Annex A

AIRSTREAM™

Larry Huttle, Chairman

lhuttle@airstream.com
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phone 937-596-61
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419 W. Pike Street
P.O. Box 629
Jackson Center
OH 45334

November 17, 2005

Mr. Roy B. Bernd, 1st Vice President
Region 10, WBCCI
9101-39 Steilacoom Road S.E.
Olympia, WA 98513-6118
360/459-4342
rnzbernd@comcast.net

Dear Roy:

Airstream grants approval of the use of the Airstream name and the likeness of an Airstream product (with our concurrence) in your logo. Airstream reserves the right to authorize the WBCCI use of its official script, assuring continuity in its name world-wide.

Sincerely,

Larry Huttle
Chairman
LJH/lm
C: Jim Franklin
Cindy Reed

SEE MORE
DO MORE
LIVE MORE

Annex H-1

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A LEGAL PROFESSIONAL ASSOCIATION
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DANIEL A. BENSMAN
DAVID B. SHUFFELTON
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JOHN M. DEEDS
JOSHUA A. KOLTAK

*ALSO ADMITTED IN FLORIDA
**ALSO ADMITTED IN INDIANA

MINSTER, OHIO
(419) 628-3677

FT. LORAMIE OFFICE
31 S. MAIN STREET
P.O. BOX 320
FT. LORAMIE, OHIO 45845
(937) 295-2983
FAX: (937) 295-3633

SENDER'S E-MAIL:
jgarmhausen@fgks-law.com

December 21, 2005

VIA E-MAIL
rnzbernd@comcast.net
Mr. Roy B. Bernd
Chairman, WBCCI Name Selection Committee
9101-39 Steilacoom Road SE
Olympia, WA 98513-6118

VIA E-MAIL
CReed@wbcci.org
Ms. Cindy Reed
WALLY BYAM CARAVAN CLUB
INTERNATIONAL INC.
P.O. Box 612
Jackson Center, OH 45334

Re: WBCCI Name Change

Dear Mr. Bernd and Cindy:

Attached please find a revised draft of the License Agreement between Thor Tech, Inc. and Wally Byam Caravan Club International, Inc.

Pursuant to my discussions with Cindy, paragraphs 3 and 11 have been revised as well as the addition of new paragraph 12.

You will note that we have included a provision expressly permitting the use of the logo and advertising for WBCCI sponsored events as well as on print and electronic materials published by WBCCI chapters to identify themselves as affiliates. Any licensing for merchandise should be completed directly by Thor Tech.

Please review the revised agreement at your convenience and provide me with any additional comments or questions you may have.

Best wishes for a very Merry Christmas and prosperous New Year.

Very truly yours,

s/ John M. Garmhausen

John M. Garmhausen

nce
Attachment

LICENSE AGREEMENT

This Agreement by and between Thor Tech, Inc. ("Thor"), a corporation of Nevada, having an address at 653 South Saginaw Street, Suite 310, Saginaw, Michigan 48502, and Wally Byam Caravan Club International, Inc. ("WBCCI"), a corporation of Ohio, having an address at 803 E. Pike Street, Jackson Center, Ohio 45334, is effective as of the date of signature by both parties hereto.

WHEREAS, Thor is the owner of trademarks comprising the word AIRSTREAM (the "Mark") and the overall appearance, including the configuration, coloring and ornamental features, of AIRSTREAM recreational vehicles (the "Trade Dress") in connection with recreational vehicles and a wide variety of goods, including but not limited to, promotional items; and

WHEREAS, WBCCI desires a license to use the Mark and aspects of the Trade Dress as part of the logo shown in Exhibit A hereto (the "Logo"), as a certification mark, indicating membership in WBCCI for owners of AIRSTREAM brand travel trailers and motor homes; and

WHEREAS, Thor desires to extend the good will associated with the Mark and Trade Dress through a license for use of the Mark and Trade Dress by WBCCI as described above, pursuant to terms insuring the integrity of the Mark and Trade Dress;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Thor hereby conveys to WBCCI a worldwide license to use the Mark and the Trade Dress as part of the Logo, as a certification mark, indicating membership in WBCCI for owners of AIRSTREAM brand travel trailers and motor homes.

