which increased the number of our authorized shares of Common Stock, \$.001 par value per share, from 30,000,000 to 150,000,000 shares, and authorized 10,000,000 shares of "blank check" preferred stock, \$.001 par value per share. In connection with the Reverse Split on November 21, 2005, our total authorized Common Stock was reduced to 120,055,746 shares and our total authorized preferred stock was reduced to 8,003,716 shares.

Common Stock

We have a total of 120,055,746 authorized shares of Common Stock, \$.001 par value, of which approximately 14,723,361 shares were outstanding as of January 31, 2006.

The holders of Common Stock are entitled to receive dividends when and as declared by the Board out of funds legally available therefore. Upon dissolution of the Company, the holders of Common Stock are entitled to share, pro rata, in the Company's net assets after payment of or provision for all debts and liabilities of the Company, and after provision for any class of Preferred Stock or other senior security which may be issued by the Company. Each share of Common Stock is entitled to participate on a pro rata basis with each other share of such stock in dividends and other distributions declared on shares of Common Stock.

The holders of Common Stock are entitled to one vote per share on all matters submitted to a vote of the stockholders and may not cumulate their votes for the election of directors. The holders of Common Stock do not have preemptive rights to subscribe for additional shares of any class that may be issued by the Company, and no share of Common Stock is entitled in any manner to any preference over any other share of such stock.

Preferred Stock

We also have authorized a total of 8,003,716 shares of "blank check" preferred stock, \$.001 par value, of which 1,000 shares have been designated Series A Convertible Preferred Stock ("Preferred Stock"). 900 shares of Preferred Stock were issued in connection with the Merger and are outstanding as of January 31, 2006.

In accordance with the Company's Articles of Incorporation, the Board of Directors may, by resolution, issue additional preferred stock in one or more series at such time or times and for such consideration as the Board of Directors may determine. The Board of Directors is expressly authorized to provide for such designations, preferences, voting power (or no voting power), relative, participating, optional or other special rights and privileges as it determines.

The Company has the power to issue additional preferred stock, or different classes or series of preferred stock ranking senior to or on parity with the Preferred Stock as to dividend rights or rights upon liquidation, winding up, or dissolution, only with the approval or consent of at least a majority of the then-outstanding shares of Preferred Stock.

The Company may issue additional preferred stock to effect a business combination, to raise capital or for other reasons. In addition, additional preferred stock could be utilized as a method of discouraging, delaying or preventing a change in control of the Company.

The Series A Convertible Preferred Stock

The holders of Preferred Stock are entitled to receive payment-in-kind dividends (payable in shares of Preferred Stock), prior to and in preference to any declaration or payment of any dividend on the Common Stock, at the rate of 8% per annum. Dividends are cumulative and accrue if not paid. No dividends will accrue on shares of Preferred Stock which are issued as a dividend. If the registration statement of which this prospectus is a part is not declared effective by June 15, 2006, the dividend on the Preferred Stock will be paid in cash from the date of such default until the default is cured. Such dividends will be paid until the Preferred Stock is converted into shares of Common Stock. Fractional shares of Preferred Stock may be issued as a dividend on the Preferred Stock. Each share of Preferred Stock will have a stated value of \$10,000 and such stated value will be the basis for calculating dividends on the Preferred Stock. For example, one share of Preferred Stock will accrue a dividend of .08 share of Preferred Stock per year or .02 share of Preferred Stock per quarter and, if dividends are due in cash, will accrue a dividend of \$800 per year.

Subject to adjustment, each share of Preferred Stock is convertible at the option of the holder at any time into 45,455 shares of Common Stock, at the conversion price of \$0.22 per share. The Preferred Stock will be automatically converted into Common Stock, at the then applicable conversion rate, at such time as the shares of Common Stock underlying the Preferred Stock have been registered for resale under the Securities Act and the registration statement with respect to such shares has been declared effective. Any fractional share of Common Stock issuable upon conversion of any holder's Preferred Stock will be rounded up to a whole share of Common Stock.

Without the approval of the holders of at least a majority of the outstanding Preferred Stock voting together as a single class on an as-if-converted to Common Stock basis, the Company will not take any action to (i) alter, change or amend preferences, privileges or rights of the Preferred Stock, (ii) redeem shares of Preferred Stock or Common Stock, (iii) pay or declare any dividends (other than dividends on the Preferred Stock) or make any other distributions on the Company's capital stock, or (iv) authorize, create and/or issue capital stock with rights or privileges that are or superior to the Preferred Stock.

The Preferred Stock has anti-dilution protection on a weighted-average basis in the event of future issuances of Common Stock (or securities convertible into Common Stock) at a price (or conversion price) below the price at which the Preferred Stock may be converted into Common Stock, which is \$0.22 per share. No such anti-dilution adjustment will be made in the case of the issuance of (i) any shares or other securities in connection with any employee, management or director stock option or incentive plans; (ii) any shares or other securities in connection with any acquisition or merger transactions entered into by the Company or its subsidiaries; (iii) any shares or other securities to the Placement Agent; (iv) any shares of Common Stock issuable upon conversion of the Preferred Stock; and (v) any shares or other securities outstanding as of November 30, 2005 or to be outstanding upon conversion or exercise of such securities.

The holders of the Preferred Stock do not have any voting rights on matters with respect to which the holders of the Common Stock may vote until six months after the earlier of the termination or the final closing of the Offering, except that the holders of Preferred Stock may vote as a class with respect to the protective provisions relating to the Preferred Stock, set forth in the second preceding paragraph. After such six-month period, the holders of the Preferred Stock will have voting rights as though their shares of Preferred Stock were converted into Common Stock. In addition, the holders of Preferred Stock will vote on an as-if-converted basis if the Company defaults in its obligation to timely file a registration statement with respect to the Common Stock into which the Preferred Stock is convertible and such default is continuing.

The registration statement of which this prospectus is a part registers all shares of Common Stock issuable upon conversion of the outstanding Preferred Stock and all shares of Preferred Stock which may be issued as dividends during a six-month period following their date of issuance. The holder of the Preferred Stock may transfer to a transferee of Preferred Stock the registration rights with respect to the Preferred Stock. The registration rights of any holder of Preferred Stock will terminate at the earlier of (i) two years from the earlier of the termination or the final closing of the Offering, or (ii) the date as of which all shares of Common Stock underlying such holder's Preferred Stock can be sold in any three-month period without volume restriction in compliance with Rule 144 under the Securities Act. If a registration statement is not declared effective by June 15, 2006, the dividend on the Preferred Stock is required to be paid in cash from the date of such default until the default is cured.

In the event of any liquidation or winding up of the Company, the holders of Preferred Stock will be entitled to receive, in preference to the holders of Common Stock, an amount equal to two times the stated value of the Preferred Stock, plus any dividends thereon ("Liquidation Payment"). Thereafter, the remaining assets of the Company will be distributed ratably to the holders of Common Stock. If the assets of the Company are insufficient to permit the full payment of the Liquidation Payment, then the assets will be distributed pro rata among the holders of the Preferred Stock.

SELLING SECURITY HOLDERS

Based on information provided by the selling security holders, the table below sets forth certain information, as of January 31, 2006 unless otherwise noted, regarding the selling security holders.

Percentage ownership of common stock is based on 14,723,361 shares of our Common Stock outstanding as of January 31, 2006. In addition, the table below assumes, for calculating each selling security holder's beneficial ownership, that options, warrants and convertible securities held by such security holder (but not, unless otherwise noted, those held by any other person) that are

exercisable within 60 days as of January 31, 2006, have been exercised and converted and the shares underlying them added to the number of shares of our Common Stock deemed to be outstanding. For purposes of calculating the post-offering ownership of each selling security holder, the table also assumes the sale of all of the securities being offered by such selling security holder.

The second column in the table below lists the number of shares of Common Stock beneficially owned by each selling stockholder, based on his/her ownership of the shares of our Common Stock.

The third column lists the shares of Common Stock being offered by this prospectus by the selling stockholders.

The fourth column assumes the sale of all of the shares offered by the selling stockholders pursuant to this prospectus.

Each of the nine members of our Board of Directors has agreed to a lock-up of their restricted shares (including shares underlying any options, warrants or convertible securities) of Common Stock until November 30, 2006.

The selling stockholders may sell all, some or none of their shares in this offering. See "Plan of Distribution."

Name of selling security holders	Number of shares of common stock beneficially owned prior to the offering	Number of shares being offered	Common stock beneficially owned after the offering	
			Number of shares	Percentage of outstanding shares
Company Officers and Directors and Certain Designees:				
Michael Gales (1)	4,326,219	4,076,219	250,000	*
Louis Giusto (2)	3,644,538	3,404,538	240,000	*
Peter Rettaliata (3)	1,100,000	950,000	150,000	*
Dario Peragallo (3)	1,100,000	950,000	150,000	*
Luis Peragallo (4)	253,214	253,214	0	0
Seymour Siegel (5)	100,000	100,000	0	0
Rounseville Schaum (5)	100,000	100,000	0	0
Ira A. Hunt, Jr. (5)	100,000	100,000	0	0
Stephen Nagler (6)	145,455	145,455	0	0
ECH Consulting, Inc. (7)	325,000	325,000	0	0
Croft Investments Limited Partnership (8)	250,000	250,000	0	0
Atlas Capital Services, LLC and Designees: (9)				

ACS Holdings, LLC	876,705	876,705	0	0
Edward Wahrsager	50,000	50,000	0	0
Robert A. Schechter	185,546	185,546	0	0
Shimon S. Fishman	46,387	46,387	0	0
Steven Pollan	318,592	318,592	0	0
Atlas Capital Services, LLC	635,425	635,425	0	0
\$45,000 Bridge Financing Warrants: (10)				
Rhoda Lewis	45,455	45,455	0	0
MTP Operating Corp.	45,455	45,455	0	0
Marilyn Thypin	68,182	68,182	0	0
\$105,000 Bridge Financing Warrants: (11)				
Stephen Caragol	340,909	340,909	0	0
Frank and Cynthia Gasztonyi	136,364	136,364	0	0
Placement Agent:				
GunnAllen Financial Services, Inc.(12)	4,138,678	4,138,678	0	0
Previous Ashlin Shareholders:				
James Brown (13)	676,268	676,268	0	0
Robert Africk (14)	80,038	80,038	0	0
Global Business Resources, Inc. (15)	80,038	80,038	0	0
Shares Representing Dividends for Preferred Stockholders: (16)	1,636,380	1,636,380	0	0
Preferred Stockholders from First Closing of Offering: (17)				
IRA FBO James L. Robbins				
Pershing LLC As Custodian	227,275	227,275	0	0
IRA FBO James J. O'Neill				
Pershing LLC As Custodian	113,638	113,638	0	0
IRA FBO Theodore Haberer				
Pershing LLC As Custodian				
Roth Account	113,638	113,638	0	0
IRA FBO John Carlson				
Pershing LLC As Custodian	113,638	113,638	0	0
IRA FBO Larry W. Williams				
Pershing LLC As Custodian	113,638	113,638	0	0

IRA FBO Joseph P. Chrisman Pershing LLC As Custodian Rollover Account	227,275	227,275	0	0
IRA FBO Thomas A. Ross Pershing LLC As Custodian IRA FBO Don Walker	113,638	113,638	0	0
Pershing LLC As Custodian Rollover Account	113,638	113,638	0	0
IRA FBO Andrew McClure Pershing LLC As Custodian Rollover Account	113,638	113,638	0	0
IRA FBO Allen Ruth Pershing LLC As Custodian Rollover Account	113,638	113,638	0	0
IRA FBO Arthur Kenyon Pershing LLC As Custodian IRA FBO George A. Lee	113,638	113,638	0	0
Pershing LLC As Custodian Rollover Account	454,550	454,550	0	0
Michelle Levite DDS PSP - Pershing LLC As Custodian IRA FBO Sandra Rake	227,275	227,275	0	0
Pershing LLC As Custodian Rollover Account IRA FBO Walter G. Clemons	113,638	113,638	0	0
Pershing LLC As Custodian IRA FBO Stanley Watkins	113,638	113,638	0	0
Pershing LLC As Custodian IRA FBO Mike Cushner	113,638	113,638	0	0
Pershing LLC As Custodian James Wickenden	909,100	909,100	0	0
Leon Coopriker Jonathan Kratter &	113,638	113,638	0	0
Lisa Kratter JT TEN Mickey D. Tucker & Shelley A. Tucker JT WROS c/o Refinery Specialties	1,363,650	1,363,650	0	0
Dave Dhondt Timothy Wallace & Lisa B. Wallace JT TEN	113,638	113,638	0	0
TWM Capital, LP Gordon Van Vliet Mark Heiman	227,275	227,275	0	0
David C. Megan Charles R. Costa & Carol Costa JT TEN	159,093	159,093	0	0
Alan Harney & Margie A. Harney JT TEN Paul Whitcomb	1,136,375	1,136,375	0	0
Stuart A. Becker Stuart Heller	454,550	454,550	0	0

James A. Mastrocola	340,913	340,913	0	0
Randy McFarland				
Defined Benefit Plan	454,550	454,550	0	0
Lon Rake	227,275	227,275	0	0
Louis Suglia	454,550	454,550	0	0
Robert Olivadoti & Lana Olivadoti JT TEN	340,913	340,913	0	0
Kaushik B. Patel	113,638	113,638	0	0
John Signorelli & Kathleen Signorelli JT TEN	113,638	113,638	0	0
BNT Erosion Control				
Attn: Toby Salgado	568,188	568,188	0	0
Mathew Zacharia	113,638	113,638	0	0
Barry A. Clark	113,638	113,638	0	0
Paul Gittelson	113,638	113,638	0	0
Chuck Ennis	227,275	227,275	0	0
Daniel Farrell & Roni Farrell JT TEN	113,638	113,638	0	0
Andrew McClure	113,638	113,638	0	0
William Lynch Defined Benefit Pl				
William H. Lynch TTEE	227,275	227,275	0	0
Steven S. Cole & Anat Cole JT TEN	113,638	113,638	0	0
James F. Selander	113,638	113,638	0	0
Stephan Gais	909,100	909,100	0	0
Robert Wolf L Wolf Company	113,638	113,638	0	0
Carl & Phillis Elkins Trust UAD 8/17/98				
Carl A. Elkins TTEE	454,550	454,550	0	0
Anthony Rakos & Dorothy L. Rakos JT WROS	113,638	113,638	0	0
Off Shore Drywall, Inc. c/o Glen R. Goodsell	227,275	227,275	0	0
J & B Rentals Inc.	227,275	227,275	0	0
Gerald W. Moreland Moreland Crosby Industries	113,638	113,638	0	0
Attn: Gerald Moreland Jochen Burrichter c/o Hengeler Mueller	454,550	454,550	0	0
Jack Friedman	454,550	454,550	0	0
Daniel A. Diaz	454,550	454,550	0	0
Dr. Herbert Goldberg & Rosalie Goldberg JT TEN	172,729	172,729	0	0
Joe Pillari & Loretta Pillari JT TEN	227,275	227,275	0	0
Theodore Brayer & Marilouise Brayer JT TEN	114,911	114,911	0	0
Joseph Zappulla & Lawrence F. Frasca TEN COM	113,638	113,638	0	0

James Herold	113,638	113,638	0	0
Jerred D. Ruble	454,550	454,550	0	0
Patrick Boyce & Sonja Boyce JT TEN	227,275	227,275	0	0
Eric Billingsley	227,275	227,275	0	0
George E. Foote	454,550	454,550	0	0
John Bridwell	454,550	454,550	0	0
Betty Bridwell	454,550	454,550	0	0
James Jones & Diana Jones JT TEN	227,275	227,275	0	0
Greg Small c/o Deloitte & Touche	227,275	227,275	0	0
Dave Tennant	454,550	454,550	0	0
Patrick Sherman	227,275	227,275	0	0
Kalman Pila	227,275	227,275	0	0
Tim P. Baldwin, Jr. The Larsen 2000 Revocable Trust UAD 7/26/00	227,275	227,275	0	0
David L. Larsen & Kristen B. Larsen TTEES	227,275	227,275	0	0
Paul P. Pompa, Jr.	454,550	454,550	0	0
Jerome A. Shinkay	113,638	113,638	0	0
Ty P. Johnston	227,275	227,275	0	0
David Kincheloe	454,550	454,550	0	0
Caroline Rispoli & Joseph Rispoli JT TEN	227,275	227,275	0	0
Pedro Hernandez	159,093	159,093	0	0
Mansukh Pipaliya	113,638	113,638	0	0
Steve W. Thompson	340,913	340,913	0	0
Theodore Green	113,638	113,638	0	0
John Klopp	227,275	227,275	0	0
Ronnie Kirkland	113,638	113,638	0	0
Jerry H. Chitwood	172,729	172,729	0	0
Jason Salgado & Jamie Salgado JT TEN	113,638	113,638	0	0
Joseph G. Albano & Louise A. Albano JT TEN	113,638	113,638	0	0
Scott Evanter	227,275	227,275	0	0
Thomas Prendergast	454,550	454,550	0	0
Jeffrey A. Grossman & Elizabeth Grace JT TEN	113,638	113,638	0	0
Ken W. Chism	454,550	454,550	0	0
Christopher P. Schlieker	113,638	113,638	0	0
Charles S. Madden	113,638	113,638	0	0
Dave Ertler	227,275	227,275	0	0
David Cheung Kwok Shwg Import Export PCR Inc.	454,550	454,550	0	0
Jay A. Hintze	113,638	113,638	0	0
Charles A. Rizzuto Sr.	227,275	227,275	0	0
John William Long Rev Trust	113,638	113,638	0	0

John William Long TTEE				
DTD 7/2/92	113,638	113,638	0	0
Paul Goudie	113,638	113,638	0	0
Joseph J. Perrini & Tessie Perrini JT TEN	213,639	213,639	0	0
Doug Ross & Lidia Ross JT TEN	681,825	681,825	0	0
Robert A. Loe	227,275	227,275	0	0
George D. Johnston				
c/o Balfrey & Johnston Inc.	113,638	113,638	0	0
Pat McQuillan	113,638	113,638	0	0
James H. Landers & Agnes L. Miller JT TEN	227,275	227,275	0	0
William H. Reynolds	113,638	113,638	0	0
Preston Morris	136,365	136,365	0	0
Joseph A. Santoro	318,185	318,185	0	0
George M. Martin	113,638	113,638	0	0
James E. Clark	227,275	227,275	0	0
Ira Augustus Hunt, Jr. & Maria P. Hunt (5)	454,550	454,550	0	0
Preferred Stockholders from Second Closing of Offering: (18)				
Douglas Coleman	113,638	113,638	0	0
John Duncan	454,550	454,550	0	0
J. J. Pierce	227,275	227,275	0	0
E. Scott Nolan	113,638	113,638	0	0
James E. Clark	227,275	227,275	0	0
D. Dale Bryant	113,638	113,638	0	0
Phillip E. Thompson	113,638	113,638	0	0
Abraham M. Fishoff	909,100	909,100	0	0
C & G Family Christopher J. Heller & Geneva C. Heller TTEES UAD 12/26/1991	227,275	227,275	0	0
James Herold	113,638	113,638	0	0
James A. Dailey, Jr. & Lisa A. Dailey JT TEN	113,638	113,638	0	0
Piotr D. Moncarz	113,638	113,638	0	0
Doug Ross & Lidia Ross JT TEN	113,638	113,638	0	0
Joseph A. Santoro				
PSP - Pershing LLC As Custodian	136,365	136,365	0	0
C. Eric Mayer	113,638	113,638	0	0
Jeffrey A. Grossman & Elizabeth Grace JT TEN	113,638	113,638	0	0
Joseph G. Albano & Louise A. Albano JT TEN	45,455	45,455	0	0
Joseph Zappulla & Lawrence F. Frasca TEN COM	45,455	45,455	0	0
Ira A. Hunt, Jr. & Maria P. Hunt (5)	227,275	227,275	0	0
Jason Salgado & Jamie Salgado JT TEN	227,275	227,275	0	0
Bernard Klein	227,275	227,275	0	0
Michael E. Rose	90,910	90,910	0	0

Mary O'Neil Revocable Trust				
Mary R. & James J. O'Neil TTEE				
UA DTD 3/25/00	86,365	86,365	0	0
Joseph J. Perrini & Tessie Perrini JT TEN	250,003	250,003	0	0
Randy McFarland				
Defined Benefit Plan	454,550	454,550	0	0
Marty Johnson	113,638	113,638	0	0
Ronald M. Diaz & Sonja Diaz JT TEN	136,365	136,365	0	0
James A. Mastrocola	113,638	113,638	0	0
Jonathan Kratter & Lisa Kratter JT TEN	227,275	227,275	0	0
Jonathan Webb	113,638	113,638	0	0
Herman Moskowitz	113,638	113,638	0	0
Chuck Ennis	48,728	48,728	0	0
David Davis	113,547	113,547	0	0
Brooklyn Property Management, Ltd.	227,275	227,275	0	0
Huffman Development Corp				
Attn: Mr. Rod Huffman	113,638	113,638	0	0
Shirlee Gordon	56,819	56,819	0	0
Melvin S. Jacobson & Cynthia Jacobson JT WROS	454,550	454,550	0	0
Adam Harris	113,638	113,638	0	0
Pat McQuillan	113,638	113,638	0	0
George E. Foote	227,275	227,275	0	0
Dave Tennant	454,550	454,550	0	0
Dr. Herbert Goldberg & Rosalie Goldberg JT TEN	54,546	54,546	0	0
Larry Edgar	113,638	113,638	0	0
Larry Gelbfish	454,550	454,550	0	0
Allan S. Kalt Revocable Trust				
UAD 2/11/98 Alan S. Kalt TTEE	113,638	113,638	0	0
William B. Perillo & Martha Perillo	681,825	681,825	0	0
Lina R. Merlino	227,275	227,275	0	0
Luis Peragallo & Lucia Peragallo (4)	670,553	670,553	0	0
Totals:	61,714,388	60,924,388		

- - - - -

* Less than 1%

- (1) Beneficially owned shares consist of 4,076,219 shares of Common Stock and vested options exercisable for 250,000 shares of Common Stock at \$0.22 per share. Mr. Gales acquired the 4,076,219 shares of our Common Stock as of November 30, 2005 in exchange for the cancellation of the same number of shares of Gales Industries common stock. Mr. Gales was the Executive Chairman of Gales Industries and, as of November 30, 2005, became our Executive Chairman.
- (2) Beneficially owned shares consist of 3,404,538 shares of Common Stock and vested options exercisable for 240,000 shares of Common Stock at \$0.22 per share. Mr. Giusto acquired the 3,404,538 shares of our Common Stock as of November 30, 2005 in exchange for the cancellation of the same number of shares of Gales Industries common stock. Mr. Giusto was the Chief Financial Officer of Gales Industries and, as of November 30, 2005, became our Chief Financial Officer, Treasurer and Vice Chairman.

- (3) Beneficially owned shares for each of Mr. Rettaliata and Mr. Peragallo consist of 118,423 shares of Common Stock, vested options exercisable into 150,000 shares of Common Stock at \$0.22 per share and a convertible note in the principal amount of \$332,631, convertible into 831,577 shares of Common Stock, all of which were acquired as of November 30, 2005 in connection with the Acquisition and the Merger. Mr. Rettaliata has been President of AIM and, as of November 30, 2005, became a director of the Company as well as its President and Chief Executive Officer. As of November 30, 2005, Dario Peragallo became one of our directors as well as our Executive Vice President.
- (4) Mr. Luis Peragallo was an officer and major shareholder of AIM prior to November 30, 2005 and is the brother of Jorge Peragallo and father of Dario Peragallo. He acquired such 253,214 shares of Common Stock in connection with the Acquisition on such date. In addition, jointly with his spouse on December 15, 2005, Luis Peragallo acquired shares of our Preferred Stock which can be converted at any time into 670,553 shares of Common Stock.
- (5) Messrs. Siegel, Schaum and Hunt are members of our Board of Directors. General Hunt, jointly with his wife, is also the holder of Preferred Stock, convertible into an aggregate of 681,775 shares of Common Stock, which were purchased in the Offering.
- (6) Beneficially owned shares consist of 100,000 shares of Common Stock, which Mr. Nagler acquired in exchange for Gales Industries common stock which he subscribed for in October 2004, and 45,455 shares of Common Stock issuable upon exercise of a warrant at \$0.22 per share. Such warrants were granted to Mr. Nagler when he invested in a Gales Industries bridge financing in August 2005. Mr. Nagler, our Secretary and a member of our Board, is a partner of Eaton & Van Winkle LLP, a law firm which is our counsel and, prior to November 30, 2005, was counsel to Gales Industries.
- (7) ECH Consulting, Inc. is a consultant to us. Its 325,000 Shares of Common Stock were part of a finders' fee which was paid in connection with our PNC Bank loan facility which we entered into on November 30, 2005. Such 325,000 shares were contributed to ECH Consulting, Inc. by Michael Gales and did not require the additional issuance of shares by us.
- (8) Croft Investments Limited Partnership acquired the 250,000 shares of Common Stock as of November 30, 2005 in exchange for the cancellation of the same number of shares of Gales Industries common stock. Mr. Milton Barbarosh who controls Croft Investments, acquired such Gales Industries shares through subscription as of October 28, 2004.
- (9) Atlas Capital Services, LLC, which we believe is currently one of the largest holders of outstanding Common Stock, was entitled to acquire 1,477,230 shares of our Common Stock as of November 30, 2005 in exchange for the cancellation of the same number of shares of its Gales Industries common stock and instructed us to issue such 1,477,230 shares of Common Stock to its designees (ACS Holdings, LLC, Edward Wahrsager, Robert A. Schecter, Shimon S. Fishman and Steven Pollan) in the amounts set forth in the table opposite the names of such designees. Atlas Capital Services, LLC holds 226,334 shares of Common Stock, which it acquired by converting a convertible promissory note issued by us in the principal amount of \$22,500, and also holds a warrant to purchase 409,091 shares of Common Stock at the exercise price of \$.055 per share. It acquired such warrant from us in February 2005 in connection with its purchase of such \$22,500 convertible note from us.
- (10) Rhoda Lewis, MTP Operating Corp., Stephen Nagler and Marilyn Thypin were investors in a convertible bridge note financing, completed in August 2005, in which Gales Industries raised \$45,000 and issued to the investors, along with \$45,000 principal amount of convertible notes, warrants exercisable into an aggregate of 204,545 shares of Gales Industries common stock at the exercise price of \$0.22 per share. These warrants allow for cashless exercise. These warrants were automatically

converted as of November 30, 2005 into warrants exercisable into the same number of shares of our Common Stock upon the same terms. The 45,455 shares set forth next to each of Rhoda Lewis' and MTP Operating Corp.'s name, 45,455 of the shares set forth next to Stephen Nagler's name (see note 6 to this table), and the 68,182 shares set forth next to Marilyn Thypin's name, represent shares of Common Stock issuable upon exercise of such warrants.

- (11) Stephen Caragol and Frank and Cynthia Gasztonyi were investors in a bridge note financing (the "\$105,000 Bridge Financing"), completed in September 2005, in which Gales Industries raised \$105,000 and issued to the investors, along with \$105,000 principal amount of notes, warrants exercisable into an aggregate of 477,273 shares of Gales Industries common stock at the exercise price of \$0.22 per share. These warrants allow for cashless exercise. These warrants were automatically converted as of November 30, 2005 into warrants exercisable into the same number of shares of our Common Stock upon the same terms. The 340,909 shares set forth next to Stephen Caragol's name, and the 136,364 shares set forth next to Frank and Cynthia Gasztonyi's names, represent shares of Common Stock issuable upon exercise of such warrants. A warrant to purchase 47,728 shares was issued to the placement agent in the \$105,000 Bridge Financing (see note 12).
- (12) GunnAllen Financial, Inc. was the placement agent for the Offering and the \$105,000 Bridge Financing and serves as a consultant to us. The 4,138,678 shares represent shares of Common Stock issuable to GunnAllen upon exercise of placement warrants which were issued to GunnAllen in connection with the Offering in December 2005 and the \$105,000 Bridge Financing in September 2005. The placement agent warrants from the Offering may be exercised until December 15, 2010 into a total of 4,090,950 shares of Common Stock and the placement agent warrants from the \$105,000 Bridge Financing may be exercised until September 2010 into a total of 47,728 shares of Common Stock. All of such warrants have an exercise price of \$0.22 per share and allow for cashless exercise. GunnAllen Financial is an NASD member brokerage firm and a registered broker dealer. It is controlled by Richard A. Frueh, who has the control and power to vote and/or sell the securities held by GunnAllen Financial.
- (13) James A. Brown is a member of our Board of Directors and, until November 30, 2005, was our Chairman, Chief Executive Officer and Secretary. Of his 676,268 shares of Common Stock, 100,000 shares were issued to him on November 30, 2005 upon cancellation of the same number of shares of Gales Industries common stock (which were issued to him as of November 14, 2005 in connection with his agreement to serve on our Board), approximately 256,119 shares were issued to him in March 2005 in connection with our Plan of Reorganization, approximately 240,112 shares were issued to him in January 2005 in connection with our Plan of Reorganization, and approximately 80,038 shares were issued to him in August 2003 in connection with his services on our Board.
- (14) Robert Africk was a consultant to us until November 30, 2005. We issued to him his 80,038 shares of Common Stock as of September 16, 2005 in consideration for consulting services.
- (15) We issued to Global Business Resources, Inc. its 80,038 shares of Common Stock in March 2005 in consideration for consulting services.
- (16) The holders of Preferred Stock are entitled to receive dividends of 8% per annum payable in shares of Preferred Stock (the "PIK Dividends"). The 1,636,380 shares of Common Stock represent shares of Common Stock issuable upon conversion of PIK Dividends which would accrue if all of the Preferred Stock remained outstanding for six months from the date of their original issuance.
- (17) These selling stockholders were investors in the first closing of the Offering on November 30, 2005. All of the shares listed opposite their names represent shares of Common Stock issuable upon conversion of the Preferred Stock which they purchased in connection with the Offering. Ira A. Hunt is a member of our Board of Directors.

- (18) These selling stockholders were investors in the second closing of the Offering on December 15, 2005. All of the shares listed opposite their names represent shares of Common Stock issuable upon conversion of the Preferred Stock which they purchased in connection with the Offering. Ira A. Hunt is a member of our Board of Directors. Luis Peragallo was an Officer and major shareholder of AIM prior to November 30, 2005 and is the brother of Jorge Peragallo and the father of Dario Peragallo.

MARKET PRICE OF AND DIVIDENDS ON OUR
COMMON EQUITY AND RELATED
STOCKHOLDER MATTERS

Our Common Stock is quoted on the OTC Bulletin Board under the trading symbol "ASHN" ("ASHD" prior to the Reverse Split on November 21, 2005). Prior to the effectiveness of our Plan of Reorganization, our symbol was "HNNS". The prices set forth below reflect the quarterly high and low sale price information for shares of our Common Stock during the last two fiscal years. These quotations reflect inter-dealer prices, without retail markup, markdown or commission, and may not represent actual transactions. There were no trades of our securities on the OTCBB prior to October 4, 2000.

2005 Quarter Ended -----	High -----	Low -----
December 31, 2005	\$0.85	\$0.11
September 30, 2005	\$0.15	\$0.07
June 30, 2005	0.10	0.06
March 31, 2005	0.18	0.05
2004 Quarter Ended -----	High -----	Low -----
December 31, 2004	\$0.07	\$0.01
September 30, 2004	0.25	0.06
June 30, 2004	0.75	0.18
March 31, 2004	0.68	0.13
2003 Quarter Ended -----	High -----	Low -----
December 31, 2003	\$0.53	\$0.11
September 30, 2003	0.60	0.07
June 30, 2003	0.10	0.04
March 31, 2003	0.05	0.04

As of January 13, 2006, there were approximately 77 holders of record of our Common Stock and approximately 164 holders of record of our Preferred Stock.

Prior to June 29, 2000, we were not a reporting company and were not required to file quarterly, annual, and other reports with the SEC.

We have not declared or paid any cash dividends on our Common Stock since our inception, and our Board of Directors currently intends to retain all earnings for use in the business for the foreseeable future. Any future payment of dividends will depend upon our results of operations, financial condition, cash requirements, and other factors deemed relevant by our Board of Directors. Prior to the Merger, AIM was a Subchapter S corporation and made distributions to its shareholders to enable them to pay income taxes on their allocable portion of the Company's income.

As of January 31, 2006, approximately 52,652,245 shares of our Common Stock were subject to issuance upon exercise or conversion of outstanding options or warrants to purchase, or securities convertible into, shares of Common Stock.

The following table provides information as of December 31, 2005 about our equity compensation plans and arrangements as of December 31, 2005.

Equity Compensation Plan Information - December 31, 2005

Plan Category	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights	(b) Weighted-average exercise price of outstanding options, warrants and rights	(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders (1)	--	\$ --	--
Equity compensation plans not approved by security holders (2)	4,850,000	\$.22	5,150,000
Total (1)(2)	4,850,000	\$.22	5,150,000

(1) All of the options previously granted under our 1998 Stock Option Plan were terminated or cancelled during 2005. We terminated our 1998 Stock Option Plan following the Merger.

(2) Our 2005 Stock Incentive Plan has been approved by written consent of our shareholders holding a majority of our voting stock and an information statement with respect to such plan has been mailed to our shareholders pursuant to Regulation 14C under the Exchange Act. In connection with the Merger, our Board adopted our 2005 Stock Incentive Plan, and issued stock options to our new executive officers. The vesting and exercise prices of the 4,850,000 options which we granted to executive officers in 2005 are described above in the footnotes under "Executive Compensation - Option Grants In Last Fiscal Period".

Transfer Agent

Florida Atlantic Stock Transfer, with offices at 7130 N. Nob Hill Road, Tamarac, Florida 33321-1841, is the registrar and transfer agent for our Common Stock. American Stock Transfer & Trust Company, with offices at 59 Maiden Lane, New York, New York 10038, is the registrar and transfer agent for our Preferred Stock.

Penny Stock Regulations

The SEC has adopted regulations which generally define "penny stock" to be an equity security that has a market price of less than \$5.00 per share. The Company's Common Stock falls within the definition of penny stock and is subject to rules that impose additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and accredited investors (generally those with assets in excess of \$1,000,000, or annual incomes exceeding \$200,000 or \$300,000, together with their spouse).

For transactions covered by these rules, the broker-dealer must make a special suitability determination for the purchase of such securities and have received the purchaser's prior written consent to the transaction. Additionally, for any transaction, other than exempt transactions, involving a penny stock, the rules require the delivery, prior to the transaction, of a risk disclosure document mandated by the SEC relating to the penny stock market. The broker-dealer also must disclose the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and, if the broker-dealer is the sole market-maker, the broker-dealer must disclose this fact and the broker-dealer's presumed control over the market. Finally, monthly statements must be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. Consequently, the "penny stock" rules may restrict the ability of broker-dealers to sell the Company's Common Stock and may affect the ability of investors to sell our Common Stock in the secondary market. Such rules may also cause fewer broker-dealers to be willing to make a market in our Common Stock, and it may affect the level of news coverage we receive.

LEGAL PROCEEDINGS

A legal action seeking \$5,000,000 has been brought against AIM by an independent contractor for personal injury allegedly caused by a fall in AIM's premises. AIM has insurance coverage in the amount of \$4,000,000. At a settlement mediation, the plaintiff made a demand of \$2,000,000. The Company believes that any liability accruing to AIM in this case will not exceed the insurance coverage maintained by AIM for personal injury.

We were involved in litigation with J.C. Herbert Bryant, III, a former officer, director and shareholder of our Company, and KMS-Thin Tab 100, Inc., which was settled in September 2002. As part of the settlement, we entered into a distribution agreement with Mr. Bryant, beginning on September 26, 2002 and ending on September 25, 2007, permitting Mr. Bryant to purchase certain products from us and to exclusively distribute those products in Florida from Orlando south. In October 2003, we terminated the distribution agreement with KMS based on KMS's breach of material terms of the agreement. On December 1, 2003, we filed suit against KMS-Thin Tab 100, Inc. in the Palm Beach County Circuit Court (Case No. 2003CA012757XXCDAN) for breach of contract, trademark infringement and for a declaration of rights that the distribution agreement is terminated and of no further force and effect. KMS answered the complaint and filed its own counterclaim for fraud in the inducement, trademark infringement, dilution and fraudulent misrepresentation; the fraud-based counterclaims were dismissed with prejudice by the Court on summary judgment. KMS subsequently amended its counterclaim to allege a breach of contract under the distribution agreement. In January 2005, the State Court in Florida ruled that neither party should prevail, and rejected a request for attorney's fees by KMS-Thin Tab 100 Inc., thus adjudicating the matter. KMS-Thin Tab 100 Inc. subsequently filed a notice of appeal.

Subsequently, on July 29, 2005, the 4th District Court of Appeals granted our motion to dismiss the appeal by KMS-Thin Tab 100 Inc. We are not aware of any other outstanding litigation.

CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS

(a) On December 15, 2005, we appointed the firm of Goldstein Golub Kessler LLP ("GGK") as our independent auditor and, as of such date, dismissed the firm of Daszkal Bolton LLP ("DB"), which had been serving as our independent auditor up to such date. The change in auditors is in connection with the Merger which occurred on November 30, 2005 and the change in control of the Company relating thereto.

(b) The reports of DB on our financial statements for the fiscal years ended December 31, 2004 and December 31, 2003 did not contain an adverse opinion, a disclaimer of opinion or any qualifications or modifications related to uncertainty, limitation of audit scope or application of accounting principles, except that such reports of DB express "substantial doubt about our ability to continue as a going concern" and state that "The financial statements do not include any adjustments that might result from the outcome of this uncertainty". These "going concern" qualifications relate only to periods prior to November 30, 2005 and do not relate to the financial statements of Gales Industries or AIM. During the fiscal years ending December 31, 2004 and December 31, 2003 and the period from January 1, 2005 to December 15, 2005, we did not have any disagreements (within the meaning of Instruction 4 of Item 304 of Regulation S-K) with DB as to any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure and there have been no reportable events (as defined in Item 304 of Regulation S-K).

(c) We have not consulted with GGK regarding the application of accounting principles to a specified transaction or the type of audit opinion that might be rendered on our financial statements during the two most recent fiscal years through the present.

(d) The dismissal of DB and appointment of GGK as our independent auditor was approved by our Board of Directors on December 15, 2005.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Article Tenth of our Articles of Incorporation and VII of our By-laws provide for the indemnification of directors to the fullest extent permissible under Florida law.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our Directors, officers and controlling persons, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by a Director, officer or controlling person in the successful defense of any action, suit or proceeding) is asserted by such Director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

LEGAL MATTERS

Our counsel, Eaton & Van Winkle LLP, located in New York, New York, is passing upon the validity of the issuance of the shares of Common Stock that are being offered pursuant this prospectus.

EXPERTS

Bildner & Giannasco LLP, independent certified public accountants, located at 420 Jericho Turnpike, Jericho, New York, has audited our Financial Statements included in this registration statement to the extent, and for the periods set forth in their reports. We have relied upon such reports, given upon the authority of such firm as experts in accounting and auditing.

INTERESTS OF NAMED EXPERTS AND COUNSEL

Stephen Nagler, our Secretary and one of our directors, is also a partner of Eaton & Van Winkle LLP, a law firm which serves as our counsel. Eaton & Van Winkle LLP owns 150,000 shares of our Common Stock. Mr. Nagler is the beneficial owner of 145,455 shares of our Common Stock.

FINANCIAL STATEMENTS

The financial statements of AIM, for the periods and the dates indicated, are included in this prospectus. AIM's statement of operations for the fiscal years ended December 31, 2004 and 2003 and its balance sheet data as of December 31, 2004 and December 31, 2003 are set forth below. Also included in this prospectus are (i) AIM's balance sheet as of September 30, 2005 and statements of operations and cash flows for the nine month periods ended September 30, 2005 and 2004, and (ii) pro forma consolidated balance sheet of the Company, as of September 30, 2005 and the pro forma consolidated statements of operations for the nine months ended September 30, 2005 and the year end December 31, 2004, as if our business combination with AIM and Gales Industries had occurred on January 1, 2004.

In addition, we have included the unaudited financial statements of each of Ashlin Development Corporation and Gales Industries Incorporated as of, and for the nine-months ended, September 30, 2005.

AIR INDUSTRIES MACHINING, CORP.

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Independent Accountants' Report

To the Board of Directors and Stockholders of
Air Industries Machining Corporation

We have audited the accompanying Consolidated Balance Sheets of Air Industries Machining Corporation as of December 31, 2004 and 2003, and the related Consolidated Statement of Income and Retained Earnings and Cash Flows for the twelve months ended December 31, 2004 and December 31, 2003. These consolidated financial statements are the responsibility of the Air Industries Machining Corporation management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred above present fairly, in all material respects, the financial position of Air Industries Machining Corporation as of December 31, 2004 and December 31, 2003, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States.

Respectfully submitted,

BILDNER & GIANNASCO, LLP
Certified Public Accountants

Jericho, New York
January 13, 2006

AIR INDUSTRIES MACHINING CORPORATION

Consolidated Balance Sheets

	December 31, 2004	December 31, 2003
	-----	-----
ASSETS		
Current Assets		
Cash and Cash Equivalents	\$ 49,275	\$ --
Accounts Receivable	2,643,536	1,200,806
Inventory	10,858,456	9,623,378
Advanced Rental	--	26,917
Prepaid Expenses	132,268	183,475
Other Current Assets	5,479	30,413
Deposits	37,160	--
	-----	-----
Total Current Assets	\$13,726,174	\$11,064,989
Property, plant, and equipment, net	3,646,814	3,678,631
Security Deposits	18,522	18,522
Cash Surrender Value - Officer's Life	263,636	211,927
Unamortized Finance Costs	146,661	188,608
	-----	-----
TOTAL ASSETS	\$17,801,807	\$15,162,677
	=====	=====

The accompanying audit report and notes are an integral part of these statements.

AIR INDUSTRIES MACHINING CORPORATION
Consolidated Balance Sheets (continued)

	December 31, 2004	December 31, 2003
	-----	-----
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Cash Overdraft	\$ --	\$ 153,831
Accounts Payable	3,692,060	2,649,160
Advance Payment - Customer	1,354,266	771,616
Mortgage Payable - Current	96,000	96,000
Obligations Under Capital Lease - Current	384,943	325,380
Accrued Operating Expenses	503,678	304,921
	-----	-----
Total current liabilities	6,030,947	4,300,908
Long term liabilities		
Advances From Shareholders	267,557	132,846
Mortgage Payable	1,227,786	1,348,601
Notes Payable - Banks	5,280,000	4,900,000
Obligations Under Capital Lease - Long term	334,353	417,168
	-----	-----
Total long term liabilities	7,109,696	6,798,615
Total liabilities	\$ 13,140,643	\$ 11,099,523
	=====	=====
Commitments and contingencies		
Minority Interest	407,601	352,548
Stockholders' Equity		
Capital Stock - 200 Shares Authorized	32,223	32,223
No Par Value, 95 Shares Issued and Outstanding as of December 31, 2004 and 2003		
Additional Paid-In Capital	182,628	182,628
Retained Earnings	4,134,712	3,591,755
Less: Treasury Stock at Cost	(96,000)	(96,000)
	-----	-----
Total Stockholders' Equity	\$ 4,661,164	\$ 4,063,154
	-----	-----
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 17,801,807	\$ 15,162,677
	=====	=====

The accompanying audit report and notes are an integral
part of these statements.

AIR INDUSTRIES MACHINING CORPORATION

Consolidated Statement of Income and Retained Earnings

	Year Ended December 31, 2004	Year Ended December 31, 2003
	-----	-----
Net sales	\$ 24,818,333	\$ 22,334,926
Cost of Sales	21,400,878	19,531,292
	-----	-----
Gross profit	3,417,455	2,803,634
Other income	2,573	100
	-----	-----
	3,420,028	2,803,734
Operating expenses		
Selling	321,727	309,479
General and Administrative	1,356,809	1,249,184
Interest Expense	505,425	441,867
	-----	-----
Total operating expenses	2,183,961	2,000,530
	-----	-----
Income before minority interest in net income	1,236,067	803,204
	-----	-----
Less: Minority interest in net income	131,552	83,363
Net income	\$ 1,104,515	\$ 719,841
	-----	-----
Retained Earnings, Beginning of Year	\$ 3,591,755	\$ 3,300,449
Deduct: Distribution to Shareholders	(561,557)	(428,535)
	-----	-----
Retained Earnings, End of Year	\$ 4,134,713	\$ 3,591,755
	=====	=====

The accompanying audit report and notes are an integral part of these statements.

AIR INDUSTRIES MACHINING CORPORATION

Consolidated Statement of Cash Flows

	Year Ended December 31, 2004	Year Ended December 31, 2003
	-----	-----
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 1,104,515	\$ 719,841
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	509,518	591,200
Minority Interest in Net Income	131,552	83,363
Changes in Assets and Liabilities:		
(Increase) Decrease In Assets -		
Accounts Receivable	(1,442,730)	342,771
Inventory	(1,235,078)	(1,141,128)
Advanced Rental	26,917	(26,917)
Prepaid Expenses	51,207	87,021
Other Current Assets	24,934	29,304
Deposits	(37,160)	1,200
Cash Surrender Value - Officer's Life	(51,709)	(75,807)
Advances from Shareholders	134,711	7,439
Increase (Decrease) In Liabilities -		
Accounts Payable	1,042,900	508,263
Advance Payment-Customer	582,650	79,722
Accrued Operating Costs	198,757	(131,868)
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,040,984	1,074,404
	-----	-----
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Equipment	(477,700)	(139,652)
	-----	-----
NET CASH (USED) IN INVESTING ACTIVITIES	(477,700)	(139,652)
	-----	-----
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds (Repayments) from Credit Line Facilities	325,449	(427,607)
Payments for Obligations Under Capital Lease	(23,252)	(338,530)
Payments for Finance Related Costs	(100,818)	(200,853)
Distribution to Shareholders	(561,557)	(428,535)
(Repayment) Proceeds from Cash Overdraft	(153,831)	153,831
NET CASH (USED) IN FINANCING ACTIVITIES	(514,009)	(1,241,694)
	-----	-----
Net increase (decrease) in cash and cash equivalents	49,275	(306,942)
	-----	-----
Cash and cash equivalents, beginning of year	--	306,942
	-----	-----
Cash and cash equivalents, end of the year	\$ 49,275	\$ --
	=====	=====
Supplementary disclosure of cash flow information		
Cash paid during the year for interest	\$ 482,087	\$ 372,993

The accompanying audit report and notes are an integral part of these statements.

1 - SIGNIFICANT ACCOUNTING POLICIES

Background of Company

Air Industries Machining Corporation ("Air" or "The Company"), founded in 1969, was incorporated in the State of New York and maintains its principal place of business in Bay Shore, New York. The Corporation is primarily engaged in manufacturing aircraft structural parts and assemblies principally for prime defense contractors in the aerospace industry machining parts for the aerospace industry predominantly located in the United States. The Company's customer base consists mainly of publicly traded companies in the aerospace industry.

Principles of Consolidation

The Company's consolidated financial statements include those of variable interest entities. (See Note 11).

Cash and Cash Equivalents

Cash and cash equivalents include all highly liquid debt instruments with an original maturity of three months or less. Cash consists of aggregate cash balances in the Company's bank accounts and cash equivalents consist primarily of money market accounts.