2. WBCCI agrees that all use of the Logo will serve to maintain and enhance the value of the Mark and Trade Dress. The parties agree that use of the Logo in a manner consistent with WBCCI's use of the certification mark "WALLY BYAM'S CARAVAN CLUB INTERNATIONAL, INC." (the "WBCCI Logo") up to the date of this Agreement, will satisfy WBCCI's obligations hereunder. Thor may request copies of materials featuring the Logo from time to time, so that it may monitor use of the Logo. In the event that Thor deems any use of the Logo to be beyond the scope of WBCCI's traditional use of its WBCCI

Logo, and therefore inappropriate or contrary to the interests of Thor, or detrimental to the value of the Mark and Trade Dress, it will so notify WBCCI, and WBCCI will take steps to cease such use, or to make such changes to the use as are reasonably requested by Thor.

3. WBCCI agrees to include the following notice on all copies of print publications published by WBCCI that feature the Logo, including but not limited to, newsletters and brochures published by WBCCI:

"AIRSTREAM" is a registered trademark, and the appearance of AIRSTREAM recreational vehicles is proprietary trade dress, used under license.

4. WBCCI agrees that all use of the Mark and Trade Dress shall inure to the benefit of Thor, and agrees to execute all papers reasonably requested by Thor to effect registration of the Mark and Trade Dress in the U.S. and abroad, and to maintain such registrations. WBCCI agrees not to challenge Thor's ownership of the Mark or Trade Dress in connection with any goods or services.

5. This Agreement shall remain in effect for the life of WBCCI's use of the Logo in accordance with the terms presented herein. WBCCI may terminate this Agreement by giving written notice thereof to Thor. Should WBCCI fail to abide by the terms of this Agreement, and the parties fail to reach an agreement for WBCCI's continued use of the Logo, Thor may terminate this Agreement upon thirty (30) days written notice to WBCCI.

6. Upon termination of this Agreement, WBCCI may exhaust then-existing inventories of materials on which the Logo is used over a period of time not to exceed three (3) months. WBCCI will discontinue use of the Logo upon conclusion of this period and will thereafter refrain from use of the Logo, or any other certification mark or trademark confusingly similar to the Mark or Trade Dress.

7. The failure of either party to enforce any right under this Agreement shall not be construed as a waiver of such right.

8. This Agreement shall be governed by the laws of the State of Ohio. If any provision of this Agreement is held invalid, illegal or unenforceable, such provision shall be severed from this Agreement, and this Agreement shall thereafter be construed as if such provision had never been contained herein.

9. This Agreement embodies the entire understanding of the parties as to the subject matter set forth herein, and supersedes all previous oral or written representations, and may be modified only by a written instrument executed by both parties.

10. Nothing contained in this Agreement shall be deemed to create an agency relationship between WBCCI and Thor, and WBCCI is not and will not represent that it is a legal representative or agent of Thor in any manner or for any purpose whatsoever. WBCCI will not have the power to, and shall not purport to, bind Thor in any manner whatsoever.

11. The rights and obligations of the parties as set forth in this Agreement are not assignable except in connection with a transfer of all or substantially all of the assets and goodwill of that portion of the parties' respective businesses to which this Agreement relates. With the exception of uses of the Logo permitted under paragraph 12, WBCCI will not grant any sublicense for use of the Logo, though WBCCI may request that Thor consider a license to one or more third parties to manufacture goods bearing the Logo, or to offer services using the Logo. The grant of any such license shall be within Thor's discretion.

12. WBCCI may permit use of the Logo in advertisements for WBCCI-sponsored events, and on printed or electronic materials published by affiliated chapters of WBCCI, to identify themselves as such. Upon dissolution or disassociation of any affiliated chapter of WBCCI, WBCCI will notify such chapter that it must immediately cease use of the Logo. WBCCI will immediately notify Thor of any unauthorized use of the Logo that comes to its attention, including use by any former WBCCI chapter or member(s) thereof.

13. Any notice to be given to either party to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, with all postage and other charges prepaid, to the party's address as set forth in the preamble to this Agreement, or such other address as may be specified by the party in writing. The date of any such notice mailed in accordance with this provision shall be the date of deposit with the U.S. Postal Service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates hereinafter set forth.

Thor Tech, Inc.

By _____
Its

Date: _____

Wally Byam Caravan Club International, Inc.

By _____
Its

Date: _____