Accounts Receivable

Accounts receivable are reported at their outstanding unpaid principal balances. The Company writes off accounts when they are deemed to be uncollectible. The Company has experienced insignificant amounts of bad debts in such accounts.

Inventories

Raw materials, work in process, and finished goods are stated at the lower of average cost or net realizable value on a first-in, first-out basis.

Property, Plant and Equipment

Property, plant and equipment are carried at cost less accumulated depreciation and amortization. The Company maintains a policy to capitalize all property and equipment purchases in excess of \$1,000. Expenditures for repairs and improvements in excess of \$1,000 that add to the productive capacity or extend the useful life of an asset are capitalized. Repair and maintenance charges are expensed as incurred. Property under a capital lease is capitalized and amortized over the lease terms. Upon disposition, the cost and related accumulated depreciation are removed from the accounts and any related gain or loss is reflected in earnings. Depreciation on plant and equipment is calculated on the straight-line method over the estimated useful lives of the assets.

The useful lives of property, plant and equipment for purposes of computing depreciation are:

Tools and instruments	7 Years
Leasehold improvements.....	25 Years
Machinery and equipment	5-8 Years
Automotive Equipment.....	5 Years
Furniture and fixtures.....	5-8 Years
Buildings.....	25-31.5 Years

Impairment of Long Live Assets

The Company reviews long-lived assets for impairment at the facility level annually or if events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is evaluated based on the sum of undiscounted estimated future cash flows expected to result from use of the assets compared to its carrying value. If impairment is recognized, the carrying value of the impaired asset is reduced to its fair value, based on discounted estimated future cash flows.

Finance Costs

Costs connected with obtaining and executing debt arrangements are capitalized and amortized on the straight-line basis over the term of the related debt.

Revenue Recognition

The Company generally recognizes revenue when products are shipped and the customer takes ownership and assumes risk of loss, collection of the relevant receivable is probable, persuasive evidence of an arrangement exists, and the sales price is fixed or determinable. Payments received in advance from customers for products delivered are recorded as customer advance payments until earned, at which time revenue is recognized.

Cost of Goods Sold

Costs for goods sold includes all direct material, labor costs, tooling and those indirect costs related to manufacturing, such as indirect labor, supplies, tools, repairs and depreciation costs.

Expenses

Selling, general, and administrative costs are charged to expense as incurred.

Income Taxes

The Company, with the consent of its stockholders, elected under the Internal Revenue Code and New York State law to be taxed as an "S" corporation. In lieu of corporate income taxes, the stockholders are taxed on their proportionate share of the company's net income. Accordingly, no provision for federal income taxes has been made in the accompanying financial statements.

Use of Estimates

In preparing the financial statements, management is required to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. The more significant management estimates are the useful lives of property and equipment, provisions for inventory obsolescence, unamortized finance costs, accrued expenses and various contingencies. Actual results could differ from those estimates. Changes in facts and circumstances may result in revised estimates, which are recorded in the period in which they become known.

Credit Risk

Financial instruments involving potential credit risk include accounts receivable. Of the accounts receivable balance outstanding as of December 31, 2004 and 2003, approximately 78% is attributed to three customers and 64% is attributed to four customers, respectively.

Treasury Stock

The Company records treasury stock under the cost method.

Fair Value of Financial Instruments

The Company has estimated the fair value of financial instruments using available market information and other valuation methodologies in accordance with Statement of Financial Accounting Standards No. 107, "Disclosures about Fair Value of Financial Instruments." Management of the Company believes that the fair value of financial instruments, consisting of cash, accounts receivable, accounts payable and accrued liabilities, approximates carrying value due to the immediate or short-term maturity associated with these instruments and that the notes payable is carried at fair value in that it carries interest rates that are comparable to similar instruments with similar maturities.

Reclassifications

Certain reclassifications have been made to prior year's financial statement information to conform to the current year presentation.

2 - INVENTORIES

The components of inventories consisted of the following as of December 31, 2004 and 2003:

	December 31, 2004	December 31, 2003
	-----	-----
Raw Materials	\$ 1,759,502	\$ 1,365,429
Work in Progress	6,934,325	4,558,587
Finished Goods	2,164,629	3,699,362
	-----	-----
Total Inventory	\$10,858,456	\$ 9,623,378
	=====	=====

3 - PROPERTY, PLANT AND EQUIPMENT

The components of property and equipment as of December 31, 2004 and 2003 include:

	December 31, 2004	December 31, 2003
	-----	-----
Land	\$ 134,922	\$ 134,922
Building	3,173,071	3,173,071
Machinery and Equipment	7,987,665	7,639,875
Tools and Instrument	279,803	279,803
Leasehold Improvements	489,328	418,431
Automotive Equipment	290,083	284,205
Furniture and fixtures	700,801	647,666
	-----	-----
Total property, plant, and equipment	13,055,673	12,577,973
	-----	-----
Less: Accumulated Depreciation	(9,408,859)	(8,899,342)
	-----	-----
Property, plant, and equipment, net	\$ 3,646,814	\$ 3,678,631
	=====	=====

Depreciation and amortization expense for the period ended December 31, 2004 and 2003 was \$509,518 and \$591,200, respectively.

4 - NOTES PAYABLE - BANKS

The Company has negotiated a credit facility dated August of 2003 with a major lending institution with a termination date of March of 2006. The facility is secured by a first priority interest in all accounts receivable, inventory and equipment presently owned or hereafter acquired by the Company. The indebtedness bears interest at the rate of 1/2 percent above the prime rate of interest or a libor margin of 3%.

The terms of the facility require that, among other things, the Company maintain certain financial ratios and levels of working capital. As of December 31, 2004, the Company has met these terms.

The loans are guaranteed jointly and severally by the principals of the Company, as well as the affiliated companies KPK Realty Corporation and DPPR Realty Corp. (See Note 9)

Interest expense related to the notes payable - bank approximately amounted to \$249,000 and \$229,000 for the years ended December 31, 2004 and 2003, respectively.

5 - ADVANCES FROM SHAREHOLDERS

Advances represent non-interest bearing advances from shareholders to cover the Company's working capital needs.

6 - MORTGAGE PAYABLE

As the Company consolidates the assets and liabilities of variable interest entities (see Note 11) it has two mortgages covering buildings and land. These mortgages carry interest rates of 6.15% and 7.18% per annum.

Future mortgage payments are as follows for the year ended December 31, 2004:

Year	Amount
-----	-----
2005	\$ 124,000
2006	126,000
2007	128,000
2008	139,000
2009	133,000
Thereafter	673,786

	1,323,786
Less: current maturities	96,000

Long term	\$ 1,227,786
	=====

7 - CAPITAL LEASES PAYABLE-EQUIPMENT

The Company is committed under several capital leases for manufacturing equipment and computer equipment. All leases have bargain purchase options that the Company expects to exercise at the termination of each lease. Capital lease obligations totaled \$719,296 and \$742,548 as of December 31, 2004 and 2003, respectively.

As of December 31, 2004, future minimum lease payments, including imputed interest, with remaining terms of greater than one year are as follows:

	Amount

2005	\$ 433,000
2006	232,000
2007	108,000
2008	25,000
2009	1,000

Total future minimum lease payments	799,000
Less: imputed interest	(79,704)
Less: current maturities	(384,943)

Total long-term capital lease obligation	\$ 334,353
	=====

8 - EMPLOYEE BENEFITS PLANS

On January 1, 1997, the Company instituted a defined contribution plan under Section 401(k) of the Internal Revenue Code ("the Plan"). Pursuant to the Plan qualified employees may contribute a percentage of their pretax eligible compensation to the Plan. The Company does not match any contributions that employees may make to the Plan.

9 - RELATED PARTY TRANSACTIONS

The following transactions occurred between the Company and certain related parties.

The Company presently leases manufacturing and office space from KPK Realty Corp. a corporation in which 49% is owned by the majority stockholder of the Company.

Additionally, the Company leases manufacturing space from DPPR Realty Corp. which is 100% owned by two of the shareholders of the Corporation who in the aggregate own 36.84% of the Company.

KPK Realty Corp. and DPPR Realty Corp. are considered variable interest entities under FIN 46 (See Note 11) and accordingly, their assets, liabilities and results of operations have been consolidated into the Company's financial statement.

10 - COMMITMENTS AND CONTINGENCIES

Litigation

A legal action has been brought against the Company for personal injury sustained by an independent contractor caused by a fall on the premises of the Company in the amount of \$5,000,000. This action is scheduled for trial in June of 2005. The Company has insurance coverage in the amount of \$4,000,000. The plaintiff made a demand of \$2,000,000 at a settlement mediation. In the opinion of counsel representing the Company the full value of the case would be well within the insurance coverage maintained by the Company and accordingly, the Company has not recorded any loss contingency related to this case.

11 - VARIABLE INTEREST ENTITIES

In January 2003, the Financial Accounting Standards Board (FASB) issued Interpretation No. 46 (FIN 46), Consolidation of Variable Interest Entities. Under FIN 46, we are required to consolidate variable interest entities for which we are deemed to be the primary beneficiary by the third quarter of 2003, and disclose information about those in which we have significant variable interests effective immediately.

The Company has leasing arrangements for its operating and manufacturing facilities with two lessors. Under FIN 46 these lessors are Variable Interest Entities and the Company is the primary beneficiary. Therefore, the Company has consolidated the respective lessors' assets and debt into these consolidated statements. At December 31, 2004 and 2003, these entities had gross assets of \$1,901,000 and \$1,902,000, respectively and gross liabilities of \$1,165,000 and \$1,210,000, respectively. These facilities were subsequently purchased in connection with a merger transaction in November 2005. The minority interest on the Company's financial statements consists of the non-controlling portion of these respective entities (See Note 9).

12 - SUBSEQUENT EVENTS

On November 30, 2005 merger agreements were consummated between the Company and an Acquisition Entity and between the Acquisition Entity and a Public Entity whose stock is traded in Over the Counter Market. Contemporaneously with the merger agreements, the Company secured \$14,000,000 in debt facilities from a major lending institution and used funds from the facility to purchase real property that it had subsequently leased and paid off debts to its prior lender. As part of the merger agreements, the Acquisition Entity completed the first of two closings of private placement stock offerings which grossed \$9,000,000 in the aggregate. These transactions and their associated costs have not been reflected in these financial statements.

Independent Accountants' Report

To the Board of Directors and Stockholders of
Air Industries Machining Corporation

We have reviewed the Consolidated Balance Sheets of Air Industries Machining Corporation at September 30, 2005 and 2004, the related Consolidated Statement of Income and Retained Earnings and Cash Flows for the twelve months ended September 30, 2005 and 2004. This consolidated financial information is the responsibility of the company's management.

We conducted our reviews in accordance with standards established by the American Institute of Certified Public Accountants. A review of interim financial information consists principally of applying analytical procedures to financial data and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an examination in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial information for it to be in conformity with generally accepted accounting principles in the United States except for the fact that these consolidated financial statements do not include the details and ramifications of a merger that occurred on November 30, 2005 (see Note 11), as of the date of these consolidated financial statements.

Our review was made for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles in the United States.

Respectfully submitted,

BILDNER & GIANNASCO, LLP
Certified Public Accountants

Jericho, New York
January 13, 2006

AIR INDUSTRIES MACHINING CORPORATION

Consolidated Balance Sheets

	September 30, 2005	September 30, 2004
	-----	-----
ASSETS		
Current Assets		
Cash and Cash Equivalents	\$ 262,385	\$ 235,618
Accounts Receivable	2,269,778	1,839,605
Inventory	11,784,369	9,690,195
Prepaid Expenses	76,709	75,204
Other Current Assets	5,364	17,342
Advances to Affiliates	--	110,492
	-----	-----
Total Current Assets	\$14,398,605	\$11,968,456
Property, plant, and equipment, net		
	3,993,411	3,689,891
Security Deposits	34,522	18,522
Cash Surrender Value - Officer's Life	52,334	211,927
Unamortized Finance Costs	109,959	153,397
	-----	-----
TOTAL ASSETS	\$18,588,831	\$16,042,193
	=====	=====

The accompanying review report and notes are an integral part of these statements.

AIR INDUSTRIES MACHINING CORPORATION
Consolidated Balance Sheets (continued)

	September 30, 2005	September 30, 2004
	-----	-----
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts Payable	\$ 3,926,603	\$ 2,983,790
Advance Payment - Customer	667,772	554,420
Mortgage Payable - Current	72,000	96,000
Obligations Under Capital Lease - Current	413,300	380,489
Notes Payable - Banks	5,180,000	--
Accrued Operating Expenses	589,550	325,032
	-----	-----
Total current liabilities	10,849,225	4,339,731
Long term liabilities		
Advances From Shareholders	363,323	187,484
Mortgage Payable	1,169,813	1,265,041
Notes Payable - Banks	--	5,180,000
Obligations Under Capital Lease - Long term	912,078	433,439
	-----	-----
Total long term liabilities	2,445,214	7,065,964
	-----	-----
Total liabilities	\$ 13,294,439	\$ 11,405,695
	=====	=====
Commitments and contingencies		
Minority Interest	429,285	393,838
Stockholders' Equity		
Capital Stock - 200 Shares Authorized No Par Value, 95 Shares Issued and Outstanding as of December 31, 2004 and 2003	32,223	32,223
Additional Paid-In Capital	182,628	182,628
Retained Earnings	4,746,256	4,123,809
Less: Treasury Stock at Cost	(96,000)	(96,000)
	-----	-----
Total Stockholders' Equity	\$ 5,294,392	\$ 4,636,498
	-----	-----
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 18,588,831	\$ 16,042,193
	=====	=====

The accompanying review report and notes are an integral
part of these statements.

AIR INDUSTRIES MACHINING CORPORATION

Consolidated Statement of Income and Retained Earnings

	Nine Months Ended September 30, 2005	Nine Months Ended September 30, 2004
	-----	-----
Net sales	\$ 21,851,532	\$ 18,322,866
Cost of Sales	18,858,898	15,940,636
	-----	-----
Gross profit	2,992,634	2,382,230
Other income	152	752
	-----	-----
	2,992,786	2,382,982
Operating expenses		
Selling	244,125	224,542
General and Administrative	1,251,203	955,897
Interest expense	490,975	307,727
	-----	-----
Total operating expenses	1,986,303	1,488,166
	-----	-----
Income before Minority interest	1,006,483	894,817
Less: Minority interest	57,384	98,665
	-----	-----
Net income	\$ 949,099	\$ 796,152
	-----	-----
Retained Earnings, Beginning of Year	4,134,712	3,591,755
Deduct: Distribution to Shareholders	(337,555)	(264,098)
	-----	-----
Retained Earnings, End of the Period	\$ 4,746,256	\$ 4,123,809
	=====	=====

The accompanying review report and notes are an integral part of these statements.

AIR INDUSTRIES MACHINING CORPORATION

Consolidated Statement of Cash Flows

	Nine Months Ended September 30, 2005	Nine Months Ended September 30, 2004
	-----	-----
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 949,099	\$ 796,152
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	393,974	382,139
Minority Interest in Net Income	57,384	98,665
Changes in Assets and Liabilities:		
(Increase) Decrease In Assets -		
Accounts Receivable	373,758	(638,799)
Inventory	(925,913)	(66,817)
Advanced Rental	--	26,917
Prepaid Expenses	55,559	108,271
Other Current Assets	115	13,071
Deposits	(16,000)	--
Cash Surrender Value - Officer's Life	211,302	--
Increase (Decrease) In Liabilities -		
Accounts Payable	234,543	334,630
Advance Payment-Customer	(686,494)	(217,196)
Accrued Operating Costs	85,872	20,111
NET CASH PROVIDED BY OPERATING ACTIVITIES	733,199	857,144
	-----	-----
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Equipment	(740,571)	(472,536)
	-----	-----
NET CASH (USED) IN INVESTING ACTIVITIES	(740,571)	(472,536)
	-----	-----
CASH FLOWS FROM FINANCING ACTIVITIES		
(Repayment) Proceeds from Credit Line Facilities	(48,045)	300,492
Proceeds from Obligations under capital lease	606,082	71,380
Payments for Finance Related Costs	--	(102,932)
Distribution to Shareholders	(337,555)	(264,098)
Repayment of Cash Overdraft	--	(153,831)
NET CASH PROVIDED BY FINANCING ACTIVITIES	220,482	(148,990)
	-----	-----
Net increase in cash and cash equivalents	213,110	235,618
	-----	-----
Cash and cash equivalents, beginning of year	49,275	--
	-----	-----
Cash and cash equiavlents, end of the period	\$ 262,385	\$ 235,618
	=====	=====
Supplementary disclosure of cash flow information		
Cash paid during the year for interest	\$ 467,637	\$ 284,389

The accompanying review report and notes are an integral part of these statements.

1 - SIGNIFICANT ACCOUNTING POLICIES

Background of Company

Air Industries Machining Corporation ("Air" or "The Company"), founded in 1969, was incorporated in the State of New York and maintains its principal place of business in Bay Shore, New York. The Corporation is primarily engaged in manufacturing aircraft structural parts and assemblies principally for prime defense contractors in the aerospace industry machining parts for the aerospace industry predominantly located in the United States. The Company's customer base consists mainly of publicly traded companies in the aerospace industry primarily located in the northeast and west coast of the United States.

Principles of Consolidation

The Company's consolidated financial statements include those of variable interest entities. (See Note 10).

Cash and Cash Equivalents

Cash and cash equivalents include all highly liquid debt instruments with an original maturity of three months or less. Cash consists of aggregate cash balances in the Company's bank accounts and cash equivalents consist primarily of money market accounts.

Accounts Receivable

Accounts receivable are reported at their outstanding unpaid principal balances. The Company writes off accounts when they are deemed to be uncollectible. The Company has experienced insignificant amounts of bad debts in such accounts.

Inventories

The Company has consistently valued its finished goods inventory and work-in-progress, following a physical count, on the basis of the applicable invoiced selling prices for such finished goods, discounted for both a general and administrative charge and a profit percentage as calculated for the Company's operations, generally as follows:

Finished goods inventory that are not supported by an invoiced selling price based on a purchase order from a Company customer, the historic selling price of that item is reduced by 60% of the selling price and then discounted for both a general and administrative charge and a profit percentage; work-in-process inventory, in certain instances, the percentage of completion as furnished by management is applied to the invoiced selling price, and then discounted for both a general and administrative charge and a profit percentage in a manner consistent with prior years.

Property, Plant and Equipment

Property, plant and equipment are carried at cost less accumulated depreciation and amortization. The Company maintains a policy to capitalize all property and equipment purchases in excess of \$1,000. Expenditures for repairs and improvements in excess of \$1,000 that add to the productive capacity or extend the useful life of an asset are capitalized. Repair and maintenance charges are expensed as incurred. Property under a capital lease is capitalized and amortized over the lease terms. Upon disposition, the cost and related accumulated depreciation are removed from the accounts and any related gain or loss is reflected in earnings. Depreciation on plant and equipment is calculated on the straight-line method over the estimated useful lives of the assets.

The useful lives of property, plant and equipment for purposes of computing depreciation are:

Tools and instruments	7 Years
Leasehold improvements.....	25 Years
Machinery and equipment	5-8 Years
Automotive Equipment.....	5 Years
Furniture and fixtures.....	5-8 Years
Buildings.....	25-31.5 Years

Impairment of Long Live Assets

The Company reviews long-lived assets for impairment at the facility level annually or if events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is evaluated based on the sum of undiscounted estimated future cash flows expected to result from use of the assets compared to its carrying value. If impairment is recognized, the carrying value of the impaired asset is reduced to its fair value, based on discounted estimated future cash flows.

Finance Costs

Costs connected with obtaining and executing debt arrangements are capitalized and amortized on the straight-line basis over the term of the related debt.

Revenue Recognition

The Company generally recognizes revenue when products are shipped and the customer takes ownership and assumes risk of loss, collection of the relevant receivable is probable, persuasive evidence of an arrangement exists, and the sales price is fixed or determinable. Payments received in advance from customers for products delivered are recorded as customer advance payments until earned, at which time revenue is recognized.

Cost of Goods Sold

Costs for goods sold includes all direct material, labor costs, tooling and those indirect costs related to manufacturing, such as indirect labor, supplies, tools, repairs and depreciation costs.

Expenses

Selling, general, and administrative costs are charged to expense as incurred.

Income Taxes

The Company, with the consent of its stockholders, elected under the Internal Revenue Code and New York State law to be taxed as an "S" corporation. In lieu of corporate income taxes, the stockholders are taxed on their proportionate share of the company's net income. Accordingly, no provision for federal income taxes has been made in the accompanying financial statements.

Use of Estimates

In preparing the financial statements, management is required to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. The more significant management estimates are the useful lives of property and equipment, provisions for inventory obsolescence, unamortized finance costs, accrued expenses and various contingencies. Actual results could differ from those estimates. Changes in facts and circumstances may result in revised estimates, which are recorded in the period in which they become known.

Credit Risk

Financial instruments involving potential credit risk include accounts receivable. Of the accounts receivable balance outstanding as of September 30, 2005 and 2004, approximately 58% is attributed to three customers and 61% is attributed to two customers, respectively.

Treasury Stock

The Company records treasury stock under the cost method.

Fair Value of Financial Instruments

The Company has estimated the fair value of financial instruments using available market information and other valuation methodologies in accordance with Statement of Financial Accounting Standards No. 107, "Disclosures about Fair Value of Financial Instruments." Management of the Company believes that the fair value of financial instruments, consisting of cash, accounts receivable, accounts payable and accrued liabilities, approximates carrying value due to the immediate or short-term maturity associated with these instruments and that the notes payable is carried at fair value in that it carries interest rates that are comparable to similar instruments with similar maturities.

Reclassifications

Certain reclassifications have been made to prior year's financial statement information to conform to the current year presentation.

2 - PROPERTY, PLANT, & EQUIPMENT

The components of property and equipment as of September 30, 2005 and 2004 include:

	September 30, 2005	September 30, 2004
	-----	-----
Land	\$ 134,922	\$ 134,922
Building	3,173,070	3,173,071
Machinery and Equipment	8,541,083	7,984,165
Tools and Instrument	279,803	279,803
Leasehold Improvements	505,171	489,328
Automotive Equipment	290,083	289,558
Furniture and fixtures	872,112	699,662
	-----	-----
Total property, plant, and equipment	13,796,244	13,050,509
	-----	-----
Less: Accumulated Depreciation	(9,802,833)	(9,360,618)
	-----	-----
Property, plant, and equipment, net	\$ 3,993,411	\$ 3,689,891
	=====	=====

Depreciation and amortization expense for the period ended September 30, 2005 and 2004 was \$393,974 and \$382,139, respectively.

3 - NOTES PAYABLE - BANKS

The Company has negotiated a credit facility dated August of 2003 with a major lending institution with a termination date March of 2006. The facility is secured by a first priority interest in all accounts receivable, inventory and equipment presently owned or hereafter acquired by the Company. The indebtedness bears interest at the rate of 1/2 percent above the prime rate of interest or a libor margin of 3%.

The terms of the facility require that, among other things, the Company maintain certain financial ratios and levels of working capital. As of December 31, 2004, the Company has met these terms.

The loans are guaranteed jointly and severally by the principals of the Company, as well as the affiliated companies KPK Realty Corporation and DPPR Realty Corp. (See Note 8).

Interest expense related to the notes payable - bank approximately amounted to \$243,000 and \$180,000 for the nine months ended September 30, 2005 and 2004, respectively.

4 - ADVANCES FROM SHAREHOLDERS

Advances represent non-interest bearing advances from shareholders to cover the Company's working capital needs.

5 - MORTGAGE PAYABLE

As the Company consolidates the assets and liabilities of variable interest entities (see Note 10) it has two mortgages covering buildings and land. These mortgages carry interest rates of 6.15% and 7.18% per annum.

Future mortgage payments, including interest, are as follows for the period September 30, 2005:

Year -----	Amount -----
2006	126,000
2007	128,000
2008	139,000
2009	133,000
2010	142,000
Thereafter	573,813

	1,241,813
Less: current maturities:	72,000

Long term	\$ 1,169,813

6 - CAPITAL LEASES PAYABLE-EQUIPMENT

The Company is committed under several capital leases for manufacturing equipment and computer equipment. All leases have bargain purchase options that the Company expects to exercise at the termination of each lease. Capital lease obligations totaled \$1,325,278 as of September 30, 2005.

As of September 30, 2005, future minimum lease payments, including imputed interest, with remaining terms of greater than one year are as follows:

Year	Amount
-----	-----
2006	\$ 501,000
2007	430,000
2008	427,000
2009	141,000

Total future minimum lease payments	1,499,000
Less: imputed interest	(173,622)
Less: current maturities	(413,300)

Total long-term capital lease obligation	\$ 912,078
	=====

7 - EMPLOYEE BENEFITS PLANS

On January 1, 1997, the Company instituted a defined contribution plan under Section 401(k) of the Internal Revenue Code ("the Plan"). Pursuant to the Plan qualified employees may contribute a percentage of their pretax eligible compensation to the Plan. The Company does not match any contributions that employees may make to the Plan.

8 - RELATED PARTY TRANSACTIONS

The following transactions occurred between the Company and certain related parties.

The Company presently leases manufacturing and office space from KPK Realty Corp. a corporation in which 49% is owned by the majority stockholder of the Company.

Additionally, the Company leases manufacturing space from DPPR Realty Corp. which is 100% owned by two of the shareholders of the Corporation who in the aggregate own 36.84% of the Company.

KPK Realty Corp. and DPPR Realty Corp. are considered variable interest entities under FIN 46 (See Note 10) and accordingly, their assets, liabilities, and results of operations have been consolidated into the Company's.

9 - COMMITMENTS AND CONTINGENCIES

Litigation

A legal action has been brought against the Company for personal injury sustained by an independent contractor caused by a fall on the premises of the Company in the amount of \$5,000,000. This action is scheduled for trial in June of 2005. The Company has insurance coverage in the amount of \$4,000,000. The plaintiff made a demand of \$2,000,000 at a settlement mediation. In the opinion of counsel representing the Company the full value of the case would be well within the insurance coverage maintained by the Company and accordingly, the Company has not recorded any loss contingency related to this case.

10 - VARIABLE INTEREST ENTITIES

In January 2003, the Financial Accounting Standards Board (FASB) issued Interpretation No. 46 (FIN 46), Consolidation of Variable Interest Entities. Under FIN 46, we are required to consolidate variable interest entities for which we are deemed to be the primary beneficiary by the third quarter of 2003, and disclose information about those in which we have significant variable interests effective immediately.

The Company has leasing arrangements for its operating and manufacturing facilities with two lessors. Under FIN 46 these lessors are Variable Interest Entities and the Company is the primary beneficiary. Therefore, the Company has consolidated the respective lessors' assets and debt into these consolidated statements. At September 30, 2005 and 2004, these entities had gross assets of \$1,918,000 and \$1,982,000, respectively and gross liabilities of \$1,034,000 and \$1,202,000, respectively. These facilities were subsequently purchased in connection with a merger transaction in November 2005. The minority interest on the Company's financial statements consists of the non-controlling portion of these respective entities (See Note 8).

11 - SUBSEQUENT EVENTS

On November 30, 2005 merger agreements were consummated between the Company and an Acquisition Entity and between the Acquisition Entity and a Public Entity whose stock is traded in Over the Counter Market. Contemporaneously with the merger agreements, the Company secured \$14,000,000 in debt facilities from a major lending institution and used funds from the facility to purchase real property that it had subsequently leased and paid off debts to its prior lender. As part of the merger agreements, the Acquisition Entity completed the first of two closings of private placement stock offerings which grossed \$9,000,000 in the aggregate. These transactions and their associated costs have not been reflected in these financial statements.

ASHLIN DEVELOPMENT CORPORATION

UNAUDITED FINANCIAL STATEMENTS

SEPTEMBER 30, 2005 AND 2004

F-26

ASHLIN DEVELOPMENT CORP.
CONDENSED BALANCE SHEET
SEPTEMBER 30, 2005
(UNAUDITED)

ASSETS

Current assets:		
Cash	\$	68,557

Total assets	\$	68,557
		=====

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities:		
Accounts payable	\$	66,667
Accrued expenses	\$	9,542

Total liabilities	\$	76,209

Stockholders' deficit:		
Common stock, \$0.001 par value, authorized 150,000,000 shares; 4,652,813 shares issued and outstanding		4,653
Additional paid-in capital		919,789
Accumulated deficit		(932,094)

Total stockholders' deficit		(7,652)

Total liabilities and stockholders' equity	\$	68,557
		=====

See accompanying notes to condensed financial statements.

ASHLIN DEVELOPMENT CORP.
CONDENSED STATEMENTS OF OPERATIONS
FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2005 AND 2004
(UNAUDITED)

	3 MONTHS ENDED 2005	3 MONTHS ENDED 2004	9 MONTHS ENDED 2005	9 MONTHS ENDED 2004
Revenue	\$ --	\$ --	\$ --	\$ --
Cost of sales	--	--	--	--
Gross Profit	--	--	--	--
Operating expenses:				
General and administrative expense	127,879	--	440,575	--
Advertising and promotion	--	--	--	--
Depreciation and amortization	--	--	--	--
Total operating expense	127,879	--	440,575	--
Loss from operations continued operations	(127,879)	--	(440,575)	--
Discontinued operations				
Income (Loss) from discontinued operations	--	185,899	(155,701)	(773,788)
Other (income) expense:				
Gain on sale	--	--	1,794,893	--
Interest income	225	--	310	--
Income (Loss) before income taxes	(127,654)	185,899	1,198,927	(773,788)
Benefit (provision) for income taxes	--	--	--	--
Net income (loss)	(127,654)	185,899	1,198,927	(773,788)
Net loss per share from continuing operations-basic	\$ (0.03)	\$ --	\$ (0.10)	\$ --
Net loss per share from discontinued operations-basic	\$ --	\$ --	(0.04)	--
Net income (loss) per share - basic and diluted	\$ (0.03)	\$ 0.05	\$ 0.27	\$ (0.20)
Weighted average number of shares - basic and diluted	\$ 4,561,009	\$ 3,832,813	\$ 4,392,707	\$ 3,832,813

See accompanying notes to condensed financial statements.

ASHLIN DEVELOPMENT CORP.
CONDENSED STATEMENTS OF CASH FLOWS
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2005 AND 2004
(UNAUDITED)

	2005	2004
Cash flow from operating activities:		
Net income (loss)	\$ 1,198,927	\$ (773,788)
Adjustments to reconcile net income (loss) to net cash from operating activities:		
Gain from sale of operating assets and assumption of liabilities	(1,794,893)	--
Common stock issued for services	62,000	--
Decrease in assets and liabilities:		
Accounts receivable	138,581	473,852
Prepaid assets	73,124	(85,273)
Depreciation and amortization	--	21,666
Inventory	22,437	126,124)
Accounts payable	(57,561)	751,304
Accrued expenses	(24,179)	(64,797)
Net cash provided by (used in) operating activities	(381,564)	449,088
Cash flow from investing activities:		
Proceeds from sale of assets	350,000	(32,576)
Net cash provided by (used in) investing activities	350,000	(32,576)
Cash flow from financing activities:		
Repayments on notes payable	(27,175)	(406,957)
Net cash used in financing activities	(27,175)	(406,957)
Net increase (decrease) in cash	(58,739)	9,555
Cash, beginning of period	127,296	7,406
Cash, end of period	68,557	16,961
	=====	=====
SUPPLEMENTAL CASH FLOW INFORMATION:		
Note payable for purchase of automobile	\$ --	\$ 23,357
	-----	=====

See accompanying notes to condensed financial statements.

=====

NOTE 1 - BASIS OF PRESENTATION

The accompanying unaudited condensed financial statements of Ashlin Development Corp. (the "Company") have been prepared in accordance with generally accepted accounting principles for interim financial information and Regulation S-B. Accordingly, they do not include all of the information and footnotes required for complete financial statements.

In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation of the results for the interim periods presented have been included.

These results have been determined on the basis of generally accepted accounting principles and practices applied consistently with those used in the preparation of the Company's Annual Financial Statements for the year ended December 31, 2004. Operating results for the nine months ended September 30, 2005 are not necessarily indicative of the results that may be expected for the year ending December 31, 2005.

It is recommended that the accompanying condensed financial statements be read in conjunction with the financial statements and notes for the year ended December 31, 2004, found in the Company's Form 10-KSB.

The Company's financial statements in the three and nine months ended September 2005 are not comparative to the financial statements for the three months ended September 2004. The effective date of the Company's plan of reorganization was January 28, 2005.

Effective January 28, 2005 the Company completed a plan to divest its core operations of Health and Nutrition Systems, Int'l Inc. The results of operations and financial position are shown in the accompanying financial statements as discontinued operations.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents

The Company considers all highly liquid debt instruments with original maturities of three months or less to be cash equivalents. There are no cash equivalents as of September 30, 2005.

Use of Estimates

The preparation of financial statements in conformity with general accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Revenue Recognition

The Company recognizes revenue when

- o Persuasive evidence of an arrangement exists
- o Shipment has occurred
- o Price is fixed or determinable, and
- o Collectability is reasonably assured

Basic Earnings Per Share

Basic income per common share is computed by dividing the net income by the weighted average number of shares of common stock outstanding during the year.

Diluted Earnings Per Share

Diluted earnings per share reflect the potential dilution that could occur if dilutive securities (stock options and stock warrants) to issue common stock were exercised or converted into common stock that then shared in the earnings of the Company.

Stock Compensation

The Company has adopted Statement of Financial Accounting Standards No. 123 ("SFAS 123"), "Accounting for Stock-Based Compensation." SFAS 123 encourages the use of a fair-value-based method of accounting for stock-based awards, under which the fair value of stock options is determined on the date of grant and expensed over the vesting period. Under SFAS 123, companies may, however, measure compensation costs for those plans using the method prescribed by Accounting Principles Board Opinion No. 25 ("APB No. 25"), "Accounting for Stock Issued to Employees." Companies that apply APB No. 25 are required to include pro forma disclosures of net earnings and earnings per share as if the fair-value-based method of accounting had been applied. The Company elected to account for such plans under the provisions of APB No. 25. The Company accounts for stock options granted to consultants under SFAS 123.

Had the compensation expense for the stock option plan been determined based on the fair value of the options at the grant date consistent with the methodology prescribed under Statement of Financial Standards No. 123, "Accounting for Stock Based Compensation," at September 30, the Company's net income and earnings per share would have been effected to the pro forma amounts indicated below:

	September 30, 2005
Net Income	
As reported	\$ 1,198,927
	=====
Pro forma	\$ 1,198,927
	=====
Earnings per share	
As reported	\$ 0.27
	=====
Pro forma	\$ 0.27
	=====

All but 55,000 options expired 30 days after January 28, 2005, the effective date of the sale of substantially all of our operating assets.

NOTE 3 - GOING CONCERN

The Company's condensed financial statements have been prepared assuming that the Company will continue as a going concern. The Company has ceased its Health and Nutrition business effective January 28th, 2005. The Company is currently exploring its options which may include acquiring or otherwise entering into a new business or merging with an as yet unidentified company or companies.

On October 15, 2004, the Company filed for protection under Chapter 11 of the United States Bankruptcy Code. The Company has operated under the Chapter 11 guidelines since October 15, 2004 and under a plan of reorganization filed by the Company. The effective date of the Company's plan of reorganization was January 28, 2005.

There remains substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustments to reflect the possible effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the outcome of this uncertainty.

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NOTE 4 - EQUITY
- - - - -

During the nine months ended September 30, 2005, 300,000 share of common stock were issued to the Company's chief executive officer as per his employment agreement. These shares were valued at \$0.04 per share of common stock and the Company recorded compensation expense of \$12,000.

On March 3, 2005, the Company issued 320,000 shares of common stock to the Company's chief executive officer in recognition of performance. These shares were valued at \$0.10 per share and the Company recorded compensation expense of \$32,000.

On March 3, 2005, the Company entered in to a consulting contract with a consultant and issued 100,000 shares of common stock as part of this contract. These shares were valued at \$0.10 per share of common stock and \$10,000 was recorded as compensation expense.

On September 21, 2005, the Company entered in to a consulting contract with a consultant and issued 100,000 shares of common stock as part of this contract. These shares were valued at \$0.08 per share of common stock and \$8,000 was recorded as compensation expense.

NOTE 5 - LEGAL MATTERS
- - - - -

We were involved in litigation with J.C. Herbert Bryant, III, a former officer, director and one of our shareholders, and KMS-Thin Tab 100, Inc., which was settled in September 2002. As part of the settlement, we entered into a distribution agreement with Mr. Bryant, beginning on September 26, 2002 and ending on September 25, 2007, permitting Mr. Bryant to purchase certain products from us and to exclusively distribute those products in Florida from Orlando south. In October 2003, we terminated the distribution agreement with KMS based on KMS's breach of material terms of the agreement. On December 1, 2003, we filed suit against KMS-Thin Tab 100, Inc. in the Palm Beach County Circuit Court (Case No. 2003CA012757XXCDAN) for breach of contract, trademark infringement and for a declaration of rights that the distribution agreement is terminated and of no further force and effect. KMS answered the complaint and filed its own counterclaim for fraud in the inducement, trademark infringement, dilution and fraudulent misrepresentation; the fraud-based counterclaims were dismissed with prejudice by the Court on summary judgment. KMS subsequently amended its counterclaim to allege a breach of contract under the distribution agreement. In January 2005, the State Court in Florida ruled that neither party should prevail, and rejected a request for attorney's fees by KMS-Thin Tab 100 Inc., thus adjudicating the matter. KMS-Thin Tab 100 Inc. subsequently filed a notice of appeal.

Subsequently, on July 29, 2005, the 4th District Court of Appeals granted the Company's motion to dismiss the appeal by KMS-Thin Tab 100 Inc.

The Company is not aware of any other outstanding litigation.

NOTE 6- ACCOUNTING PRONOUNCEMENT
- - - - -

SFAS No. 154, Accounting Changes and Error Corrections, was issued in May 2005 and replaces APB Opinion No. 20 and SFAS No. 3. SFAS No. 154 requires retrospective application for voluntary changes in accounting principle in most instances and is required to be applied to all accounting changes made in fiscal years beginning after December 15, 2005. The Company's expected April 1, 2006 adoption of SFAS No. 154 is not expected to have a material impact on the Company's consolidated financial condition or results of operations.

NOTE 7-SUBSEQUENT EVENTS

On August 4, 2005, the shareholders approved an amendment to the Company's Articles of Incorporation which increased the total number of authorized shares of the Company to 160,000,000 shares, consisting of (i) 150,000,000 shares of common stock and (ii) 10,000,000 shares of "blank check" preferred stock.

GALES INDUSTRIES INCORPORATED
UNAUDITED FINANCIAL STATEMENTS
SEPTEMBER 30, 2005 AND 2004

GALES INDUSTRIES INCORPORATED

Balance Sheet
September 30, 2005

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 84,331
Gunn Allen Receivable	25,000
Deferred Acquisition Costs	446,494

TOTAL CURRENT ASSETS	\$555,821

PROPERTY, PLANT, AND EQUIPMENT - NET	\$ --

DEFERRED CHARGES AND OTHER ASSETS
Goodwill

TOTAL DEFERRED CHARGES AND OTHER ASSETS	\$ --

TOTAL ASSETS	\$555,825
	=====

GALES INDUSTRIES INCORPORATED

Balance Sheet
September 30, 2005

LIABILITIES AND
STOCKHOLDERS' EQUITY

CURRENT LIABILITIES	
Accounts Payable	\$383,319
Interest Payable	3,093
Advance Payment - Customer	--
Notes Payable - PNC	--

TOTAL CURRENT LIABILITIES	\$386,412

LONG-TERM LIABILITIES	
Notes Payable - Bridge Loan	172,500

TOTAL LONG-TERM LIABILITIES	\$172,500

TOTAL LIABILITIES	\$558,912

STOCKHOLDERS' EQUITY	
Common Stock (Bridge)	
Capital Stock - Gales	7
Capital Stock - Gales Preferred	
Capital Stock - Ashlin	--
Additional Paid-In Capital	
Preferred Stock	--
Retained Earnings	(3,093)
Less: Treasury Stock at Cost	

TOTAL STOCKHOLDERS' EQUITY	\$ (3,087)

COMMITMENTS AND CONTINGENCIES	
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$555,825
	=====

GALES INDUSTRIES INCORPORATED

Statement of Operations

September 30, 2005

(Unaudited)

NET INCOME FROM SALES	\$ --

COST OF GOODS SOLD	\$ --

GROSS PROFIT	\$ --
OTHER INCOME	--

TOTAL INCOME	\$ --

EXPENSES	
Selling	\$ --
General and Administrative	
Interest and Amortization	3,093
Franchise Tax	--

TOTAL EXPENSES	\$ 3,093

NET LOSS	\$ (3,093)
	=====

Note 1 - Organization and General

Gales Industries Incorporated (the "Company") was formed and incorporated in October 2004. The Company has conducted no operations to date. In connection with its acquisition of Air Industries Machining, Corp., and merger with Ashlin Development Corporation, the Company has incurred certain related costs. The Company has deferred capitalized costs of approximately \$446,490 (unaudited) of such costs at September 30, 2005. The Stock Purchase Agreement with Air Industries and its owners was executed on July 25, 2005. The acquisition is to be funded from the proceeds of a private placement of the Company's convertible preferred stock. The Company intends, immediately prior to the acquisition of Air Industries, to amend its certificate of incorporation to authorize 100,000,000 shares of common stock and 1,000,000 shares of preferred stock. The Company intends to denominate 900 shares of such preferred stock as Series A Convertible Preferred Stock and to issue such shares in the proposed private placement. The Company further intends to reserve 45,000,000 shares of its common stock for issuance upon conversion of the shares of Series A Convertible Preferred Stock issued in its private placement, inclusive of shares of common stock issuable upon conversion of shares of preferred stock issued as interest on the shares of Convertible Preferred Stock.

The Company maintains its books and records on the accrual basis of accounting.

Common stock was issued to the Company's founders and principals at nominal values, which approximated management's assessment of the fair values of such securities at the date of issuance. At that time, the Company had conducted no business and the probability of consummating an acquisition could not be predicted with any degree of certainty.

The financial statements as of and for the nine months ended September 30, 2005 are unaudited; however in the opinion of management all adjustments (consisting solely of normal recurring adjustments) necessary for a fair presentation of the financial statements for the interim period have been made.

Bridge Financings

In February 2005, the Company received \$22,500 from an investor (the "Initial Bridge"), and, in connection therewith, issued to the investor a 12% convertible bridge note (the "Initial Note") in such principal amount. The principal amount of the Initial Note, and the 12% interest accruing thereon, must be paid by the first anniversary of the issuance of the Initial Note. The Initial Note may be converted at any time at the option of the holder into shares of common stock, in general, at a conversion price equal to 50% of the purchase price to be paid by investors in the Company's anticipated private placement, and the conversion price applicable to the Initial Note is \$0.11 per share. The Initial Note provides that, if the Company issues shares of capital stock at a price per share lower than the conversion price of the Initial Note, the conversion price of the Initial Note will be reduced to such lower price per share. Although the Initial Note is unsecured, the Initial Note provides that,

in the event of default by the Company or an insolvency or similar proceeding involving the Company, all sums due on the Initial Note will be paid before any payment is made upon any other indebtedness of the Company. The investor may elect to receive interest on the Initial Note in shares of common stock rather than cash and, in such event, the conversion price applicable to the Initial Note would be used to determine the number of shares issuable to the investor. In connection with the Initial Note, the Company also issued to the investor five-year warrants (the "Initial Warrants") to purchase the number of shares of common stock (409,091) equal to 200% of the number of shares issuable upon conversion of the Initial Note, exercisable in general at the price per share equal to 50% of the conversion price of the Initial Note. The Initial Warrants allow for cashless exercise.

In August 2005, the Company received \$45,000 from investors (the "\$45,000 Financing") and, in connection therewith, issued to such investors 12% convertible bridge notes (the "\$45,000 Bridge Notes") in such aggregate principal amount. The \$45,000 Bridge Notes are repayable on the earlier of the first anniversary of their issuance or the completion by the Company of an equity or debt financing resulting in gross proceeds of at least \$5.5 million. The \$45,000 Bridge Notes will become payable upon completion of the Company's anticipated private placement but the holders of the \$45,000 Bridge Notes may elect to convert the Notes on such date into shares of common stock, in general, at a price of \$0.22 per share. The \$45,000 Bridge Notes are convertible into 204,545 shares of common stock. In connection with each of the \$45,000 Bridge Notes, the Company also issued to the investors warrants ("\$45,000 Bridge Warrants") to purchase the number of shares of common stock equal to the number of shares into which such \$45,000 Bridge Note can be converted, exercisable at \$0.22 per share. The \$45,000 Bridge Warrants allow for cashless exercise and have weighted-average anti-dilution protection with respect to the exercise price. Mr. Stephen Nagler, the Company's secretary and one of the Company's directors, invested \$10,000 in the \$45,000 Financing.

In September 2005, the Company received \$105,000 from investors (the "\$105,000 Financing") and, in connection therewith, issued to such investors 12% bridge notes (the "\$105,000 Bridge Notes") in such aggregate principal amount. The \$105,000 Bridge Notes are repayable on the earlier of the first anniversary of issuance or the completion by the Company of an equity or debt financing resulting in gross proceeds of at least \$5.5 million. The \$105,000 Bridge Notes are not convertible into Common Stock. The \$105,000 Bridge Notes will become payable upon completion of the Minimum Offering. In connection with the \$105,000 Bridge Notes, the Company also issued to the investors warrants ("\$105,000 Bridge Warrants") to purchase an aggregate of 477,273 of shares of Common Stock at a price of \$0.22 per share. The \$105,000 Bridge Warrants allow for cashless exercise and have weighted-average anti-dilution protection with respect to the exercise price.

UNAUDITED PRO FORMA FINANCIAL STATEMENTS

On November 30, 2005, Gales Industries Incorporated ("Gales Industries") acquired (the "Acquisition") all of the outstanding shares of Air Industries Machining, Corp. ("AIM"). Concurrent with the Acquisition, Gales Industries consummated a merger with Ashlin Development Corporation (the "Merger"). As a result of the Merger, Ashlin exchanged 10,999,381 shares of its common stock and 900 shares of its series A Preferred Stock for all of the issued and outstanding shares of the common stock and preferred stock of Gales Industries. Pursuant to the Merger, AIM became an indirect wholly-owned subsidiary of Ashlin.

As a result of the Merger, the former stockholders of Gales Industries became the controlling stockholders of the Company. Prior to the Acquisition and the Merger, neither Ashlin nor Gales Industries had substantial assets. Accordingly, the Acquisition and the Merger have been treated as a reverse acquisition under the purchase method of accounting.

The following unaudited pro forma statements of income combine the historical statements of income of AIM, Ashlin and Gales Industries for the nine-months ended September 30, 2005 and year ended December 31, 2004, giving effect to the Merger and the Acquisition as if they had occurred on January 1, 2004.

We are providing this information to aid you in your analysis of the financial aspects of the Merger and the Acquisition. The unaudited pro forma financial statements contained herein should be read in conjunction with the historical financial statements of AIM, Ashlin and Gales Industries and the related notes thereto. The unaudited pro forma information is not necessarily indicative of the financial position or results of operations that may have actually occurred had the Merger and the Acquisition taken place on the dates noted, or the future financial position or operating results of the combined company.

COMBINED ENTITIES
UNAUDITED PRO FORMA
FINANCIAL STATEMENTS

SEPTEMBER 30, 2005 AND DECEMBER 31, 2004

Consolidated Pro Forma Balance Sheet

ASSETS	UNADJUSTED SEPTEMBER 30, 2005	Adjustments	CONSOLIDATED SEPTEMBER 30, 2005
CURRENT ASSETS			
Cash and Cash Equivalents - See Contra	\$ 262,385	241,449 (a)	\$ 20,936
Accounts Receivable	2,269,778	--	2,269,778.00
Inventory	11,784,369	(250,000) (l)	12,034,369.00
Advanced Rental	--	--	--
Prepaid Expenses	76,709	--	76,709.00
Other Current Assets	5,364	500	4,864.00
Lease Assignment Receivable	--	--	--
Miscellaneous Receivables	--	--	--
Deposits	--	--	--
Advances to Affiliates	--	--	--
	-----		-----
TOTAL CURRENT ASSETS	\$ 14,398,605		\$ 14,406,656
	-----		-----
PROPERTY, PLANT AND EQUIPMENT			
Land	\$ 134,922	(955,627) (c)	\$ 1,090,549
Building	3,173,070	(98,697) (c)	3,271,767
Plant	--	--	--
Machinery and Equipment	8,541,083	(1,733,494) (d)	10,274,577
Tools and Instruments	279,803	--	279,803
Leasehold Improvements	505,171	505,171 (e)	--
Automotive Equipment	290,083	--	290,083
Furniture and Fixtures	872,112	--	872,112
	-----		-----
Less: Accumulated Depreciation	\$ 13,796,244	1,489,315 (f)	\$ 16,078,891
	9,802,833		(8,313,518)
	-----		-----
PROPERTY, PLANT, AND EQUIPMENT - NET	\$ 3,993,411		\$ 7,765,373
	-----		-----
DEFERRED CHARGES AND OTHER ASSETS			
Security Deposits	\$ 34,522	(6,600)	\$ 41,122
Cash Value Officer's Life	52,334	--	52,334
Unamortized Finance Costs	109,959	(326,077) (g)	436,036
Due From Gunn Allen	--	(25,000) (h)	25,000
Investment in Air	--	--	--
Stock Subscription Receivable	--	(1,565)	1,565
Advances to Affiliates	--	--	--
Goodwill	--	(1,738,766) (b)	1,738,766
	-----		-----
TOTAL DEFERRED CHARGES AND OTHER ASSETS	\$ 196,815		\$ 2,294,823
	-----		-----
TOTAL ASSETS	\$ 18,588,831	(7,796,345)	\$ 24,466,852
	=====		=====

See accompanying notes to pro forma financial statements.

Consolidated Pro Forma Balance Sheet

LIABILITIES AND STOCKHOLDERS' EQUITY	UNADJUSTED SEPTEMBER 30, 2005	Adjustments	CONSOLIDATED SEPTEMBER 30, 2005
CURRENT LIABILITIES			
Accounts Payable	\$ 3,926,603	(287,085) (i)	\$ 3,639,518
Advance Payment - Customer	667,772	--	667,772
Mortgage Payable - Current	72,000	(4,884)	67,116
Notes Payable - PNC	--	380,004 (j)(n)	380,004
Lease Payable - Equipment	413,300	(67,116)	346,184
Notes Payable - Banks	5,180,000	(5,180,000) (r)	--
Notes Payable - Insurance	--	31,567	31,567
Accrued Operating Expenses	589,550	1,091,662 (k)	1,681,212
	-----		-----
TOTAL CURRENT LIABILITIES	\$ 10,849,225	--	6,813,373
	-----		-----
LONG-TERM LIABILITIES			
Advances From Shareholders	\$ 363,323	(363,323) (m)	\$ --
Term Loan - Real Estate	--	3,119,996 (n)	3,119,996
Notes Payable - PNC	--	5,731,507 (o)	5,731,507
Mortgage Payable	1,169,813	(1,169,813) (x)	--
Obligations under Capital Lease - Long Term	912,078	(9,845)	902,233
Notes Payable - Bridge Loan	--	150,000 (p)	150,000
Notes Payable - Sellers	--	1,627,262 (q)	1,627,262
Notes Payable - Equipment	--	9,845	9,845
	-----		-----
TOTAL LONG-TERM LIABILITIES	\$ 2,445,214	--	11,540,843
	-----		-----
TOTAL LIABILITIES	\$ 13,294,439		18,354,216
	-----		-----
MINORITY INTEREST	429,285	(429,285)	
STOCKHOLDERS' EQUITY			
Capital Stock - 200 Shares Authorized No Par Value, 95 Shares Issued	\$ 32,223	(32,223) (s)	\$ --
Common Stock - 7,480,757 Shares @ \$.0001 per share	--	--	--
Common Stock (Bridge)	--	--	--
Capital Stock - Gales	--	110 (t)	110
Capital Stock - Gales Preferred	--	1	1
Capital Stock - Ashlin	--	--	--
Additional Paid-In Capital	182,628	5,994,258 (u)	6,166,886
Retained Earnings	4,746,256	(4,800,617) (v)	(54,361)
Less: Treasury Stock at Cost	(96,000)	96,000 (w)	--
	-----		-----
TOTAL STOCKHOLDERS' EQUITY	\$ 4,865,107	--	6,112,636
	-----		-----
COMMITMENTS AND CONTINGENCIES			--
			--
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 18,588,831		\$ 24,466,852
	=====		=====

See accompanying notes to pro forma financial statements.

Notes to Pro Forma Combined Balance Sheet

- (a) Represents the effect of banking arrangements calling for cash receipts to be applied to revolving loan balance.
- (b) Represents the goodwill resulting from the excess of the purchase price paid for the stock of AIM after adjusting the value of the assets acquired and liabilities assumed to reflect the purchase price.
- (c) Represents the purchase price of the company's corporate campus pursuant to the Real Estate Purchase Agreements with DDPR Realty Corp. and KPK Realty Corp.
- (d) Represents an increase in the value of the Company's machinery to reflect an appraisal conducted as of November 30, 2005.
- (e) Represents the elimination of the value ascribed to leasehold improvements as a result of the acquisition of the Company's corporate campus.
- (f) Represents the impact of including the two real estate companies in the preacquisition numbers and the post acquisition write-down of leasehold improvements partially offset by the revaluation of equipment.
- (g) Represents an adjustment to finance costs as a result of the costs incurred in connection with the loan from PNC Bank.
- (h) Represents an adjustment to reflect the credit due from Gunn Allen as a result of the prepayment of a portion of its placement fee.
- (i) Represents a reduction in accounts payable as a result of the application of a portion of the proceeds of the new bank loan to certain accrued expenses.
- (j) Represents the portion of the amounts borrowed from PNC Bank payable within 12 months.
- (k) Represents the accrual for certain expenses including legal and accounting related to the acquisition of AIM and the merger with Ashlin.
- (l) Represents the post acquisition revaluation of raw material.
- (m) Represents the payment of notes due from AIM to certain of its officers.
- (n) Represents amounts borrowed to acquire real estate.
- (o) Represents amounts borrowed to satisfy the old notes payable to banks and a portion of the purchase price of the real estate.
- (p) Represents amounts borrowed by Gales prior to the acquisition of AIM
- (q) Represents notes issued to shareholders of AIM as part of the purchase price for AIM.
- (r) Represents the repayment of the loan due from AIM to Citibank, N.A.
- (s) Represents the elimination of shares held by former shareholders of AIM.
- (t) Represents the issuance of shares of Gales Industries.
- (u) Represents the excess of amounts paid over par value for shares of Gales Industries, including the net amount received upon issuance of preferred shares.
- (v) Represents elimination of retained earnings of AIM.
- (w) Represents elimination of amounts allocated to shares held in treasury by AIM.
- (x) Represents mortgages paid in full when real estate was purchased at closing.

Pro Forma Statement of Income
(Unaudited)

	UNADJUSTED YEAR ENDED DECEMBER 31, 2004	ADJUSTMENTS	CONSOLIDATED YEAR ENDED DECEMBER 31, 2004
NET SALES	\$ 24,818,333		\$ 24,818,333
COST OF SALES	\$ 21,400,878 -----	(57,608) (a)	\$ 21,343,270 -----
GROSS PROFIT	\$ 3,417,455		\$ 3,475,063
OTHER INCOME	2,573 -----		2,573 -----
TOTAL INCOME	\$ 3,420,028 -----	57,608	\$ 3,477,636 -----
EXPENSES			
Selling	\$ 321,727	--	\$ 321,727
General and Administrative	1,356,809	333,409 (b)	1,690,218
Interest Expense	505,425 -----	149,884 (c)	655,309 -----
TOTAL OPERATING EXPENSES	\$ 2,183,961 -----	483,293	\$ 2,667,254 -----
INCOME BEFORE MINORITY INTEREST IN NET INCOME	\$ 1,236,067	(425,685)	\$ 810,382
LESS: MINORITY INTEREST IN NET INCOME	\$ 131,552 -----		\$ -- -----
NET INCOME BEFORE INCOME TAXES	\$ 1,104,515	(294,133)	\$ 810,382
INCOME TAXES	441,806 -----	117,653	324,153 -----
NET INCOME	\$ 662,709 =====	(176,480)	\$ 486,229 =====

See accompanying notes to pro forma financial statements.

Pro Forma Statement of Income
(Unaudited)

	UNADJUSTED NINE MONTHS ENDED SEPTEMBER 30, 2005	ADJUSTMENTS	CONSOLIDATED NINE MONTHS ENDED SEPTEMBER 30, 2005
NET SALES	\$ 21,851,532		\$ 21,851,532
COST OF SALES	\$ 18,858,898	-74,545 (d)	\$ 18,784,353
	-----		-----
GROSS PROFIT	\$ 2,992,634		\$ 3,067,179
OTHER INCOME	152		152
	-----		-----
TOTAL INCOME	\$ 2,992,786	74,545	\$ 3,067,331
	-----		-----
EXPENSES			
Selling	\$ 244,125	--	\$ 244,125
General and Administrative	1,251,203	59,292 (e)	1,310,495
Interest Expense	490,975	84,834 (c)	575,809
	-----		-----
TOTAL OPERATING EXPENSES	\$ 1,986,303	144,126	\$ 2,130,429
	-----		-----
INCOME BEFORE MINORITY INTEREST IN NET INCOME	\$ 1,006,483	(69,581)	\$ 936,902
LESS: MINORITY INTEREST IN NET INCOME	\$ 57,384		\$ --
	-----		-----
NET INCOME BEFORE INCOME TAXES	\$ 949,099	-12,197	\$ 936,902
INCOME TAXES	379,640	4,879	374,761
	-----		-----
NET INCOME	\$ 569,459	-7,318	\$ 562,141
	=====		=====

See accompanying notes to pro forma financial statements.

Notes to Pro Forma Statements of Income and Retained Earnings

- (a) Represents the combined net impact on manufacturing overhead of the following:
 - (i) An increase in depreciation and amortization expense reflecting the increase in the carrying value of the Company's machinery and equipment, and
 - (ii) A reduction in indirect payroll expense as a result of the elimination of an allocable portion of the salary and related payroll expenses resulting from the termination of Luis Peragallo, Jorge Peragallo and George Kfoury, partially offset by the inclusion of an allocable portion of the salary and related payroll expenses as a result of the employment of Louis Giusto, Michael Gales and a reallocation of the salaries of Dario Peragallo and Peter Rettaliata and the engagement of George Kfoury as a consultant.
- (b) Represents the combined net impact on general and administrative expenses of the following:
 - (i) Inclusion of \$118,536 in expense for options and warrants pursuant to the requirements of FASB 123, and
 - (ii) An increase in overhead as a result of the elimination of salary and related payroll expenses as a result of the termination of Luis Peragallo, Jorge Peragallo and George Kfoury, partially offset by the inclusion of an allocable portion of the salary and related payroll expenses as a result of the employment of Louis Giusto, Michael Gales and a reallocation of the salaries of Dario Peragallo and Peter Rettaliata and the engagement of George Kfoury as a consultant.
- (c) Represents the increase in interest expense and the amortization of costs associated with the increase in bank debt partially offset by the reduction in interest rates.
- (d) Represents the combined net impact on manufacturing overhead of the following:
 - (i) An increase in depreciation and amortization expense reflecting the increase in the carrying value of the Company's machinery and equipment, and
 - (ii) A reduction in indirect payroll expense as a result of the elimination of an allocable portion of the salary and related payroll expenses resulting from the termination of Luis Peragallo, Jorge Peragallo and George Kfoury, partially offset by the inclusion of an allocable portion of the salary and related payroll expenses as a result of the employment of Louis Giusto, Michael Gales and a reallocation of the salaries of Dario Peragallo and Peter Rettaliata and the engagement of George Kfoury as a consultant.
- (e) Represents the combined net impact on general and administrative expenses of the following:

- (i) Inclusion of \$56,243 in expense directly related to the company's management option program pursuant to FASB 123, and
 - (ii) An increase in overhead as a result of the elimination of salary and related payroll expenses as a result of the termination of Luis Peragallo, Jorge Peragallo and George Kfoury, partially offset by the inclusion of an allocable portion of the salary and related payroll expenses as a result of the employment of Louis Giusto, Michael Gales and a reallocation of the salaries of Dario Peragallo and Peter Rettaliata and the engagement of George Kfoury as a consultant.
 - (iii) Elimination of premiums in the amount of \$45,022 on life insurance policies on former shareholders of the Company that have been sold or terminated.
- (f) Represents the increase in interest expense and the amortization of costs associated with the increase in bank debt partially offset by the reduction in interest rates.

You should rely only on the information contained in or incorporated by reference in this prospectus. We have not authorized anyone to provide you with different information. Offers of these securities are not being made in any state where the offer is not permitted. You should not assume that the information contained in or incorporated by reference in this prospectus is accurate as of any date other than the date of the document in which it is contained.

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PART II: INFORMATION NOT REQUIRED IN PROSPECTUS

Item 24. Indemnification Of Directors And Officers

Pursuant to Article VII of our By-Laws, we have agreed to indemnify our officers, directors, employees and agents to the fullest extent permitted by the laws of Florida, as amended from time to time.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to Directors, Officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

Item 25. Other Expenses Of Issuance And Distribution

Our expenses in connection with the issuance and distribution of the securities being registered, other than the underwriting discount, are estimated as follows:

SEC Registration Fee	\$ 3,300
Legal Fees and Expenses	\$ 50,000
Accountants' Fees and Expenses	\$ 50,000
Miscellaneous Expenses	\$ 10,000
Total	\$113,300

Item 26. Recent Sales Of Unregistered Securities

Shares Issued By Gales Industries Prior to the Merger:

As of October 28, 2004, immediately after its incorporation, Gales Industries issued 4,401,219 shares of its common stock to its founder and Executive Chairman and 3,404,538 shares of its common stock to its Vice Chairman pursuant to subscriptions for such shares by such individuals. As of the same date, four of our directors subscribed for 100,000 shares each of Gales Industries common stock. As of the same date, Gales Industries issued 150,000 shares of its common stock to a law firm and 100,000 shares of its common stock to another law firm pursuant to their subscription for shares. As of the same date, Gales Industries issued in the name of a consultant 250,000 shares of its common stock pursuant to its subscription for such number of shares. The subscription price for the shares described in this paragraph was \$.00001 per share.

Gales Industries entered into an Investment Banking/Advisory Agreement ("Atlas Agreement"), dated as of January 11, 2005, with Atlas Capital Services, LLC ("Atlas"). The Atlas Agreement provided that Atlas would receive newly issued shares equal to 4% of a publicly-held company introduced by Atlas to Gales Industries, provided that Gales Industries enters into a reverse merger transaction with such company. Immediately prior to the closing of the Merger, Gales Industries issued to various designees of Atlas an aggregate of 1,477,230 shares of its common stock in satisfaction of such obligation to Atlas.

In connection with the Acquisition of AIM, Gales Industries issued \$332,631 principal amount convertible note to each of Mr. Rettaliata and D. Peragallo. As a result of the Merger, each such convertible note is convertible into shares of Common Stock at the conversion price of \$0.40 per share. Also, in

connection with the Acquisition of AIM, Gales Industries issued shares of its common stock which, pursuant to the Merger, have become 253,214 shares of Common Stock in the name of Luis Peragallo, 118,423 shares of Common Stock in the name of Peter Rettaliata and 118,423 shares of Common Stock to Dario Peragallo. See "Certain Relationships and Related Transactions - Transactions Relating to the Acquisition and Other Related Transactions."

In February 2005, Gales Industries, in consideration for an investment of \$22,500 (the "22,500 Financing"), issued to the investor a 12% convertible promissory note in the principal amount of \$22,500 convertible at the price of \$0.11 per share into shares of Common Stock. As of November 30, 2005, the holder of such note converted the principal of, and interest accrued on, such note into 226,334 shares of Common Stock. For no additional consideration, Gales Industries issued a warrant to the investor to purchase 409,091 shares of Common Stock at \$.055 per share.

In August 2005, Gales Industries, in consideration for \$45,000 in aggregate investment (the "\$45,000 Financing"), issued to the investors convertible promissory notes in the aggregate principal amount of \$45,000, convertible at the price of \$0.22 per share of Common Stock. These notes have been repaid. For no additional consideration, Gales Industries issued to such investors warrants to purchase the number of shares of Common Stock equal to the number of shares into which the \$45,000 Notes can be converted (204,545), exercisable at \$0.22 per share. See "Certain Relationships and Related Transactions - Transactions Relating to Gales Industries."

In September 2005, Gales Industries borrowed \$105,000 from investors (the "\$105,000 Financing") and, in connection therewith, issued to such investors warrants to purchase an aggregate of 477,273 of shares of Common Stock at a price of \$0.22 per share. The Placement Agent served as agent in the \$105,000 Financing and received compensation upon the same terms as provided in the Offering, including five-year warrants to purchase 47,728 shares of Common Stock at \$0.22 per share..

As of November 30, 2005, Gales Industries issued to its officers stock options to purchase shares of common stock as follows: 1,250,000 options to Mr. Gales, and 1,200,000 options each to Mr. Giusto, Rettaliata and D. Peragallo. See "Executive Compensation - Employment Agreements."

As of November 30, 2005 and December 15, 2005, Gales Industries issued an aggregate of 900 shares of its convertible preferred stock to investors and five-year warrants to the placement agent on the same terms as described below with respect to the "First Closing" and the "Second Closing".

We believe that the issuances of shares described above were exempt from registration under Section 4(2) of the Securities Act.

Shares Issued by the Company in Connection with the Merger:

As of November 30, 2005, pursuant to the Merger, the shareholders of Gales Industries were issued an aggregate of 10,999,381 shares of our Common Stock by the Company.

Pursuant to the Merger, we issued the following securities as of November 30, 2005 in consideration for the cancellation of the corresponding Gales Industries securities: (i) stock options to four of our executives to purchase in the aggregate 4,850,000 shares of Common Stock (the terms of which are described in the footnotes to the table, "Executive Compensation-Option Grants in Last Fiscal Year", above); (2) a convertible note in the principal amount of \$332,631 to each of Mr. Rettaliata and D. Peragallo, convertible into shares of Common Stock at \$0.40 per share; (3) five-year warrants to the investors in the \$45,000 Financing to purchase an aggregate of 204,545 shares of Common Stock at the exercise price of \$0.22 per share; (5) five-year warrants to the placement

agent for the \$105,000 Financing to purchase 47,728 share of Common Stock at the exercise price of \$0.22 per share; and (6) five-year warrants to the investor in the \$22,500 Financing to purchase 409,091 shares of Common Stock at the exercise price of \$0.055 per share. All of the warrants described in this paragraph provide for "cashless exercise".

As of November 30, 2005, in connection with the Merger, 679.328 shares of Gales Series A Convertible Preferred Stock were exchanged for the same number of shares of Preferred Stock of the Company (the "First Closing"). Each share of Preferred Stock is convertible at \$0.22 per share into 45,455 shares of Common Stock.

Such 679.328 shares of Preferred Stock (not including shares of Preferred Stock issuable as dividends) are convertible into an aggregate of 30,878,855 shares of our Common Stock. On December 15, 2005, we privately issued 220.672 shares of our Preferred Stock to accredited investors (the "Second Closing").

In connection with the Second Closing, the gross purchase price of \$2,206,720 was paid by investors. Together, in the First Closing and the Second Closing, we issued 900 shares of Preferred Stock to investors and the investors paid an aggregate purchase price of \$9,000,000. Our issuances of shares of Preferred Stock to investors in connection with the First Closing and the Second Closing were in exchange for the cancellation of the same number of shares of series A convertible preferred stock of Gales Industries, which merged into our wholly-owned subsidiary as of November 30, 2005. The investors had acquired such shares of Gales Industries preferred stock by paying Gales Industries (and its successor) the aggregate purchase price of \$9,000,000 in connection with Gales' Industries private offering to accredited investors of up to 900 shares of its series A convertible preferred stock, which offering was completed by Gales Industries on the date of the First Closing with respect to 679.328 shares of its preferred stock and on the date of the Second Closing with respect to 220.672 shares of its preferred stock. The terms of our Preferred Stock and Gales Industries series A convertible preferred stock are substantially the same.

The 220.672 shares of Preferred Stock which we issued in the Second Closing (not taking into account additional shares of Preferred Stock issuable to the investors as dividends) are convertible at any time, at the option of the holders, into an aggregate of approximately 10,030,645 shares of our Common Stock (or 45,455 shares of Common Stock for each share of Preferred Stock), and will automatically convert into shares of Common Stock if and when this registration statement, which covers such shares of Common Stock underlying the Preferred Stock, is declared effective and such shares thereby become available for resale under the Securities Act.

In connection with the First Closing and the Second Closing, GunnAllen Financial, Inc. acted as the placement agent and received warrants, exercisable during a five-year term, to purchase the number of shares of Common Stock (4,090,950 shares) equal to 10% of the number of shares of Common Stock into which the Preferred Stock sold in the Offering may be converted. Such warrants have a "cashless exercise" feature and are exercisable at \$0.22 per share.

We believe that the issuances of shares described above were exempt from registration under Section 4(2) of the Securities Act.

Shares Issued by Ashlin Development Corporation Prior to the Merger:

On July 30, 2003, Ashlin issued to two Board members an aggregate of approximately 160,075 shares of Common Stock in return for services performed. The fair value of such shares of Common Stock was recorded as \$24,000 in the aggregate.

During each of the years ended December 31, 2004 and 2003, Ashlin granted options to purchase approximately 40,019 shares of Common Stock to its chief executive officer.

As of January 2005, as part of the Plan of Reorganization, Ashlin issued approximately 240,112 shares of Common Stock to James Brown (who was then its chairman and chief executive officer) upon its emergence from bankruptcy protection. The fair value of such shares was recorded as \$12,000 in the aggregate. In March 2005, Ashlin issued approximately 256,119 shares of Common Stock to Mr. Brown. The fair value of such 256,119 shares was determined to be \$32,000 in the aggregate. On August 13, 2003, Ashlin issued approximately 80,038 shares of Common Stock to Mr. Brown in consideration of his services as a member of its Board of Directors.

In March 2005, Ashlin issued approximately 80,038 shares of Common Stock to Global Business Resources, Inc., a Fort Lauderdale based consulting firm, as partial compensation for services to Ashlin.

As of September 16, 2005, Ashlin issued approximately 80,038 shares of Common Stock to a consultant in return for consulting services.

Other than such sales of shares and the securities issued in connection with the Merger and the Offering described above, during the past three years, we and Gales Industries did not sell any securities which were not registered under the Securities Act. We believe that the issuances in connection with such sales, the Merger and the Offering were exempt from registration under Section 4(2) of the Securities Act.

Item 27. Exhibits

Exhibit Nos.

- - - - -

- 2.1 Debtor's Amended Plan of Reorganization (incorporated by reference to Exhibit 2.1 of Registrant's Form 8-K, filed January 14, 2005).
- 2.2 Merger Agreement, dated as of November 14, 2005, among Gales Industries Incorporated, two of its stockholders, Gales Industries Merger Sub, Inc., and Ashlin Development Corporation (incorporated herein by reference to Exhibit 10.1 of Registrant's Form 8-K report filed November 21, 2005).
- 3.1 Amended and Restated Articles of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 of Registrant's Form 8-K report, filed November 28, 2005).
- 3.2 By-Laws of the Registrant (incorporated by reference to Exhibit 3.2 of the Registrant's registration statement on Form 10-SB, filed on January 31, 2000; Commission File Number 000-29245).
- 3.3 Amendment to the Restated By-Laws of the Registrant dated September 25, 2000 (incorporated by reference to Exhibit 3.3 of the Registrant's annual report on Form 10-KSB, filed on April 16, 2000).
- 3.4 Amendment to the Restated By-Laws of the Registrant dated November 10, 2000 (incorporated by reference to Exhibit 3.4 of the Registrant's annual report on Form 10-KSB, filed on April 16, 2000..
- 4.1 Convertible Promissory Note, dated November 30, 2005, in the amount of \$332,631, from Gales Industries Incorporated (and assumed by the Registrant) to Peter Rettaliata (incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K report, filed December 6, 2005).
- 4.2 Convertible Promissory Note, dated November 30, 2005, in the amount of \$332,631, from Gales Industries Incorporated (and assumed by the Registrant) to Dario Peragallo (incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K report, filed December 6, 2005).
- 4.3 Form of Warrant to be issued by the Registrant to GunnAllen Financial, Inc. after completion of the Offering (incorporated by reference to Exhibit 4.3 of the Registrant's Form 8-K report, filed December 6, 2005).
- 4.4 [Intentionally left blank.]

Exhibit Nos.

- - - - -

- 4.5 Form of Warrant issued by Gales Industries Incorporated (and assumed by the Registrant) to investors in the \$45,000 Bridge Financing in or about August 2005 (incorporated by reference to Exhibit 4.5 of the Registrant's Form 8-K report, filed December 6, 2005.
- 4.6 Form of Warrant issued by Gales Industries Incorporated (and assumed by the Registrant) to investors in the \$105,000 Bridge Financing in or about September, 2005 (incorporated by reference to Exhibit 4.6 of the Registrant's Form 8-K report, filed December 6, 2005.
- 5.1* Opinion of Eaton & Van Winkle, LLP
- 10.1 Asset Purchase Agreement between the Registrant and TeeZee, Inc. dated October 15, 2004 (incorporated by reference of the Registrant's Report of Form 8-K, filed on January 14, 2005.
- 10.2 Stock Purchase Agreement, dated as of July 25, 2005, by and among Gales Industries Incorporated, Air Industries Machining, Corp., Luis Peragallo, Jorge Peragallo, Peter Rettaliata and Dario Peragallo (incorporated by reference to Exhibit 10.2 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.3 Secured Subordinated Promissory Note, dated November 30, 2005, in the amount of \$962,000, from Gales Industries Incorporated (and assumed by the Registrant) to Luis Peragallo (incorporated by reference to Exhibit 10.3 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.4 Security Agreement, dated as of November 30, 2005, by and between Gales Industries Incorporated (and assumed by the Registrant) and Luis Peragallo (incorporated by reference to Exhibit 10.4 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.5 Contract of Sale, dated as of November 7, 2005, by and between DPPR Realty Corp. and Gales Industries Incorporated for the purchase of the property known as 1480 North Clinton Avenue, Bay Shore, NY (incorporated by reference to Exhibit 10.5 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.6 Contract of Sale, dated as of November 7, 2005, by and between KPK Realty Corp. and Gales Industries Incorporated for the purchase of the property known as 1460 North Fifth Avenue and 1479 North Clinton Avenue, Bay Shore, NY (incorporated by reference to Exhibit 10.6 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.7 Employment Agreement, dated as of September 26, 2005, by and between Gales Industries Incorporated (and assumed by the Registrant) and Michael A. Gales (incorporated by reference to Exhibit 10.7 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.8 Employment Agreement, dated as of September 26, 2005, by and between Louis A. Giusto and Gales Industries Incorporated (and assumed by the Registrant) (incorporated by reference to Exhibit 10.8 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.9 Employment Agreement, dated as of September 26, 2005, by and among Gales Industries Incorporated (and assumed by the Registrant), Air Industries Machining, Corp. and Peter D. Rettaliata (incorporated by reference to Exhibit 10.9 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.10 Employment Agreement, dated as of September 26, 2005, by and among Gales Industries Incorporated (and assumed by the Registrant), Air Industries Machining, Corp. and Dario Peragallo (incorporated by reference to Exhibit 10.10 of the Registrant's Form 8-K report, filed December 6, 2005.

Exhibit Nos.

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- 10.11* Form of Placement Agency Agreement, dated as of September 26, 2005, between GunnAllen Financial Inc. and Gales Industries Incorporated (including Amendments No.1 and No.2 thereto, dated October 25, 2005 and November 10, 2005, respectively.
- 10.12 [Intentionally left blank.]
- 10.13 Registrant's 1998 Stock Option Plan (incorporated by reference to Exhibit 10.18 of the Registrant's annual report on Form 10-KSB, filed April 12, 2002.
- 10.14 2005 Stock Incentive Plan of Gales Industries Incorporated (incorporated by reference to Exhibit 10.14 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.15 Stock Option Agreement, dated as of September 26, 2005, by Gales Industries Incorporated (and assumed by the Registrant) with Michael A. Gales (incorporated by reference to Exhibit 10.15 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.16 Stock Option Agreement, dated as of September 26, 2005, by Gales Industries Incorporated (and assumed by the Registrant) with Louis A. Giusto (incorporated by reference to Exhibit 10.16 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.17 Stock Option Agreement, dated as of September 26, 2005, by Gales Industries Incorporated (and assumed by the Registrant) with Peter Rettaliata (incorporated by reference to Exhibit 10.17 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.18 Stock Option Agreement, dated as of September 26, 2005, by Gales Industries Incorporated (and assumed by the Registrant) with Dario Peragallo (incorporated by reference to Exhibit 10.18 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.19 Revolving Credit, Term Loan, Equipment Line and Security Agreement, dated as of November 30, 2005, by and between Air Industries Machining, Corp., PNC Bank, National Association, as Lender, and PNC Bank, National Association, as Agent (incorporated by reference to Exhibit 10.19 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.20 Mortgage and Security Agreement, dated as of November 30, 2005, by and between Air Industries Machining, Corp. and PNC Bank (incorporated by reference to Exhibit 10.20 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.21 Long Term Agreement, dated as of August 18, 2000, between Air Industries Machining, Corp. and Sikorsky Aircraft Corporation (incorporated by reference to Exhibit 10.21 of the Registrant's Form 8-K report, filed December 6, 2005.
- 10.22 Long Term Agreement, dated as of September 7, 2000, between Air Industries Machining, Corp. and Sikorsky Aircraft Corporation (incorporated by reference to Exhibit 10.22 of the Registrant's Form 8-K report, filed December 6, 2005.
- 16.1 Letter of Daszkal Bolton LLP to the Securities and Exchange Commission pursuant to the requirements of Item 304(a)(3) of Regulation S-K (incorporated by reference to Exhibit 16.1 of the Registrant's Form 8-K/A report, filed December 28, 2005.
- 21.1 List of Subsidiaries (incorporated by reference to Exhibit 21.1 of the Registrant's Form 8-K report, filed December 6, 2005.
- 23.1* Consent of Counsel (contained in the opinion annexed as Exhibit 5.1).
- 23.2* Consent of accountants for use of their report.

Numbers with (*) are filed herewith.

Item 28. Undertakings

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

- i. To include any prospectus required by Section 10(a)(3) of the Securities Act;
- ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;
- iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

Insofar as indemnification for liabilities arising under the Act may be permitted to directors, officers and controlling persons of the small business issuer pursuant to the foregoing provisions, or otherwise, the small business issuer has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

In the event that a claim for indemnification against such liabilities (other than the payment by the small business issuer of expenses incurred or paid by a director, officer or controlling person of the small business issuer in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the small business issuer will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

Each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is a part of the registration statement or made in a document incorporated or deemed incorporated by reference

into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements of filing on Form SB-2 and authorized this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Bay Shore, New York on February 6, 2006.

ASHLIN DEVELOPMENT CORPORATION

By: /s/ Michael A. Gales

Michael A. Gales
Executive Chairman

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below under the heading "Signature" constitutes and appoints Michael A. Gales and Louis A. Giusto, or either of them, his true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities to sign any or all amendments to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

In accordance with the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Capacities	Date
/s/ Michael A. Gales ----- Michael A. Gales	Executive Chairman	February 6, 2006
/s/ Louis A. Giusto ----- Louis A. Giusto	Vice Chairman, Chief Financial Officer and Treasurer	February 6, 2006
/s/ Peter D. Rettaliata ----- Peter D. Rettaliata	Director, President and Chief Executive Officer	February 6, 2006

/s/ Dario A. Peragallo Director, Executive Vice
- ----- President February 6, 2006
Dario A. Peragallo

/s/ Seymour G. Siegel Director February 6, 2006
- -----
Seymour G. Siegel

/s/ Rounsevelle W. Schaum Director February 6, 2006
- -----
Rounsevelle W. Schaum

/s/ Ira A. Hunt Jr. Director February 6, 2006
- -----
Ira A. Hunt Jr.

/s/ Stephen M. Nagler Director, Secretary February 6, 2006
- -----
Stephen M. Nagler

/s/ James A. Brown Director February 6, 2006
- -----
James A. Brown

ASHLIN DEVELOPMENT CORPORATION
INDEX OF EXHIBITS FILED WITH REGISTRATION STATEMENT

Exhibit Nos.

- 5.1 Opinion of Eaton & Van Winkle LLP
- 10.11 Form of Placement Agency Agreement, dated as of September 26, 2005, between GunnAllen Financial Inc. and Gales Industries Incorporated (including Amendments No.1 and No.2 thereto, dated October 25, 2005 and November 10, 2005, respectively.
- 23.1 Consent of Counsel (contained in the opinion annexed as Exhibit 5.1)
- 23.2 Consent of accountants for use of their report.

EATON & VAN WINKLE LLP
3 Park Ave, 16th Floor
New York, New York 10016

February 6, 2006

Ashlin Development Corporation
(Name being changed to Gales Industries Incorporated)
1479 North Clinton Avenue
Bay Shore, NY 11706

Re: Registration Statement on Form SB-2

Gentlemen:

We have acted as counsel to Ashlin Development Corporation, a Florida corporation (the "Company"), in connection with the filing of a Registration Statement on Form SB-2 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission"), with respect to the registration under the Securities Act of 1933, as amended (the "Act"), of 60,924,388 shares (the "Shares") of the Company's \$.001 par value per share common stock (the "Common Stock"), of which 49,438,663 shares (the "Underlying Shares") are issuable upon exercise or conversion of warrants, preferred stock or convertible notes.

In our capacity as counsel, we are familiar with the proceedings taken by the Company in connection with the authorization, issuance and sale of the Shares. In addition, in connection with the registration of the foregoing securities, we have reviewed such documents and records as we have deemed necessary to enable us to express an opinion on the matters covered hereby, including, but not limited to, certain agreements relating to the authorization, issuance, registration and sale of such securities and copies of resolutions of the Company's Board of Directors authorizing the issuance of such securities and their registration pursuant to the Registration Statement.

In rendering this opinion, we have (a) assumed (i) the genuineness of all signatures on all documents examined by us, (ii) the authenticity of all documents submitted to us as originals, and (iii) the conformity to original documents of all documents submitted to us as photostatic or conformed copies and the authenticity of the originals of such copies; and (b) relied on (i) certificates of public officials and (ii) as to matters of fact, statements and certificates of officers and representatives of the Company.

Based upon the foregoing, we are of the opinion that the Shares have been validly issued and are fully paid and non-assessable except that the Underlying Shares will be validly issued, fully paid and non-assessable when issued in accordance with the terms of the corresponding warrants, preferred stock or convertible notes, as the case may be.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement. In giving the foregoing consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission thereunder.

Nothing herein shall be deemed to relate to or constitute an opinion concerning any matters not specifically set forth above. The foregoing opinions relate only to matters of the internal law of the State of Florida and Delaware without reference to conflict of laws and to matters of federal law, and we do not purport to express any opinion on the laws of any other jurisdiction. We assume no obligation to supplement this opinion if, after the date hereof, applicable laws change, or we become aware of any facts that might change our opinions, as expressed herein.

The opinion expressed herein may be relied upon by the Company in connection with the registration of the Shares, as contemplated by, and in conformity with, the Registration Statement. With the exception of the foregoing, the opinion expressed herein may not be relied upon by any other person without our prior written consent.

We express no opinion as to compliance with the securities or "blue sky" laws of any state or country in which the Shares are proposed to be offered and sold.

Very truly yours,

Eaton & Van Winkle LLP

CONSENT OF INDEPENDENT ACCOUNTING FIRM

To the Board of Directors
Ashlin Development Corporation
(Name being changed to Gales Industries Incorporated)

We consent to the inclusion in the foregoing Registration Statement on Form SB-2 of (1) our report, dated January 13, 2006, relating to the financial statements of Air Industries Machining, Corp. as of December 31, 2004 and 2003 and for the years ended December 31, 2004 and 2003, and (2) our report, dated January 13, 2006, relating to the financial statements of Air Industries Machining, Corp. as of September 30, 2005 and 2004 and for the nine-month periods ended September 30, 2005 and 2004. We also consent to the reference to our firm under the caption "Experts".

/s/ Bildner & Giannasco, LLP

Bildner & Giannasco, LLP

New York, New York
February 6, 2006

Dated as of September 26, 2005

GunnAllen Financial Inc.
5002 W. Waters Ave
Tampa, Florida 33634

Re: Private Placement Offering

Ladies and Gentlemen:

Gales Industries Incorporated, a Delaware corporation (the "Company" or "GI") proposes to offer (the "Offering") for sale in a private offering pursuant to Section 4(2) and/or Regulation D promulgated under the Securities Act of 1933, as amended (the "Act"), an aggregate of up to \$9,000,000 of units ("Units"), each Unit comprised of (i) ten (10) shares of Series A convertible preferred stock, par value \$.0001 per share ("Preferred Stock") of the Company. The shares of Preferred Stock and Units are sometimes referred to as the "Offering Securities". Sales of the Offering Securities shall be made solely to "Accredited Investors" as defined in Rule 501 promulgated by the Securities and Exchange Commission ("SEC"). This letter agreement shall confirm our agreement concerning GunnAllen Financial, Inc. acting as our exclusive placement agent (the "Placement Agent" or "GAF") in connection with the offer and sale of the Offering Securities in the Offering.

The Company shall prepare and deliver to the Placement Agent copies of a confidential offering memorandum ("Offering Memorandum"), relating to, among other things, the Company, the Offering and the Offering Securities. The Offering Memorandum, including all exhibits and appendices thereto (including, without limitation, the Subscription Agreement and Investor Questionnaire, referred to sometimes as "Subscription Documents") and documents delivered therewith, are referred to herein as the "Disclosure Statement" and shall include any supplements or amendments required thereto in accordance with this Agreement.

1. Appointment of Placement Agent.

On the basis of the representations and warranties contained herein, and subject to the terms and conditions set forth herein, the Company hereby appoints GunnAllen Financial, Inc. as its exclusive Placement Agent and grants to you the exclusive right to offer, as its agent, the Units and the Bridge Offering (as defined in Section 2(h) below) pursuant to the terms of this Agreement. On the basis of such representations and warranties, and subject to such conditions, you hereby accept such appointment and agree to use your reasonable best efforts to secure subscriptions to purchase up to \$9,000,000 of Units in the Offering and the Bridge Offering. The Company understands that, in soliciting purchasers of Units and the Bridge Offering and in assuming its other obligations hereunder, the Placement Agent will be acting solely as agent for the Company, and not as principal, and that the Placement Agent's responsibility is limited to acting on a "reasonable best efforts" basis under the circumstances in attempting to arrange the sale of Units, with no understanding, expressed or implied, of a commitment on the Placement Agent's part to underwrite or purchase the Units or the Bridge Offering.

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2. Terms of the Offering and Bridge Offering.

(a) The Offering shall consist of up to 90 Units of the Company comprised of an aggregate of 900 shares of Preferred Stock. The Offering shall be made on a "best efforts - all or none" basis as to \$6,500,000 of Units (the "Minimum Offering") and on a "best efforts" basis as to an additional \$1,500,000 of Units (the "Maximum Offering"). In addition, the Offering may be expanded at the option of the Placement Agent and the Company by an additional \$1,000,000 of Units. Unless the Minimum Offering is sold, no Units will be sold prior to the expiration of the Offering Period and all subscriptions will be returned to subscribers without interest or deduction.

(b) The terms of the Preferred Stock shall be in form and substance acceptable to the Placement Agent, and shall be substantially in accordance with the terms and conditions contained in Exhibit A annexed hereto.

(c) The Offering shall commence on the date that the Company delivers the Disclosure Statement, in form and substance satisfactory to the Placement Agent and shall expire at 3:00 p.m., New York time, on October 31, 2005 and may be extended for up to one additional 45 day period at the discretion of the Placement Agent; provided, however, the Minimum Offering must be subscribed for prior to 3:00 pm on October 31, 2005. Such period, as same may be so extended, shall hereinafter be referred to as the "Offering Period."

(d) Each prospective investor ("Prospective Investor") who desires to purchase Units shall deliver to the Placement Agent one copy of the Subscription Documents and immediately available funds in the amount necessary to purchase the number of Units such Prospective Investor desires to purchase. The minimum amount of Units purchased by each Prospective Investor shall equal \$100,000 unless lesser subscriptions are accepted mutually by the Placement Agent and the Company. The Placement Agent shall not have any obligation to independently verify the accuracy or completeness of any information contained in any Disclosure Statement or the authenticity, sufficiency, or validity of any check delivered by any Prospective Investor in payment for Units.

(e) The Placement Agent and the Company shall establish a

non-interest bearing escrow account (the "Escrow Account") with Signature Bank of New York (the "Escrow Agent"), at the cost of the Company. The Placement Agent shall deliver each check (or cause each wire of funds or funds transfers) received from a Prospective Investor to the Escrow Agent for deposit in the Escrow Account in accordance with applicable rules of the National Association of Securities Dealers, Inc. ("NASD") and shall deliver the executed copies of the Subscription Documents received from such Prospective Investor to the

Company. The Company shall notify the Placement Agent promptly of the acceptance or rejection or any subscription. In the event that the Company determines to reject a subscription, it shall have a valid business or legal purpose in rejecting such subscription. No funds shall be released from the escrow account except upon written authorization of both parties.

(f) If subscriptions for the Minimum Offering are not received from Prospective Investors prior to October 31, 2005 and accepted by the Company and the Placement Agent, the Offering shall be canceled, all funds received and held in the Escrow Account shall be refunded in full to the Prospective Investors without interest or deduction. Assuming that the Minimum Offering is completed on or before October 31, 2005, then additional subscriptions shall be accepted into escrow up to the Maximum Offering (and any additional over subscriptions up to \$1,000,000) and additional closings shall be held from time to time.

(g) You may engage other persons selected by you to assist you in the Offering (each such broker/dealers being hereinafter referred to as a "Selling Group Member") and you may allow such Selling Group Member such part of the compensation and payment of expenses payable to you under Section 6 hereof as you shall determine. Any such Selling Group Member shall be a member firm in good standing as a broker-dealer under the rules of the NASD. The Company hereby makes such representations and warranties to, and covenants and agreements with, any Selling Group Member (including an agreement to indemnify such Selling Group Member on terms substantially similar to Section 17 hereof) as provided herein and each Selling Group Member shall make representations, warranties and covenants to the Company identical to those made by the Placement Agent to the Company in Section 4 hereof and shall agree to indemnify the Company in the manner set forth in Section 17 hereof. The Placement Agent shall indemnify and hold harmless the Company from any and all claims of any selling group member for fees or other compensation. In addition to the foregoing, the Placement Agent hereby agrees that, at no additional cost to the Company, Atlas Capital Services, LLC ("Atlas Capital") (subject to negotiation between GAF and Atlas Capital of a mutually acceptable selling agent agreement) shall have the right to participate as a selling agent in the Offering with respect to obtaining subscriptions for gross proceeds of up to \$3,000,000 and, in the event that the Placement Agent is unable to secure subscriptions for at least \$6,500,000 in gross proceeds (excluding subscriptions secured by Atlas Capital) on or prior to a date which is 45 days from the date of delivery of the final Disclosure Statement to GAF, Atlas Capital shall have the right to participate as a selling agent in the Offering with respect to such further amount equal to the difference between \$6,500,000 and the amount of subscriptions secured by GAF as of such 45th day.

(h) The Company hereby grants GAF the right to obtain subscribers for an offering of promissory notes and warrants prior to the commencement of the Offering ("Bridge Offering") in order to provide the Company with operating funds pending the initial Closing of the Offering. The principal amount of the notes shall not exceed \$105,000, and the notes shall be repayable in full upon the earlier of (i) one year from the date of issuance or (ii) within five (5) days of the initial Closing of the Offering. The notes shall be convertible at the option of the holder into shares of Common Stock at a conversion price equal to \$0.22. In addition, the investors in the Bridge Offering shall have the right, at their option, to subscribe in the Offering by utilizing the principal amount of the notes for the subscription price in the Offering. The warrants to

be issued to the Bridge Offering investor shall have an exercise price of \$0.22 per share, and shall be exercisable for a period of five years from the date of issue, and shall provide for piggyback registration rights for any registration statement filed by the Company as contemplated for investors in the Offering. GAF shall be entitled to receive compensation for the Bridge Offering in an amount and of the same nature as provided in Section 5 below, which amounts shall be paid at closing of the Bridge Offering.

3. Interim Closings/Final Closing

(a) Subject to the conditions set forth in Section 8 hereof, if subscriptions for the Minimum Offering have been received in escrow prior to the expiration of the Offering Period and accepted by the Company, a closing under this Agreement (the "Initial Closing") shall be held at the offices of counsel to the Placement Agent, or such other place as the parties may agree, as soon as practicable following the date upon which the Placement Agent and the Company confirm in writing to each other that subscriptions for the Minimum Offering have been accepted or at such other place, time, or date as the Company and you shall agree upon. The date upon which the Initial Closing is held shall hereinafter be referred to as the "Initial Closing Date."

(b) At any time prior to the expiration of the Offering Period following the Initial Closing and after receipt in escrow and acceptance by the Company of subscriptions for the sale of additional Units in increments of at least \$500,000 ("Interim Closing Amount") or such other amounts as may be agreed upon from time to time up to the Maximum Offering, one or more closings (each an "Interim Closing") shall take place in the manner herein set forth with respect to the Initial Closing. In the event that the Offering Period expires prior to receipt in escrow and acceptance by the Company of an Interim Closing Amount, a final closing shall be held at such time regardless of the amount then held in escrow. The final Interim Closing to be held in accordance herewith shall be deemed the "Final Closing" and the date thereof shall be the "Final Closing Date". References herein to a "Closing" shall mean the Initial Closing, any Interim Closing or the Final Closing, as the context requires, and the date thereof shall be referred to as a "Closing Date."

4. Representation, Warranties and Covenants of the Placement Agent

The Placement Agent represent, warrants and covenants to the Company as follows:

(a) The Placement Agent is duly formed and validly existing and in good standing under the laws of its State of formation.

(b) The Placement Agent is, and at the time of each Closing will be, a member in good standing of the NASD.

(c) Sales of Units by the Placement Agent will only be made in such jurisdictions in which the Placement Agent or a Selling Group Member is a registered broker-dealer or where an applicable exemption from such registration exists.

(d) Offers and sales of Units by the Placement Agent will be made only in accordance with this Placement Agreement and in compliance with the provisions of Regulation D and/or Section 4(2) of the Securities Act (it being understood and agreed that the Placement Agent shall be entitled to rely upon the information and statements provided by the Prospective Investor in the Subscription Documents), and the Placement Agent will furnish to each Prospective Investor a copy of the Disclosure Statement prior to accepting any subscription for the Units.

5. Compensation

(a) If subscriptions for the Minimum Offering are received in escrow prior to the expiration of the Offering Period and accepted by the Company, you shall be entitled, on each Closing Date, as compensation for your services as Placement Agent under this Agreement, to selling commissions equal to 6 % and a management fee of 4% of the gross proceeds received by the Company from the sale of the Units effected at each Closing. In addition, the Placement Agent will receive a non-accountable expense allowance equal to 2% of the gross proceeds of the Offering. Such amounts may be deducted by GAF out of the funds received from the sale of the Units and deposited in the Escrow Account, on each Closing Date.

(b) In addition to the cash compensation payable pursuant to clause (a) above, the Placement Agent shall be entitled to receive common stock purchase warrants to purchase an aggregate of 10% ("Agent Warrants") of the shares underlying the Preferred Stock sold in the Offering. The exercise price shall be equal to \$0.22 per share. The Agent Warrants shall include provisions for "cashless exercise", be exercisable for term five years from the final closing date of the Offering and contain registration rights similar to those granted to investors in the Offering. The Agent Warrants shall otherwise be in form and substance acceptable to the Placement Agent.

6. Representations and Warranties of the Company

(a) The Company represents and warrants to, and agrees with, the Placement Agent that:

(i) Assuming the accuracy of the representations and warranties of the Prospective Investors set forth in the Subscription Documents and the representations and warranties of the Placement Agent set forth herein, the Disclosure Statement (a) contains, and at all times during the period from the date hereof to and including each Closing Date, will contain all information required to be contained therein, if any, pursuant to Regulation D and all applicable federal and/or state securities and "blue sky" laws, and (b) does not, and during such period will not, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein in light of the circumstances made therein not misleading. Each contract, agreement, instrument, lease, license, or other document required to be described in the Disclosure Statement shall be, and have been, accurately described therein.

(ii) No information provided by the Company to Prospective Investors in addition to the Disclosure Statement shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein in light of circumstances made therein not misleading.

(iii) All offers and sales by the Company of any of its Securities prior to the date hereof have been in compliance with all federal and state securities laws.

(iv) The Company is, and at all times during the period from the date hereof to and including each Closing Date will be, a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, with full corporate power and authority, and has obtained all necessary consents, authorizations, approvals, orders, licenses, certificates, and permits and declarations of and from, and has made filings with, all foreign, federal, state and local authorities, to own, lease, license, and use its properties and assets and to conduct its business as presently conducted as described in the Disclosure Statement and/or in any such case where the failure to have any of the foregoing would not have a material adverse effect on the Company's presently conducted business. As of the date hereof, the Company is, and at all times during the period from the date hereof to and including each Closing Date, duly qualified to do business and is in good standing in every jurisdiction in which its ownership, leasing, licensing, or use of property and assets or the conduct of its business makes such qualification necessary except where the failure to be so qualified would not have a material adverse effect on the Company's business.

(v) The Company shall have at each Closing an authorized capitalization consisting of (A) 100,000,000 shares of Common Stock, \$.0001 par value and (ii) 1,000,000 shares of preferred stock, par value \$.0001 per share, 1,000 of which have been designated as Series A, and none of which are issued and outstanding as of the date hereof). Each issued and outstanding share of Common Stock and preferred stock is duly authorized, validly issued, fully paid, and non-assessable, without any personal liability attaching to the ownership thereof solely by being such a holder, and has not been issued and is not owned or held in violation of any preemptive rights of stockholders. Other than as described in the Disclosure Statement, there is no commitment, plan, or arrangement to issue, and no outstanding option, warrant, or other right calling for the issuance of, any share of capital stock of the Company or any security or other instrument which by its terms is convertible into, exercisable for, or exchangeable for capital stock of the Company. There is outstanding no security or other instrument which by its terms is convertible into or exchangeable for any class of capital stock of the Company, except as may be properly described in the Disclosure Statement.

(vi) As of the date hereof there is no, and as of each Closing Date shall not be any, litigation, arbitration, claim, governmental or other proceeding (formal or informal), or investigation pending or to the Company's knowledge threatened, with respect to the Company, or its respective operations, businesses, properties, or assets, except as properly described in the Disclosure Statement or such as individually or in the aggregate do not now have and will not in the future have a material adverse effect upon the operations, business, properties, or assets of the Company. The Company is not, nor as of each Closing Date shall be, in violation of, or in default with respect to, any law, rule, regulation, order, judgment, or decree, except as properly described in the Disclosure Statement or such as individually or in the aggregate do not have and will not in the future have a material adverse effect upon the operations, business, properties, or assets of the Company; nor is the Company required to take any action in order to avoid any such violation or default.

(vii) As of the date hereof, the Company has, and at all times during the period from the date hereof to and including the Final Closing Date, shall have, good and marketable title in fee simple absolute to all real properties and good title to all other properties and assets which the Disclosure Statement indicate are owned by it, free and clear of all liens other than liens for taxes not yet due and payable, charges, pledges, mortgages, security interests, and encumbrances, except as may be properly described in the Disclosure Statement or such as in the aggregate do not now have and will not in the future have a material adverse effect (individually or in aggregate) upon the financial condition, results of operations, business, properties, or assets of the Company.

(viii) As of the date hereof, the Company is not, and at all times during the period from the date hereof to and including the Final Closing Date, shall not be, in violation or breach of, or in default with respect to complying with any material provision of any material contract, agreement, instrument, lease, license, arrangement, other than any such violation or breach which would not have, individually or in the aggregate, a material adverse effect on the Company's business, and each such contract, agreement, instrument, lease, license, arrangement, and understanding is in full force and effect and is the legal, valid, and binding obligation of the parties thereto enforceable as to them in accordance with its terms. The Company enjoys peaceful and undisturbed possession under all leases and licenses under which it is operating as of the date hereof. Except as disclosed in the Disclosure Statement or as contemplated under Section 7(i) hereof, as of the date hereof, the Company is not a party to or bound by any contract, agreement, instrument, lease, license, arrangement, or understanding, or subject to any charter or other restriction, which has had or may in the future have a material adverse effect on the financial condition, results of operations, business, properties, assets, liabilities, or future prospects of the Company. The Company is not in violation or breach of, or in default with respect to, any term of its Certificate of Incorporation or By-Laws.

(ix) There is no right under any patent, patent application, trademark, trademark application, trade name, service mark, copyright, franchise, or other intangible property or asset (all of the foregoing being herein called "Intangibles") necessary to the business of the Company as presently conducted, except as disclosed in the Disclosure Statement. To the knowledge of the Company, there is no Intangible of others which has had or may in the future have a materially adverse effect on the financial condition, results of operations, business, properties, assets, liabilities, or future prospects of the Company.

(x) To its best knowledge, the Company has not infringed, is infringing, or has received notice of infringement with respect to asserted Intangibles of others. To the best knowledge of the Company, none of the patents, patent applications, trademarks, service marks, trade names and copyrights, and licenses and rights to the foregoing presently owned or held by the Company, materially infringe upon any like right of any other person or entity. The Company (i) owns or has the right to use, free and clear of all liens, charges, claims, encumbrances, pledges, security interests, defects or other restrictions of any kind whatsoever, sufficient patents, trademarks, service marks, trade names, copyrights, licenses and right with respect to the foregoing, to conduct its business as presently conducted except as set forth in the Disclosure Statement, and (ii) except as set forth in the Disclosure Statement, is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant to, any patent, trademark, service mark, trade name, copyright, know-how, technology or other intangible asset, with respect to the use thereof or in connection with the conduct of its business as now conducted or otherwise. The Company has direct ownership of title to all its intellectual property (including all United States and foreign patent applications and patents), other proprietary rights, confidential information and know-how; owns all the rights to its Intangibles as are currently used in or have potential for use in its business.

(xi) The Company has all requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby. All necessary corporate proceedings of the Company have been duly taken to authorize the execution, delivery, and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly authorized, executed, and delivered by the Company, is a legal, valid, and binding obligation of the Company, and is enforceable as to the Company in accordance with its terms. Assuming the accuracy of the representations and warranties of the Prospective Investors set forth in the Offering Memorandums and Subscription Documents and the representations and warranties of the Placement Agent set forth herein, no consent, authorization, approval, order, license, certificate, or permit of or from, or registration, qualification, declaration, or filing with, any federal, state, local, foreign, or other governmental authority or any court or other tribunal is required by the Company for the execution, delivery, or performance by the Company of this Agreement, the consummation of the transactions contemplated hereby and thereby, and such consents, authorizations, approvals, registrations, and qualifications as may be required under all applicable federal and/or securities or "blue sky" laws in connection with the issuance, sale, and delivery of the Units pursuant to this Agreement.

(xii) No consent of any party to any material contract, agreement, instrument, lease, license, arrangement, or understanding to which the Company is a party, or to which any of its properties or assets are subject, is required for the execution, delivery, or performance of this Agreement, and the consummation of the transactions contemplated hereby and thereby, and such execution, delivery and performance will not violate, result in a breach of, conflict with, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or call a default under any such

contract, agreement, instrument, lease, license, arrangement, or understanding, violate or result in a breach of any term of the certificate of incorporation or by-laws of the Company, or assuming the accuracy of the representations and warranties of the Prospective Investors set forth in the Disclosure Statement and the representations and warranties of the Placement Agent set forth herein, violate, result in a breach of, or conflict with any law, rule, regulation, order, judgment, or decree binding on the Company or to which any of its operations, businesses, properties, or assets are subject.

(xiii) The Offering Securities shall conform to all statements relating thereto as contained in the Disclosure Statement. The Securities, when issued and delivered to the Prospective Investor pursuant to the terms of this Agreement, shall be duly authorized, validly issued, fully paid and nonassessable, without any personal liability attaching to the ownership thereof solely by being such holder and shall not have been issued in violation of any preemptive rights of stockholders.

(xiv) Except and to the extent described in or referred to in the Disclosure Statement (i) no holders of any securities of the Company or of any options, warrants or other convertible or exchangeable securities of the Company have the right to include any securities issued by the Company on any registration statement to be filed by the Company or to require the Company to file a registration statement under the Securities Act of 1933, as amended, and (ii) no person or entity holds any anti-dilution or pre-emptive rights with respect to any securities of the Company.

(xv) During the period commencing on the date hereof and ending on the Final Closing Date, the Company shall not, without prior notice to and consent of the Placement Agent: (A) issue any securities or incur any liability or obligation, primary or contingent, for borrowed money; (B) except as described under Section 7(i) hereof, enter into any transaction not in the ordinary course of business; or (C) declare or pay any dividend on its capital stock.

(xvi) Neither the Company nor any of its officers, directors, or affiliates, has engaged or will engage, directly or indirectly, in any act or activity that may jeopardize the status of the offering and sale of the Units as an exempt transaction under the Act or under all applicable federal and/or state securities or "blue sky" laws of any jurisdiction in which the Units may be offered or sold.

(xvii) All contracts, agreements, licenses and leases described in the Disclosure Statement have been accurately described and all material terms are contained in such description.

(xviii) The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(xix) Subsequent to the dates as of which information is given in the Offering Memorandum through the Closing Date, and except as may otherwise be properly described in the Offering Documents, (A) the Company has not, except in the ordinary course of business, incurred any liability or obligation, primary or contingent, for borrowed money, (B) there has not been any material change in the capital stock short-term debt or long-term debt of the Company, (C) the Company has not purchased any of its outstanding capital stock nor declared or paid any dividend or distribution of any kind on its capital stock, (D) the Company has not sustained any material loss or interference with its businesses or properties from fire, flood, hurricane, accident or other calamity, whether or not covered by insurance, or from any labor dispute or any legal or governmental proceeding, and (E) there has not been any material adverse change or any development which the Company reasonably believes could result in a prospective material adverse change, in the financial condition results of operations, business, properties, assets, liabilities or future prospects of the Company.

(xx) To the knowledge of the Company after reasonable investigation, during the past five years, none of the current officers or directors of the Company have been:

(a) The subject of a petition under the federal bankruptcy laws or any state insolvency law filed by or against them, or by a receiver, fiscal agent or similar officer appointed by a court for their business or property, or any partnership in which any or them was a general partner at or within two years before the time of such filing, or any corporation or business association of which any of them was an executive officer at or within two years before the time of such filing;

(b) Convicted in a criminal proceeding or a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);

(c) The subject of any order, judgment, or decree not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining any of them from, or otherwise limiting, any of the following activities:

(i) acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the Commodity Futures Trading Commission, or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with any such activity;

(ii) engaging in any type of business practice; or

(iii) engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of federal or state securities law or federal commodity laws.

(d) the subject of any order, judgment or decree, not subsequently reversed, suspended or vacated of any federal or state authority barring, suspending or otherwise limiting for more than sixty (60) days their right to engage in any activity described in paragraph (c)(i) above, or be associated with persons engaged in any such activity;

(e) found by any court of competent jurisdiction in a civil action or by the Securities and Exchange Commission to have violated any federal or state securities law, and the judgment in such civil action or finding by the Commission has not been subsequently reversed, suspended or vacated; or

(f) found by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any federal commodities law, and the judgment in such civil action or finding by the Commodity Futures Trading Commission has not been subsequently reversed, suspended or vacated.

(g) found by a court or an administrative agency to have or is alleged to have violated any foreign securities laws.

(xxi) Except as disclosed in the Disclosure Documents, there are no claims, payments, issuances, arrangements or understandings, whether oral or written, for services in the nature of a consultant's, finder's or origination fee with respect to the sale of the Securities other than to GAF or a selling agent retained by GAF.

(xxii) All prior offerings of the Company's securities complied in all respects with the Securities Act and the rules and regulations promulgated thereunder and all applicable Blue Sky laws. To its knowledge, no person owning securities of the Company is entitled to a right to require rescission of the securities held by such person. The Company has not, directly or indirectly, solicited any offer to buy or offered to sell any Securities or any other securities of the Company during the twelve-month period ending on the date hereof which offer to buy or offer to sell would be integrated with the Offering contemplated hereunder.

7. Covenants of the Company

The Company covenants that it will:

(a) Notify you immediately, and confirm such notice in writing, (i) when any event shall have occurred during the period commencing on the date hereof and ending on the Final Closing Date, as a result of which the Disclosure Statement would include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (ii) of the receipt of any notification with respect to the modification, rescission, withdrawal, or suspension of the qualification or registration of the Units, or of an exemption from such registration or qualification, in any jurisdiction. The Company will use its best efforts to prevent the issuance of any such modification, rescission, withdrawal, or suspension and if you so request, to obtain the lifting thereof as promptly as possible.

(b) Not make any supplement or amendment to the Disclosure Statement unless such supplement or amendment complies with the requirements of the Act and Regulation D and the applicable federal and/or state securities and "blue sky" laws and unless you shall have approved of such supplement or amendment in writing. If, at any time during the period commencing on the date hereof and ending on the Final Closing Date, any event shall have occurred as a result of which the Disclosure Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or if, in the opinion of counsel to the Company or counsel to the Placement Agent, it is necessary at any time to supplement or amend the Disclosure Statement to comply with the Act, Regulation D, or any applicable securities or "blue sky" laws, the Company will promptly prepare an appropriate supplement or amendment (in form and substance satisfactory to you) which will correct such statement or omission or which will effect such compliance.

(c) Deliver without charge to the Placement Agent such number of copies of the Disclosure Statement and any supplement or amendment thereto as may reasonably be requested by the Placement Agent.

(d) Cooperate with counsel to the Placement agent to qualify the offer and sale of the Securities for an exemption from registration under the securities or "blue sky" laws of such jurisdictions as GAF may reasonably request; provided, however, that the Company will not be obligated to qualify to do business as a dealer in securities in any jurisdiction in which it is not so qualified. The Company will not consummate any sale of its securities in any jurisdiction or in any manner in which such sale may not be lawfully made; in this regard the Company shall be entitled to rely on the representations of Prospective Investors in the Subscription Documents.

(e) At all times during the period commencing on the date hereof and ending on the Final Closing Date, provide to each Prospective Investor or his Purchaser Representative (as defined in Regulation 501), if any, on request, such information (in addition to that contained in the Disclosure Statement) concerning the Offering, the Company and any other relevant matters, as it possesses or can acquire without unreasonable effort or expense, and to extend to each Prospective Investor or his Purchaser Representative, if any, the opportunity to ask questions of, and receive answers from executives of the Company concerning the terms and conditions of the Offering and the business of

the Company and to obtain any other additional information, to the extent it possesses the same or can acquire it without reasonable effort or expense, as such Prospective Investor or Purchaser Representative may consider necessary in making an informed investment decision or in order to verify the accuracy of the information furnished to such Prospective Investor or Purchaser Representative, as the case may be.

(f) Disclose to each Prospective Investor, in writing, any material relationship between such Prospective Investor's Purchaser Representative, if any, or its affiliates, on the one hand, and the Company or its affiliates, on the other hand, which, to the knowledge of the Company, then exists or is understood to be contemplated or has existed at any time during the previous two years and any compensation received or to be received as a result of such relationship.

(g) Apply the net proceeds from the sale of the Units as set forth in the Disclosure Statement.

(h) Not, during the period commencing on the date hereof and ending on the Final Closing Date, issue any press release or other communication, or hold any press conference with respect to the Company, its financial condition, results of operations, business, properties, assets, or liabilities, or the Offering, without the Placement Agent's prior written consent, except as required by applicable securities laws.

(i) During the period commencing on the date hereof and ending on the Initial Closing Date, provide the Placement Agent and the Prospective Investors with all material information and/or changes ("Updated Information") regarding the terms of (i) the acquisition ("AIM Acquisition") of Air Industries Machining Corp. ("AIM") as set forth in Stock Purchase Agreement dated as of July 25, 2005 among the Company, AIM and the other parties thereto (ii) the execution and delivery of an agreement providing for the merger ("Shell Merger") of the Company with a reporting company under the Securities and Exchange Act of 1934, as amended and the subsequent consummation of the Shell Merger as contemplated under Section 9(f) hereof, and (iii) any credit facility obtained by the Company to provided financing for the AIM Acquisition and related transactions. Prior to the Initial Closing, the Company shall provide each Prospective Investor with a supplement to the Disclosure Statement setting forth in reasonable detail, satisfactory to the Placement Agent and its counsel, the Updated Information.

8. Payment of Expenses

The Company hereby agrees to pay all fees, charges, and expenses incident to the performance by the Company of its obligations hereunder, including, without limitation, all fees, charges, and expenses in connection with: (i) the preparation, printing, filing, distribution, and mailing of the Disclosure Statement and all other documents relating to the Offering, and any supplements or amendments thereto, including the cost of all copies thereof; (ii) the issuance, sale, transfer, and delivery of the Securities, including any transfer or other taxes payable thereon and the fees of any transfer agent or registrar; (iii) the registration or qualification of the or the securing of an exemption therefrom under state or foreign "blue sky" or securities laws, including without limitation, filing fees payable in the jurisdictions in which such registration or qualification or exemption therefrom is sought and disbursements in connection therewith; (iv) filing fees payable to the SEC, if any; (v) the retention of the Escrow Agent, including the fees and expenses of the Escrow Agent for serving as such and the fees and expenses of its counsel, if any; (vi) the costs and expenses of an independent party to complete a credit, criminal and other background due diligence search on the Company's executive officers, which costs and expenses shall not exceed the sum of approximately \$1,500, in the event that the Placement Agent determines such search is necessary and (vi) fees of Placement Agent's counsel in the amount of \$45,000, of which \$5,000 has previously been paid and the remainder shall be paid at the initial closing.

9. Conditions of Placement Agent's Obligations.

The obligations of the Placement Agent pursuant to this Agreement shall be subject, in its discretion, to the continuing accuracy of the representations and warranties of the Company contained herein and in each certificate and document contemplated under this Agreement to be delivered to the Placement Agent, as of the date hereof and as of each Closing Date, with respect to the performance by the Company of its obligations hereunder, and to the following conditions:

(a) At each Closing, the Placement Agent shall have received the favorable opinion of Eaton & Van Winkle LLP, counsel for the Company, dated each Closing Date, addressed to the Placement Agent, and in form and scope satisfactory to counsel for the Placement Agent, to the effect that:

(i) the Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, with full corporate power and authority to own, lease, license, and use its properties and assets and to conduct its business in the manner described in the Disclosure Statement and is duly qualified to do business and is in good standing as a foreign corporation in all jurisdictions where registered, licensing or use of property and assets or the conduct of its business makes such qualification necessary (except where the failure to so qualify would not have a material adverse effect upon the Company or its business);

(ii) the Company has, as of the date hereof, an authorized, and, to such counsel's knowledge, outstanding capitalization as set forth in the Disclosure Statement. No owner of securities of the Company is entitled as a result of the Offering, to pre-emptive rights to acquire securities of the Company under either the general corporation laws of the State of Delaware or

the Certificate of Incorporation of the Company. To the best knowledge of such counsel, there is no commitment, plan, or arrangement to issue, and no outstanding option, warrant, or other right calling for the issuance of, any share of capital stock of the Company or any security or other instrument which by its terms is convertible into, exercisable for, or exchangeable for capital stock of the Company, except as may be properly described in the Disclosure Statement or in this Agreement. To the best knowledge of such counsel, there is outstanding no security or other instrument which by its terms is convertible into or exchangeable for capital stock of the Company, except as may be properly described in the Disclosure Statement;

(iii) to the best knowledge of such counsel, there is no litigation, arbitration, claim, governmental or other proceeding (formal or informal), or investigation pending or threatened with respect to the Company or any of its operations, businesses, properties, or assets except as may be properly described in the Disclosure Statement, in this Agreement or such as individually or in the aggregate do not now have and will not in the future have a material adverse effect upon the operations, business, properties, or assets of the Company or which could materially adversely affect the transactions or other acts contemplated by this Agreement or the validity or enforceability of this Agreement;

(iv) counsel has not received written notice, nor oral communications, that the Company is in violation or breach of, or in default with respect to, complying with any provision of any contract, agreement, instrument, lease, license, arrangement, or understanding known to such counsel and which is material to the business of the Company;

(v) the Company has all requisite corporate power and authority to execute, deliver, and perform this Agreement, and to consummate the transactions contemplated hereby. All necessary corporate proceedings of the Company have been taken to authorize the execution, delivery, and performance by the Company of this Agreement, and the consummation of the transactions contemplated hereby. This Agreement has been duly authorized, executed, and delivered by the Company, is the legal, valid, and binding obligation of the Company, and is enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application now or hereafter in effect relating to or affecting the enforcement of creditors' right generally and the application of general equitable principles in any action, legal or equitable and then except, as to those provisions relating to indemnity or contribution, such opinion shall be limited as effected by any Federal or state securities laws regarding indemnity and/or contribution;

(vi) the Preferred Stock conform to all statements relating thereto contained in the Disclosure Statement. The Preferred Stock shall be validly authorized, validly issued, fully paid, and nonassessable, with no personal liability attaching to the ownership thereof and to such counsel's knowledge shall not have been issued in violation of any preemptive rights of stockholders;

(vii) assuming the accuracy of the representations and warranties of the Proposed Investors set forth in the Subscription Agreement and Investor Questionnaires and the representations and warranties of the Placement Agent set forth herein, the Disclosure Statement (except that no opinion need be expressed as to the financial statements, related schedules, or other financial data contained therein) comply as to form (specifically excluding content and substance) in all material respects with requirements of the Act and the regulations thereunder;

(viii) counsel has not received any written notice, or oral communication, of any modification, rescission, suspension, or withdrawal of registration or qualification of the Units, or of an exemption from such registration or qualification, has been issued and no proceedings for that purpose have been instituted or threatened;

(ix) assuming that (i) the offer and the sale of the Units by the Placement Agent was made in compliance with Regulation D and that the Placement Agent's representations and warranties set forth herein are true and correct, and (ii) that the representations of the Prospective Investors in the Subscription Agreement and Investor Questionnaires signed by them are true and correct (which facts will not be independently verified by such counsel), the sale of Offering Securities in the Offering is exempt from registration under the Securities Act of 1933 and is in compliance with Regulation D and/or Section 4(2) of the Securities Act of 1933;

(x) neither the execution and delivery of this Agreement, the issuance of the Securities, nor compliance with the terms hereof or thereof will (i) conflict with, result in a breach of, or constitute a default under the Articles or Certificate of Incorporation or By-Laws of the Company, or, to the best of such counsel's knowledge, any material contract, instrument, agreement or document to which the Company is a party, or by which the assets or properties of the Company are bound; or (ii) to the best knowledge of such counsel, have any material adverse effect on any permit, certification, registration, approval, consent, license or franchise necessary for the Company to own or lease and operate any of its properties and to conduct its business or the ability of the Company to make use thereof as described in the Disclosure Statement.

In rendering such opinion, counsel for the Company may rely (A) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company; and (B) to the extent they deem proper, upon written statements or certificates of officers of departments of various jurisdictions having custody of documents respecting the corporate existence or good standing of the Company, provided that copies of any such statements or certificates shall be delivered to counsel for the Placement Agent.

(b) On or prior to the Initial Closing Date the Placement Agent shall have been furnished such information, documents, certificates, and opinions as it may reasonably require for the purpose of enabling it to review the matters referred to in Section 7, and in order to evidence the accuracy, completeness, or satisfaction of any of the representations, warranties, covenants, agreements, or conditions herein contained, or as it may otherwise reasonably request.

(c) At each Closing, the Placement Agent shall have received (i) a certificate of the chief executive officer and of the chief financial officer of the Company, dated the applicable Closing Date to the effect that, as of the date of this Agreement and as of the applicable Closing Date the representations and warranties of the Company contained herein were and are accurate, and that as of the Closing Date the obligations to be performed by the Company hereunder on or prior thereto have been fully performed; (ii) such other certificates or documents as are usual and customary for Offerings; and (iii) a certificate stating that the conditions for closing of the AIM Acquisition and Shell Merger have been completed other than payment of the purchase price with respect to each transaction.

(d) All proceedings taken in connection with the issuance, sale, and delivery of the Preferred Stock shall be satisfactory in form and substance to GAF and its counsel.

(e) There shall not have occurred after the date hereof, at any time prior to each Closing: (A) any domestic or international event, act, or occurrence which has materially disrupted, or in your opinion will in the immediate future materially disrupt the securities markets; (B) a general suspension of, or a general limitation on prices for, trading in securities on the Nasdaq Stock Market or the over-the-counter market; (C) any banking moratorium declared by a state or federal authority; (D) any material interruption in the mail service or other means of communication within the United States; (E) any material adverse change in the business, properties, assets, results of operations, or financial condition of the Company; or (F) any change in the market for securities in general or in political, financial, or economic conditions which, in your judgment, makes it inadvisable to proceed with the offering, sale, and delivery of the Units.

Any certificate or other document signed by any officer of the Company and delivered to you or to your counsel at a Closing shall be deemed a representation and warranty by the Company hereunder as to the statements made therein. If any condition to your obligations hereunder has not been fulfilled as and when required to be so fulfilled, you may terminate this Agreement or, if you so elect, in writing waive any such conditions which have not been fulfilled or extend the time for their fulfillment. In the event that you elect to terminate this Agreement, you shall notify the Company of such election in writing. Upon such termination, neither party shall have any further liability or obligation to the other except as provided in Section 11 hereof.

(f) Prior to or concurrent with the Initial Closing Date, the Company shall (i) consummate the AIM Acquisition of AIR Industries Machining Corp., a New York corporation, upon terms acceptable to the Placement Agent and the Prospective Investors; (ii) obtain a credit facility providing for loans in the amount of not less than \$8,000,000 and (iii) consummate the Shell Merger upon terms acceptable to the Placement Agent and the Prospective Investors.

(g) Prior to or concurrent with the Initial Closing Date, the Company shall have obtained the written agreement from all of the holders of bridge notes (as described in the Offering Documents) (other than Atlas) amending their notes to provide for repayment by the Company within five days of the Initial Closing, subject to the right of the holder to convert such notes into Common Stock of the Company at \$0.22 per share.

10. Termination

The agency created hereby shall remain in effect until (i) the completion of the Offering, or (ii) the earlier termination as herein provided. If no Units are sold pursuant to the Offering prior to a date which is 60 days following delivery of the Disclosure Statement, either party may terminate the agency created hereby for any reason upon written notice to the Company. In either case, neither party shall have any liability or continuing obligation to the other except that, regardless of which party elects to terminate, (i) the Company agrees to reimburse GAF for, or otherwise pay and bear, the expenses and fees to be paid and borne by the Company as provided for in paragraph 5 above and to reimburse GAF for the full amount of its actual out-of-pocket expenses (which shall include, without limitation, the reasonable fees and disbursements of GAF's counsel, travel and lodging expenses, mailing, printing and reproduction expenses, and any expenses reasonably incurred by GAF in conducting its due diligence) less amounts previously paid to GAF in reimbursement for such expenses and the advance against the non-accountable expense allowance delivered upon the execution of this Agreement, and (ii) the indemnification provisions in paragraph 12 shall remain in full force and effect.

11. Solicitation Prohibition.

The Company agrees that, for a period of two years from the date hereof, it shall not solicit any offer to buy from or offer to sell to any person introduced to the Company by GAF in connection with the Offering, directly or indirectly, any securities of the Company or of any other entity, or provide the name of any such person to any other securities broker or dealer or selling agent. In the event that the Company or any of its affiliates, directly or indirectly, solicits, offers to buy from or offers to sell to any such person any such securities, or provides the name of any such person to any other securities broker or dealer or selling agent, and such person purchases such securities or purchases securities from any other securities broker or dealer or selling agent, the Company shall pay to GAF an amount in cash equal to 10% of the aggregate purchase price of the securities so purchased by such person, excluding the exercise of warrants issued as a result of the Offering.

12. Indemnification and Contribution

(a) The Company agrees to indemnify and hold harmless the Placement Agent, its officers, directors, partners, employees, agents, and counsel, and each person, if any, who controls the Placement Agent within the meaning of Section 15 of the Act or Section 20(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), against any and all loss, liability, claim, damage, and expense whatsoever (which shall include, for all purposes of this Section 12, but not be limited to, attorneys' fees and any and all expense whatsoever incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever and any and all amounts paid in settlement of any claim or litigation) as and when incurred arising out of, based upon, or in connection with (i) any untrue statement or alleged untrue statement of a material fact contained in the Disclosure Statement or in any document delivered or written statement made pursuant to Section 7(g), or (B) in any application or other document or communication (it being understood that neither the Company nor any officer, director or employee shall provide any information to any Prospective Investor which is not contained in the Disclosure Statement) (in this Section 12 collectively called an "application") executed by or on behalf of the Company or based upon written information furnished by or on behalf of the Company filed in any jurisdiction in order to register or qualify the Units under the "blue sky" or securities laws thereof or in order to secure an exemption from such registration or qualification or filed with the Commission; or any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, unless such statement or omission was made in reliance upon and in conformity with written information furnished to the Company as stated in Section 12(b) with respect to the Placement Agent expressly for inclusion in the Disclosure Statement or in any application, as the case may be; or (ii) any breach of any representation, warranty, covenant, or agreement of the Company contained in this Agreement. The foregoing agreement to indemnify shall be in addition to any liability the Company may otherwise have, including liabilities arising under this Agreement.

If any action is brought against the Placement Agent or any of its officers, directors, partners, employees, agent, or counsel, or any controlling persons of the Placement Agent (an "indemnified party"), in respect of which indemnify may be sought against the Company pursuant to the foregoing paragraph, such indemnified party or parties shall promptly notify the Company (the "Indemnifying party") in writing of the institution of such action (but the failure so to notify shall not relieve the indemnifying party from any liability it may have other than pursuant to this Section 12(a)) and the indemnifying party shall promptly assume the defense of such action, including the employment of counsel (reasonably satisfactory to such indemnified party or parties) and payment of expenses. Such indemnified party shall have the right to employ its own counsel in any such case, but the fees and expense of such counsel shall be at the expense of such indemnified party unless the employment of such counsel shall have been authorized in writing by the indemnifying party in connection with the defense of such action or the indemnifying party shall not have promptly employed counsel satisfactory to such indemnified party or parties to have charge of the defense of such action or such indemnified party or parties shall have reasonably concluded that there may be one or more legal defenses available to it or them or to other indemnified parties which are different from or additional to those available to one or more of the indemnifying parties, in any of which events such fees and expenses of one such counsel shall be borne by the indemnifying party and the indemnifying party shall not have the right to direct the defense of such action on behalf of the indemnified party or parties. Anything in this paragraph to the contrary notwithstanding, the indemnifying party shall not be liable for any settlement of any such claim or action effected without its written consent. The Company agrees promptly to notify the Placement Agent of the commencement of any litigation or proceedings against the Company or any of its officers or directors in connection with the sale of the Units, the Disclosure Statement, or any application.

(b) The Placement Agent agrees to indemnify and hold harmless the Company, its officers, directors, employees, agents, and counsel, and each other person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act, to the same extent as the foregoing indemnity from the Company to the Placement Agent in Section 15(a), with respect to any and all loss, liability, claim, damage, and expense whatsoever (which shall include, for all purposes of this Section 12, but not be limited to, attorneys' fees and any and all expense whatsoever incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever and any and all amounts paid in settlement of any claim or litigation) as and when incurred arising out of, based upon, or in connection with (i) statements or omissions, if any, made in the Disclosure Statement in reliance upon and in conformity with written information furnished to the Company as stated in this Section 12(b) with respect to the Placement Agent expressly for inclusion in the Disclosure Statement, and (ii) the failure of the Placement Agent to comply with the provisions of Section 2(c) hereof or with the "blue sky" or securities laws of the jurisdictions in which the Placement Agent solicits offers to buy or offers to sell any Units or any breach of any representation, warranty, covenant or agreement of the Placement Agent contained in this Agreement. If any action shall be brought against the Company or any other person so indemnified based on the Disclosure Statement and in respect of which indemnity may be sought against the Placement Agent pursuant to this Section 12(b), the Placement Agent shall have the rights and duties given to the indemnifying party, and the Company and each other person so indemnified shall have the rights and duties given to the indemnified parties, by the provisions of Section 12(a).

(c) To provide for just and equitable contribution, if (i) an indemnified party makes a claim for indemnification pursuant to Section 12(a) or 12(b) but it is found in a final judicial determination, not subject to further appeal, that such indemnification may not be enforced in such case, even though this Agreement expressly provides for indemnification in such case, or (ii) any indemnified or indemnifying party seeks contribution under the Act, the Exchange Act, or otherwise, then the Company (including for this purpose any contribution made by or on behalf of any officer, director, employee, agent, or counsel of the Company, or any controlling person of the Company), on the one hand, and the Placement Agent (including for this purpose any contribution by or on behalf of an indemnified party), on the other hand, shall contribute to the losses, liabilities, claims, damages, and expenses whatsoever to which any of them may be subject, in such proportions as are appropriate to reflect the relative benefits received by the Company, on the one hand, and the Placement Agent, on the other hand; provided, however, that if applicable law does not permit such allocation, then other relevant equitable considerations such as the relative fault of the Company and the Placement Agent in connection with the facts which resulted in such losses, liabilities, claims, damages, and expenses shall also be considered. The relative benefits received by the Company, on the one hand, and the Placement Agent, on the other hand, shall be deemed to be in the same proportion as (x) the total proceeds from the Offering (net of compensation payable to the Placement Agent pursuant to Section 5(a) hereof but before deducting expenses) received by the Company, and (y) the compensation received by the Placement Agent pursuant to Section 5(a) hereof.

The relative fault, in the case of an untrue statement, alleged untrue statement, omission, or alleged omission, shall be determined by, among other things, whether such statement, alleged statement, omission, or alleged omission relates to information supplied by the Company or by the Placement Agent, and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement, alleged statement, omission, or alleged omission. The Company and the Placement Agent agree that it would be unjust and inequitable if the respective obligations of the Company and the Placement Agent for contribution were determined by pro rata or per capita allocation of the aggregate losses, liabilities, claims, damages, and expenses or by any other method of allocation that does not reflect the equitable considerations referred to in this Section 12(c). In no case shall the Placement Agent be responsible for a portion of the contribution obligation in excess of the compensation received by it pursuant to Section 5(a) hereof. No person guilty of a fraudulent misrepresentation shall be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation. For purposes of this Section 12(c), each person, if any, who controls the Placement Agent within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act and each officer, director, partner, employee, agent, and counsel of the Placement Agent, shall have the same rights to contribution as the Placement Agent, and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act and each officer, director, employee, agent, and counsel of the Company, shall have the same rights to contribution as the Company, subject in each case to the provisions of this Section 12(c). Anything in this Section 12(c) to the contrary notwithstanding, no party shall be liable for contribution with respect to the settlement of any claim or action effected without its written consent. This Section 12(c) is intended to supersede any right to contribution under the Act, the Exchange Act, or otherwise.

13. Board of Directors.

Upon completion of the Minimum Proceeds and for a period of two years from the final closing, GAF shall have the option to have one person attend meetings of the Board of Directors as a non-voting observer. As a condition to such person participating in GI meetings or otherwise obtaining access to confidential information, such person shall execute a nondisclosure agreement and an agreement to comply with applicable securities laws, which agreement shall be in a form reasonably requested by GI.

14. Right of First Refusal.

The Company agrees that if the Minimum Proceeds are received in the Offering, GAF shall have an irrevocable preferential right for a period of two years from the date the Offering is completed to purchase for its account or to sell for the account of the Company, or any subsidiary of or successor to the Company, any securities of the Company or any such subsidiary or successor which the Company, any such subsidiary or successor may seek to sell through itself, through an underwriter, placement agent or broker-dealer, and whether pursuant to registration under the Act or otherwise. The Company, any such subsidiary or successor will consult GAF with regard to any such offering and will offer GAF the opportunity to purchase or sell any such securities on terms not more favorable to the Company, any such subsidiary or successor than it or they can secure elsewhere. If GAF fails to accept such offer within five(5) business days after the mailing of a notice containing such offer by registered mail addressed to GAF (48 hours in the event the offer covers a sale under Rule 144), then GAF shall have no further claim or right with respect to the financing proposal contained in such notice. If, however, the terms of such proposal are subsequently modified in any material respect, the preferential right referred to herein shall apply to such modified proposal as if the original proposal had not been made. GAF's failure to exercise its preferential right with respect to any particular proposal shall not affect its preferential rights relative to future proposals.

14. Consulting Agreement.

Upon completion of the Minimum Proceeds, GI shall enter into a financial consulting agreement ("Advisory Agreement") with GAF which agreement shall have a term of 18 months and provide for a monthly fee of \$7,500 per month plus out-of pocket expenses which have been approved by the Company. The Advisory Agreement shall provide for early termination of the agreement after the initial six (6) months by the Company upon 30 days written notice. Pursuant to the Advisory Agreement, GAF shall provide advice to the Company with respect to, among other things, business opportunities such as strategic mergers and acquisitions and capital restructuring, if any. GAF shall be entitled, pursuant to the Advisory Agreement, to such fees as may be negotiated by the parties in consideration of services rendered for advising the Company in connection with any particular mergers or acquisition transaction.

15. Representations and Agreements to Survive Delivery

All representations, warranties, covenants, and agreements contained in this Agreement shall be deemed to be representations, warranties, covenants, and agreements at the Closing Date and, such representations, warranties, covenants, and agreements, including the indemnification and contribution agreements contained in Section 12, shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Placement Agent or any indemnified person, or by or on behalf of the Company or any person or entity which is entitled to be indemnified under Section 12(b), and shall survive termination of this Agreement or the issuance, sale, and delivery of the Units. In addition, notwithstanding any election hereunder or any termination of this Agreement, and whether or not the terms of this Agreement are otherwise carried out, the provisions of Sections 11, 12, 13 and 14 shall survive termination of this Agreement and shall not be affected in any way by such election or termination or failure to carry out the terms of this Agreement or any part thereof.

16. Notices

All communications hereunder, except as may be otherwise specifically provided herein, shall be in writing and, shall be mailed, delivered by hand, or sent by overnight courier service, to GunnAllen Financial, Inc. at the address set forth above with a copy to Goldstein Digioia LLP 45 Broadway, 11th Floor, New York, New York 10006 Attention: Brian C. Daughney, Esq.; or if sent to the Company, shall be mailed, delivered or telexed and confirmed by letter, to Gales Industries, Inc. 333 East 66th Street, 9th Floor New York, New York 10021 Attention: Michael A. Gales, Executive Chairman with a copy to Eaton & Van Winkle LLP, 3 Park Avenue, New York, New York 10016 Attn: Vincent J. McGill, Esq. All notices hereunder shall be effective upon delivery to the address above.

17. Parties

This Agreement shall inure solely to the benefit of, and shall be binding upon, the Placement Agent and the Company and the persons and entities referred to in Section 18 who are entitled to indemnification or contribution, and their respective successors, legal representatives, and assigns (which shall not include any purchaser, as such, of Units), and no other person shall have or be construed to have any legal or equitable right remedy, or claim under or in respect of or by virtue of this Agreement or any provision herein contained.

18. Governing Law/Consent to Jurisdiction

(a) This Agreement shall be construed in accordance with the laws of the State of New York, without giving effect to conflict of laws.

(b) The Company (a) agrees that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in New York State Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, (b) waives any objection which the Company may have now or hereafter to the venue of any such suit, action or proceeding, and (c) irrevocably consents to the jurisdiction of the New York State Supreme Court, County of New York and the United States District Court for the Southern District of New York in any such suit, action or proceeding. Each of the Company and the Placement Agent further agrees to accept and acknowledge service of any and all process which may be served in any suit, action or proceeding in the New York State Supreme Court for the Southern District of New York, and agrees that service of process upon the Company mailed by certified mail to the Company's address shall be deemed in every respect effective service of process upon the company in any such suit, action or proceeding. In the event of litigation between the parties arising hereunder, the prevailing party shall be entitled to costs and reasonable attorney's fees.

[signature page is next]

19. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

If the foregoing correctly sets forth the understanding between us, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement among us.

Very truly yours,

GALES INDUSTRIES INCORPORATED

By: /s/ Michael A. Gales

Name: Michael A. Gales

Title: Executive Chairman

Accepted as of the date
first above written:

GUNNALLEN FINANCIAL, INC.

By:

Name:

Title:

Amendment No. 1 to Placement Agency Agreement

This Amendment No. 1 to Placement Agency Agreement is dated as of October 25, 2005 by and between Gales Industries Incorporated, a Delaware corporation (the "Company" or "GI") and GunnAllen Financial, Inc. ("Placement Agent" or "GAF").

Reference is made to the Placement Agency Agreement dated as of September 26, 2005 ("Original Agreement"). The parties hereto desire to amend the Original Agreement upon the terms and conditions contained herein. All terms not otherwise defined herein shall have the meaning ascribed to such term in the Original Agreement.

1. Section 2(c) of the Original Agreement is hereby restated in its entirety to read as follows:

(c) The Offering shall commence on the date that the Company delivers the Disclosure Statement, in form and substance satisfactory to the Placement Agent and shall expire at 3:00 p.m., New York time, on November 14, 2005 and may be extended for up to one additional 45 day period at the discretion of the Placement Agent; provided, however, the Minimum Offering must be subscribed for prior to 3:00 pm on November 14, 2005. Such period, as same may be so extended, shall hereinafter be referred to as the "Offering Period."

2. Section 2(f) of the Original Agreement is hereby restated in its entirety to read as follows:

(f) If subscriptions for the Minimum Offering are not received from Prospective Investors prior to November 14, 2005 and accepted by the Company and the Placement Agent, the Offering shall be canceled, all funds received and held in the Escrow Account shall be refunded in full to the Prospective Investors without interest or deduction. Assuming that the Minimum Offering is completed on or before November 14, 2005, then additional subscriptions shall be accepted into escrow up to the Maximum Offering (and any additional over subscriptions up to \$1,000,000) and additional closings shall be held from time to time.

3. Section 2(g) of the Original Agreement is hereby restated in its entirety to read as follows:

(g) You may engage other persons selected by you to assist you in the Offering (each such broker/dealers being hereinafter referred to as a "Selling Group Member") and you may allow such Selling Group Member such part of the compensation and payment of expenses payable to you under Section 6 hereof as you shall determine. Any such Selling Group Member shall be a member firm in good standing as a broker-dealer under the rules of the NASD. The Company hereby makes such representations and warranties to, and covenants and agreements with, any Selling Group Member (including an agreement to indemnify such Selling Group Member on terms substantially similar to Section 17 hereof) as provided herein and each Selling Group Member shall make representations, warranties and covenants to the Company identical to those made by the Placement Agent to the Company in Section 4 hereof and shall agree to indemnify the Company in the manner set forth in Section 17 hereof. The Placement Agent shall indemnify and hold harmless the Company from any and all claims of any selling group member for fees or other compensation.

4. The Company shall prepare a supplement, in form and substance satisfactory to GAF and their respective counsel, to reflect the terms of this Amendment No.1 to the Original Agreement, and such other matters as the parties shall determine.

5. All other terms and conditions of the Original Agreement shall remain in full force and effect.

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

GALES INDUSTRIES INCORPORATED

By: /s/ Michael A. Gales

Name: Michael A. Gales
Title: Executive Chairman

GUNNALLEN FINANCIAL, INC.

By: _____
Name:
Title:

Amendment No. 2 to Placement Agency Agreement

This Amendment No. 2 to Placement Agency Agreement is dated as of November 10, 2005 by and between Gales Industries Incorporated, a Delaware corporation (the "Company" or "GI") and GunnAllen Financial, Inc. ("Placement Agent" or "GAF").

Reference is made to the Placement Agency Agreement dated as of September 26, 2005, as previously amended ("Original Agreement"). The parties hereto desire to amend the Original Agreement upon the terms and conditions contained herein. All terms not otherwise defined herein shall have the meaning ascribed to such term in the Original Agreement.

1. Section 2(c) of the Original Agreement is hereby restated in its entirety to read as follows:

(c) The Offering shall commence on the date that the Company delivers the Disclosure Statement, in form and substance satisfactory to the Placement Agent and shall expire at 3:00 p.m., New York time, on November 18, 2005 unless extended to November 30, 2005; provided, however, the Minimum Offering must be subscribed for prior to 3:00 pm on November 18, 2005. Such period, as same may be so extended, shall hereinafter be referred to as the "Offering Period."

2. Section 2(f) of the Original Agreement is hereby restated in its entirety to read as follows:

(f) If subscriptions for the Minimum Offering are not received from Prospective Investors prior to November 18, 2005 and accepted by the Company and the Placement Agent, the Offering shall be canceled, all funds received and held in the Escrow Account shall be refunded in full to the Prospective Investors without interest or deduction. Assuming that the Minimum Offering is completed on or before November 18, 2005, then additional subscriptions shall be accepted into escrow up to the Maximum Offering (and any additional over subscriptions up to \$1,000,000) and additional closings shall be held from time to time.

3. The Company shall prepare a supplement, in form and substance satisfactory to GAF and their respective counsel, to reflect the terms of this Amendment No. 2 to the Original Agreement, and such other matters as the parties shall determine.

4. All other terms and conditions of the Original Agreement shall remain in full force and effect.

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

GALES INDUSTRIES INCORPORATED

GUNNALLEN FINANCIAL, INC.

By: /s/ Michael A. Gales

Name: Michael A. Gales
Title: Executive Chairman

By: _____
Name:
Title: