UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-QSB

☒ QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For The Quarterly Period Ended November 30, 2005

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number: 000-33305

FLIGHT SAFETY TECHNOLOGIES, INC.

(Exact name of small business issuer as specified in its charter)

Nevada	95-4863690
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

28 Cottrell Street, Mystic, Connecticut 06355

(Address of principal executive offices)

(860) 245-0191

(Issuer's telephone number)

(Former name, former address and former fiscal year, if changed since last report)

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

The number of shares of common stock outstanding as of January 12, 2006 was 8,215,110 shares.

Transitional Small Business Disclosure Format: Yes ☐ No ☒

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

FLIGHT SAFETY TECHNOLOGIES, INC.
Balance Sheets
as of
November 30, 2005 and May 31, 2005
Unaudited

	November 30, 2005	May 31, 2005
Assets		
Current assets:		
Cash	$ 1,791,681	$ 2,519,837
Contract receivables	829,693	415,617

Investments held to maturity	3,774,286	4,033,759
Investments available for sale at fair value	772,390	835,233
Inventory	108,044	108,044
Other current assets	30,709	51,721
Total current assets	7,306,803	7,964,211
Property and equipment, net of accumulated depreciation of $386,108 and $328,608	211,539	208,562
Other Assets:		
Intangible assets, net of accumulated amortization of $52,687 and $ 47,377	207,413	180,562
Investments held to maturity	500,002	500,002
Other receivables	135,730	330,010
Total Other Assets	843,145	1,010,574
Total Assets	$ 8,361,487	$ 9,183,347

Liabilities and Stockholders' Equity

Current liabilities:		
Accounts payable	$ 567,104	$ 589,313
Accrued expenses	151,988	180,340
Total current liabilities	719,092	769,653
Stockholders' equity:		
Preferred Stock, $0.001 par value, 5,000,000 shares authorized, none issued and outstanding	- ---	- ---
Common stock, $0.001 par value, 50,000,000 shares authorized, 8,331,410 shares issued and outstanding	8,331	8,331
Additional paid-in-capital	13,069,863	13,069,863
Treasury Stock, 116,300 shares at cost	(199,827)	(199,827)
Accumulated other comprehensive loss	(55,991)	(164,023)
Unearned stock compensation	---	(4,769)
Accumulated deficit	(5,179,981)	(4,295,881)
Total stockholders' equity	7,642,395	8,413,694
Total Liabilities and Stockholders' Equity	$ 8,361,487	$ 9,183,347

The accompanying notes are an integral part of these financial statements

FLIGHT SAFETY TECHNOLOGIES, INC.

Statements of Operations and Other Comprehensive Income (Loss)
For the Three and Six Month Periods Ended November 30, 2005 and November 30, 2004
Unaudited

	Three Months 2005	Three Months 2004	Six Months 2005	Six Months 2004
Contract Revenues	$ 1,519,510	$ 437,989	$ 2,737,970	1,873,941
Cost of Revenues	920,438	291,544	1,702,368	1,303,388
Gross Profit	599,072	146,445	1,035,602	570,553
Operating Expenses:				
Research and development	279,729	102,091	678,180	184,646
Selling, general and administrative	602,741	554,155	1,125,481	964,592
Depreciation and amortization	31,405	21,783	62,810	43,566
Total operating expenses	913,875	678,029	1,866,471	1,192,804
Loss from Operations	(314,803)	(531,584)	(830,869)	(622,251)
Other Income (Expense)				
Interest income	68,287	53,642	130,044	101,897
(Loss) on investments available for sale	--	--	(170,875)	--
Loss before provision for income taxes	(246,516)	(477,942)	(871,700)	(520,354)
Provision for income taxes	6,200	6,915	12,400	13,830
Net (Loss)	(252,716)	(484,857)	(884,100)	(534,184)
Other Comprehensive Income (Loss)				
Unrealized gains (loss) on investments	(55,991)	(7,716)	(62,843)	(22,969)
Less reclassified adjustments	--	--	170,875	--
Comprehensive Income (loss)	$(308,707)	$(492,573)	$(776,068)	(557,153)
Net Loss Per Share				
Basic and diluted	$ (.03)	$ (.06)	$ (.11)	$ (.07)
Weighted Average Number of Shares Outstanding				
Basic and diluted	8,215,110	8,215,110	8,215,110	8,215,110

The accompanying notes are an integral part of these financial statements

FLIGHT SAFETY TECHNOLOGIES, INC.

Statements of Changes in Stockholders Equity
For the Six Months Ended November 30, 2005 and November 30, 2004
Unaudited

	Common Stock		Additional Paid - In Capital	Treasury Stock	Accumulated Other Comp. loss	Unearned Stock Compensation	Accumulated Deficit	Stockholders' Equity
	Shares	Amount						
Balance at May 31, 2004	8,331,410	$ 8,331	13,105,863	$ - ---	$ (119,501)	$ (150,733)	$ (2,884,237)	$ 9,959,723
Unearned stock compensation	- --	- --	- --	- --	- --	31,482	- --	31,482
Net proceeds from issuance of common stock	- --	- --	- --	- --	(22,969)	- --	- --	(22,969)
Minority Interest	--	--	--	--	--	--	--	--
Purchase of treasury stock	- --	- --	- --	(199,827)	- --	- --	- --	(199,827)
Net Loss	--	--	--	--	--	--	(534,184)	(534,184)
Balance at November 30, 2004	8,331,410	$ 8,331	$ 13,105,863	$ (199,827)	$ (142,470)	$ (119,251)	$ (3,418,421)	$ 9,234,225
Balance at May 31, 2005	8,331,410	$ 8,331	$ 13,069,863	$ (199,827)	$ (164,023)	$ (4,769)	$ (4,295,881)	$ 8,413,694
Amortization of unearned stock comp.	- --	- --	- --	- --	- --	4,769	- --	4,769
Other comprehensive income (loss)	- --	- --	- --	- --	108,032	- --	- --	108,032
Net loss	--	--	--	--	--	--	(884,100)	(884,100)
Balance at November 30, 2005	8,331,410	$ 8,331	13,069,863	$ (199,827)	$ (55,991)	$ - --	$ (5,179,981)	$ 7,642,395

The accompanying notes are an integral part of these financial statements

FLIGHT SAFETY TECHNOLOGIES, INC.

Statements of Cash Flow
For the Six Months Ended November 30, 2005 and November 30, 2004
Unaudited

	For the Six Months Ended November 30,	
	2005	**2004**
Cash flows from operating activities:		
Net loss	$ (884,100)	$ (534,184)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	62,810	58,930
Non-cash compensation - common stock	4,769	31,482
Loss on investment available for sale	170,875	- --
Accretion of investment discounts	(57,873)	--
Changes in operating assets and liabilities:		
(Increase) decrease in contract receivables	(414,076)	492,690
(Increase) decrease in other receivables	194,280	(286,520)
(Increase) in inventory	--	(108,042)
(Increase) decrease in other current assets and other assets	21,012	1,573
Increase (decrease) in accounts payable and accrued expense	(50,561)	(419,151)
Net cash used in operating activities	(952,864)	(763,222)
Cash flows from investing activities:		
Purchase of held to maturity securities	(8,822,654)	(8,964,760)
Proceeds from maturity of held to maturity securities	9,140,000	9,962,206
Purchases of property and equipment	(60,477)	(57,054)
Payments for patents and other costs	(32,161)	(3,289)
Net cash provided by investing activities	224,708	937,103
Cash flows from financing activities:		
Purchase of treasury stock	--	(199,827)
Net cash used in financing activities	--	(199,827)
Net decrease in cash and cash equivalents	(728,156)	(25,946)
Cash and cash equivalents at beginning of period	2,519,837	2,180,863
Cash and cash equivalents at end of period	$ 1,791,681	$ 2,154,917

FLIGHT SAFETY TECHNOLOGIES, INC.

Notes To The Financial Statements
(Unaudited)
For The Three and Six Months Ended November 30, 2005 and November 30, 2004

Note 1. Summary of Significant Accounting Policies:

Basis of Presentation

These interim financial statements for the three and six months ended November 30, 2005 and November 30, 2004, included herein, have been prepared, without audit, pursuant to the rules and regulations of the SEC. Results for the three and six months ended November 30, 2005 and November 30, 2004 are not necessarily indicative of results for the entire year. In the opinion of management, all adjustments, consisting of normal recurring adjustments, which are necessary for a fair statement of operating results for the interim period have been made. These financial statements do not include all disclosures associated with annual financial statements and, accordingly, should be read in conjunction with our financial statements and related footnotes for the years ended May 31, 2005 and May 31, 2004 which are included in our annual report on Form 10-KSB filed on August 26, 2005.

Certain reclassifications have been made to the prior period financial statements to conform to current period presentation with no effect to the Company's reported net loss or financial position.

Use of Estimates

In preparing financial statements in conformity with generally accepted accounting principles, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the balance sheet date and the reported amounts of revenue and expenses during the reporting period. Material estimates that are particularly susceptible to significant change in the near term relate to the carrying values of other receivables. Actual results could differ from those estimates.

Stock-Based Compensation

The Company accounts for its stock-based compensation using the intrinsic value method provided for under Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB 25") and related interpretations for stock options issued to employees and directors. Under APB 25, compensation expense is recognized over the vesting period to the extent that the fair market value of the underlying stock exceeds the exercise price of the employee stock award on the date of grant. Stock options issued under our stock option plans

generally have no intrinsic value at the grant date, and under APB 25 no compensation cost is recognized for them. Statement of Financial Accounting Standards ("SFAS") No. 123, Accounting for Stock-Based Compensation, establishes a fair-value-based method of accounting for stock-based compensation plans. The Company has adopted the disclosure-only alternative under SFAS No. 123, which requires the disclosure of the pro forma effects on net loss and net loss per share as if the fair value accounting prescribed by SFAS No. 123 had been adopted.

The following table illustrates the effect on net (loss) and net (loss) per share if the Company had applied the fair value recognition provisions of SFAS No. 123 to stock-based employee compensation:

	Three months ended	Six months ended

	November 30, 2005	November 30, 2004	November 30, 2005	November 30, 2004
Net (loss) as reported	$<252,716>	$<484,857>	$<884,100>	$<534,184>
Add: stock-based employee compensation expense included in net income	$ 0	$15,741	$ 4,769	$ 31,482
Deduct: Total stock-based employee compensation expense determined under the fair value based method for all awards	$<30,369>	$<16,735>	$ <63,731>	$ <34,961>
Pro forma net (loss)	$<283,085>	$<485,851>	$ <943,062>	$ <537,663>
Earnings per share:				
Basic and diluted - as reported	$ <.03>	$<.06>	$ <.11>	$ <.07>
Basic and diluted - pro forma	$ <.03>	$<.06>	$ <.11>	$ <.07>

The fair value of each option grant is estimated as of the grant date using the Black-Scholes option pricing model. The following weighted average assumptions were used to value options granted in the Quarter ended August 31, 2005:

Risk-free interest rate	4.00%
Expected dividend yield	None
Expected life of options	10 years
Expected volatility	40%
Weighted-average grant-date fair value	$.51

In December 2004, the Financial Accounting Standards Board issued SFAS No. 123(R), "Share-Based Payment, an Amendment of FASB Statements No. 123 and 95." SFAS No. 123(R) establishes standards for the accounting for transactions in which an entity exchanges its equity instruments for goods or services or incurs liabilities in exchange for goods or services that are based on the fair value of the entity's equity instruments. SFAS No. 123(R) requires public entities to measure the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award (with limited exceptions) and recognize the cost over the period during which an employee is required to provide service in exchange for the award. Adoption requires a modified prospective application whereby compensation expense is recognized on or after the required effective date for the portion of the outstanding awards for which the requisite service has not yet been rendered, based on the grant-date fair value of those awards, calculated on a basis consistent with the SFAS No. 123 pro forma disclosures. The Company will adopt SFAS No. 123 (R) on its effective date, commencing with the quarter beginning June 1, 2006. Actual expense recorded related to these options would be reduced by future forfeitures.

Earnings Per Share

Basic loss per share is computed by dividing net loss by the weighted average number of shares of common stock outstanding during the period. For the three and six month periods ended November 30, 2005 and November 30, 2004, the effect of stock options and warrants was anti-dilutive; therefore, they were not included in the computation of diluted loss per share. The number of shares issuable upon the exercise of outstanding stock options and warrants that were excluded from the computation as their effect would be anti-dilutive were 2,551,800 and 3,073,327 for the six months ended November 30, 2005 and November 30, 2004, respectively.

Cash and Cash Equivalents

Cash represents cash on hand of $122,585 in checking accounts and $1,669,096 in money market accounts as of November 30, 2005. Money market accounts earn interest at approximately 3.56% (per annum).

Inventory

Inventory represents purchasing of long lead SOCRATES® system components to further expand to a thirty-two beam system. Inventory is accounted for at lower of cost or market and on the first-in first-out basis.

Revenue and Cost Recognition

Our contracts with the United States government are cost-reimbursable contracts that provide for a fixed profit percentage applied to our actual costs to complete the work. These contracts are subject to audit and adjustment by our customer, and are subject to cost limitations as provided by the contract.

For these contracts, fee revenue is recorded at the time services are performed based upon actual project costs incurred and include a reimbursement for general, administrative, and overhead costs and the base fee. The general, administrative, and overhead costs are estimated periodically in accordance with government contract accounting regulations and may change based on actual costs incurred subject to approval. Revenue may be adjusted for our estimate of costs that may be categorized as disputed or unallowable as a result of cost overruns or the audit process.

Contracting costs include all direct material, labor and subcontracting costs. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions and estimated profitability and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined. Revenue related to claims is recorded at the lesser of actual costs incurred or the amount expected to realized.

Intangible Assets

Intangible assets consist of patent costs. Amortization expense for the six months ended November 30, 2005 and November 30, 2004 was $5,310 and $5,880 respectively. Amortization expense on average for the next five years is currently expected to be approximately $18,000.

Note 2. Equity Transactions:

During the six months ended November 30, 2005, there were no issuances of common stock. Our last issuance of common stock was February 14, 2004, when 328,600 shares of common stock were issued at a price of $3.00 per share. The total shares issued as of November 30, 2005 were 8,331,410.

During the period from June 2, 2004 to June 17, 2004, we purchased 116,300 shares of our common stock at an average price of $1.71 for a total price of $199,827. The repurchase was authorized in a stock repurchase plan approved by our Board of Directors. Of the 8,331,410 shares of common stock issued to date, 8,215,110 are outstanding as of November 30, 2005.

Note 3. Investments in Marketable Securities:

A summary of investments as of November 30, 2005 is as follows:

Available for Sale	Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Fair Value
Mutual bond funds	$828,381	$ --	$ (55,991)	$772,390
Held to Maturity				
Corporate bonds	$3,774,286	$ 6,562	$ --	$3,780,848
U.S. Government securities	500,002	--	(9,687)	490,315
	$4,274,288	$ 6,562	$ (9,687)	$4,271,163

Contractual maturities of held-to-maturity securities at November 30, 2005 are as follows:

	Carrying Amount
Due in one year or less	$3,774,286
Due in one year or more	500,002
	$4,274,288

In the quarter ended August 31, 2005, the Company recognized an impairment loss of $170,875 related to investments in a mutual bond fund. Despite the narrowing of the gap between the yield on the ten year Treasury note and the Consumer Price Index, the price of the investment did not improve as we had expected. The Company considered the severity and duration of these impairments and determined that they were other than temporary, and therefore, recorded the impairment loss.

For the quarter ended November 30, 2005 the Company reported an unrealized loss of $55,981 related to investments available for sale. The net asset value of the mutual bond fund during the second quarter did not result in a significant loss as compared to the previous quarter. The net asset value of our investment was $910,397 for our quarter ended November 30, 2005 compared to $914,995 for the quarter ended August 31, 2005. The Company has considered the severity and duration of this impairment and considers it to be temporary and anticipates recovery during the quarters ending August 31, 2006 and November 30, 2006.

Note 4. Stock Options:

Options may be granted from time to time for shares of common stock as determined by the Board of Directors, subject to any applicable shareholder approval requirements. The stock options granted to date vest over a period of 36 months. The options are exercisable up to ten years from the date of vesting.

On June 23, 2005, 150,000 options were granted to employees with an exercise price of $3.50, vesting over a 36 month period and are exercisable up to ten years from the date of grant. A summary of our outstanding stock options for the period ended November 30, 2005 is as follows:

	Options Outstanding	Weighted Average Exercise Price
Balance, May 31, 2005	969,621	$ 4.92
Expired	(487,121)	$ 6.00
Granted	150,000	$ 3.50
Exercised	--	--
Balance, November 30, 2005	632,500	$ 3.75

The following table summarizes information regarding options outstanding and options exercisable at November 30, 2005:

	Options Outstanding			Options Exercisable	
Exercise Price	Number of Options	Weighted Average Remaining Contractual Life	Weight Average Exercise Price	Number of Options Exercisable	Weighted Average Exercise Price
$6.00	62,500	1.14	$6.00	62,500	$6.00
$3.50	570,000	9.15	$3.50	247,500	$3.50
	632,500	8.35	$3.82	310,000	$4.00

On September 2, 2005 the Board of Director's consented to the adoption of a resolution, which was approved at the October 14, 2005 annual stockholder's meeting, for a Stock Option Incentive Plan. The Plan reserves 1,500,000 shares of Common Stock for issuance under this Plan. On December 14, 2005 1,243,000 options were granted with an exercise price of $3.50, vest over a 36 month period and have a ten year contractual life.

Note 5. Warrants:

We have 1,919,300 warrants outstanding as of November 30, 2005. These warrants are comprised of 1,514,300 warrants with an exercise price of $3.30, 270,000 with an exercise price of $3.60, and 135,000 warrants with an exercise price of $5.40 which were issued as part of a public offering that expire January 29, 2009.

Note 6. Other Receivables:

Other receivables include retained fees on Government contracts which represent up to a 15% payment hold back against billable fees and differences in actual and provisional overhead and general administrative rates which we expect are recoverable. We do not expect to receive payments for these other receivables in the next year and consider this account a long term asset. The summary below compares the balances for other receivables as of November 30, 2005 and May 31, 2005.

	November 30, 2005	May 31, 2005
Retained Fee Phase III Socrates	$ 78,745	$ 39,010
Recoverable Rate difference Phase III and IV Socrates	53,804	291,000
Miscellaneous	3,181	--
Total	$135,730	$330,010

Other Receivables includes recoverable rate differences resulting from the difference between the current overhead and general and administrative rates compared to our provisional rates, which has created a difference of $53,804 for the six months ended November 30, 2005. We consider the recoverable rate difference as of November 30, 2005 to be a timing difference which we expect to be $0 by the end of our fiscal year May 31, 2006. The recoverable rate difference as of May 31, 2005 of $291,000 was billed to and paid by the DOT/VOLPE Center during the quarter ending November 30, 2005.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Cautionary Statement Pursuant to Safe Harbor Provisions of the Private Securities Litigation Reform Act of 1995:

Except for the historical information presented in this document, the matters discussed in this quarterly report on Form 10-QSB for the three and six month period ending November 30, 2005 or otherwise incorporated by reference into this document, contain "forward-looking statements" (as such term is defined in the Private Securities Litigation Reform Act of 1995). These statements are identified by the use of forward-looking terminology such as "believes", "plans", "intend", "scheduled", "potential", "continue", "estimates", "hopes", "goal", "objective", expects", "may", "will", "should" or "anticipates" or the negative thereof or other variations thereon or comparable terminology, or by discussions of strategy that involve risks and uncertainties. The safe harbor provisions of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended, apply to forward-looking statements made by us. We caution you that no statements contained in this Form 10-QSB should be construed as a guarantee or assurance of future performance or results. These forward-looking statements involve risks and uncertainties, which include risks and uncertainties associated with, among other things, the outcome of an informal inquiry by the SEC that appears to be in connection with certain analysts reports about us and our press releases, the outcome of pending class action litigation alleging violations of federal securities laws, whether the government will implement Wake Vortex Advisory System at all or with the inclusion of a SOCRATES® wake vortex sensor, the impact of competitive products and pricing, limited visibility into future product demand, slower economic growth generally, difficulties inherent in the development of complex technology, new products sufficiency, availability of capital to fund operations, research and development, fluctuations in operating results, and these and other risks are discussed in the "Known Trends, Risks and Uncertainties" section of this Form 10-QSB. The actual results that we achieve may differ materially from any forward-looking statements due to such risks and uncertainties. These forward-looking statements are based on current expectations, and, except as required by law, we assume no obligation to update this information whether as a result of new information, future events or otherwise. Readers are urged to carefully review and consider the various disclosures made by us in this Form 10-QSB and in our other reports filed with the Securities and Exchange Commission that attempt to advise interested parties of the risks and factors that may affect our business.

Overview

Our current operations have been funded substantially by U.S. Congressional appropriations resulting in four successive sole source contracts with agencies of the federal government for research, development, and testing of our SOCRATES® wake vortex sensor and related work pertaining to a wake vortex advisory system, sometimes referred to as WVAS, that National Aeronautics and Space Administration (NASA) is developing. We estimate the appropriations to the Federal Aviation Administration (FAA) totaled approximately $9.6 million in U.S. fiscal years ending September 30, 1997 through September 30, 2000 for research and development of our SOCRATES® wake vortex sensor; and appropriations to NASA for research and development of our SOCRATES® wake vortex sensor totaled approximately $18.5 million in U.S. fiscal years ending September 30, 2001 through September 30, 2005. To date the total government appropriations for SOCRATES® is approximately $28.1 million. From these amounts, we have received four contracts aggregating approximately $18.4 million in funding. As of November 30, 2005, we have recognized an aggregate of approximately $17.5 million of contract revenue with $0.8 million in contract receivable as of November 30, 2005. Our current SOCRATES® government contract backlog is approximately $0.9 million. The balance of the government appropriations from 1997 to 2005 of approximately $9.7 million has funded the FAA and NASA program management and

technical participation in the development of our SOCRATES® wake vortex sensor.

We have entered into these contracts with the Volpe National Transportation Systems Center of the U.S. Department of Transportation (Volpe). Volpe funds our contracts when, as, and if it and other sponsoring federal agencies approve a statement of work and specific task orders under the statement of work. When funded, we invoice the federal government monthly based on our direct costs, including overhead and general and administrative plus a fixed fee for that month and typically receive payment by electronic wire transfer within two weeks of invoicing. Certain costs, such as lobbying, product development, and business development expenses that are not allowable under these contracts, research and development costs we incur over certain cost caps set by the U.S. government, costs incurred while our contracts are not funded, or costs deemed unreasonable, and hence unrecoverable, by the government are not reimbursable under our government contracts and have been funded primarily by proceeds of our equity offerings. All of our government contracts and funding are subject to the requirements of the Federal Acquisition Regulations.

On September 25, 2005, we received our fourth successive contract from Volpe in the aggregate amount of approximately $9.9 million to continue research, development and testing of our SOCRATES® technology. The initial funding under this new contract provided approximately $1.7 million of new funding.

The federal budget for U.S. FY 2006 does not contain any further stipulated earmarks for testing and development of SOCRATES®-based technology. We are continuing to explore additional funding from potential sources in the NASA and/or U.S. DOT budgets for U.S. FY 2007 and beyond.

The table below represents the U.S. Government funding to date for our four SOCRATES® contracts.

SOCRATES® Phase	Contract Number	Contract Funding	Period of Performance
I	DTRS-97-C-00042	$3,019,355	From June 1, 1997 To July 31, 1999
II	DTRS-99-D-00074	$6,062,948	From August 27, 1999 To December 31, 2003
III	DTRS-57-D-30024	$7,634,616	From November 1, 2003 To October 15, 2005
IV	DTRT-57-05-D-30115 Task Order No: T0001	$1,695,029	From September 15, 2005 To Present
Total contract funding to date		$18,411,948	

Our ability to generate additional revenue under our Phase IV contract after we have expended the current funding of $1,695,029, which is expected to support the current level of effort through approximately February 28, 2006, is subject to further U.S. Government funding and the issuance of additional task orders. The Phase IV contract was awarded on Sept. 25, 2005 for $9,815,140 and can be funded with new task orders which generally require less administrative effort than a new contract award, if additional funding is available under this Contract. However, we can make no assurance that we will obtain such funding for new task orders under our Phase IV contract or any new contract subsequent to Phase IV.

From June 1, 1997, to the present we have advanced the SOCRATES® concept through various research and development milestones and now have a (16) beam SOCRATES® system installed at Denver International Airport where the system is undergoing testing through March 2006. Our current contract task order statement of work has two tasks. Task 1 - data analysis and reporting of the data collected at the Denver test; and Task 1a - technical remediation and trade off study of the current SOCRATES® system. The statement of work for Task Order No. T0002 includes Task 2: system engineering and integration of a wake vortex avoidance system. Our cost and technical proposal for Task Order No. T0002 is currently in process. We expect to submit our proposal to the government by approximately January 31, 2006 for review and expect to be awarded this new task order by February 28, 2006.

We believe the federal government has indicated a long-term interest in the development of a wake vortex avoidance system and our SOCRATES® wake vortex sensor for potential inclusion in such a system. However, the federal government has in the past delayed or reduced and may in the future delay, reduce, or eliminate funding for research and development of our SOCRATES® wake vortex sensor or the wake vortex advisory system as a result of, among other things, a reduction in support or opposition from supervising agencies or the U.S. Congress, lack of progress or setbacks in our SOCRATES® research and development, changes in budgetary priorities, fiscal constraints caused by federal budget deficits, or decisions to fund competing systems or components of systems. If any such delays or reductions occur, it will reduce our resources available for research and development of our proprietary technologies, new products or enhancements to SOCRATES® or UNICORN™ technologies and to market our products. Reduction of, or delays, in contract funding from the federal government could delay achievement of our profitability, if any, create a substantial strain on our liquidity, resources and product development, and have a material adverse effect on the progress of our research and development and our financial condition.

We also are pursuing development of a collision and ground proximity warning system we refer to as UNICORN™. We believe that UNICORN™ may have application to unmanned air vehicles operated for a variety of private and governmental purposes. As of November 30, 2005 the cumulative research and development expense for UNICORN™ is approximately $1,280,000. During August 2005 we tested a UNICORN™ prototype antenna in a proof-of-principle test. The data collected from this test is currently being analyzed and we currently are reviewing and considering how best to proceed with assessing marketing and partnering opportunities for UNICORN™.

During the past fiscal year, we also began the exploratory development of a third major technology initiative called TIICM™ (Tactical Integrated Illuminating Countermeasure) in conjunction with Sanders Design International (SDI), a New Hampshire company. TIICM™ is intended to provide a low cost yet highly effective shield of protection for airliners against the threat of certain terrorist-launched missiles. In April 2004, we executed a ten year Teaming Agreement with SDI under which we would be the prime contractor on development of countermeasure technologies to protect aircraft from shoulder-fired missiles. As of November 30, 2005 our cumulative independent research and development expense for TIICM™ is approximately $310,000. We have entered into additional arrangements with SDI pursuant to which we have applied for a new patent on TIICM™ with SDI and have joint ownership of any resulting patent. We have also been working on TIICM™ with Analogic Corporation located in Peabody, Massachusetts. Analogic had entered into a prior licensing arrangement with SDI. We are in discussions with Analogic with regard to restructuring the business relationships between Analogic, SDI and Flight Safety Technologies, Inc. There can be no assurance that these discussion will result in a successful restructuring. There can be no assurance that any new patents on TIICM™ will be issued, or that we will derive any revenue or profit from TIICM™, nor any expectation that we will receive any government or commercial funding for TIICM™.

We have experienced significant losses since our inception. The loss for the six months ended November 30, 2005 was $884,100. Losses for our two fiscal years ending May 31, 2005 and 2004 were $1,411,644 and $424,214, respectively. The net loss for our fiscal year ended May 31, 2004 was caused primarily by two factors: (1) rate ceilings during the first six months, and (2) unallowable expenses under our government contract. The loss for the fiscal year ending May 31, 2005 was caused by: (1) unallowable expenses, (2) expenses during a partially unfunded period, and (3) unrecoverable expenses. The loss for the six months ended November 30, 2005 were caused by (1) unallowable expenses, (2) unrecoverable expenses, and (3) corporate research and development expenses. The unrecoverable expense category represents general and administrative expenses, primarily legal expenses and independent research and development expense which we believe are necessary but are significantly higher compared to prior years and may be considered unreasonable by the Defense Contract Audit Agency for a company our size.

Our third and fourth government contract do not include rate ceilings. If the government deems our allowable expenses to be reasonable, of which there can be no assurance, the absence of rate ceilings should eliminate or reduce a significant source of losses in previous years. We will continue to incur certain unallowable expenses or allowable expenses the government deems unreasonable. We also remain subject to the risk of further delay, reduction or elimination in federal contract funding. However, it is our view that the elimination of rate ceilings is a significant improvement to our historical contract terms.

Critical Accounting Policies and Estimates

The discussion and analysis of our financial condition and results of operations are based on our financial statements that have been prepared according to accounting principles generally accepted in the United States of America. In preparing these financial statements, we are required to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosures of contingent assets and liabilities. We evaluate these estimates on an on-going basis. We base these estimates on historical experiences and on various other assumptions that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results may differ from these estimates under different assumptions or conditions. Our management has discussed these estimates and assumptions with our finance and audit committee. At this point in our operations, subjective judgments do not have a material impact on our financial statements except as discussed in the next paragraph.

Federal Acquisitions Regulations require that, among other things, our reimbursable costs are reasonable. We have analyzed our actual overhead rate and general administrative rate for the six months ended November 30, 2005. We believe all component costs have been ordinary and necessary but that government auditors may consider our independent research and development expense for UNICORN™ technology, as of the six months ended November 30, 2005 unreasonable for a company our size. For rate setting purposes, we have excluded $270,000 for potential unrecoverable research and development and certain other general and administrative expenses. Since there is a degree

of subjectivity in the judgment of what levels of cost are reasonable, we can make no assurance that the government will not require further adjustments.

Our financial statements and notes thereto include an item for "Other Receivables" that is described therein. Other Receivables includes recoverable rate differences resulting from the difference between the current general and administrative rate compared to our provisional rate, which has created a difference of $53,804 as of November 30, 2005. This current difference is a timing issue and is expected to be $0 by the end of our fiscal year 2006.

As of the end of our fiscal year May 31, 2005 there was $291,000 in other receivable for recoverable rate difference. During our second quarter ended November 30, 2005 $214,326 was billed to the government. The balance of the rate difference of $76,674 was received from funds remaining in our third contract after the contract was completed. We have received full payment from the government for the $291,000 of previously reported other receivable.

Results of Operations

For the three and six months ended November 30, 2005 and November 30, 2004.

Revenues. To date, our revenues have consisted almost entirely of revenues earned from our four successive SOCRATES® wake vortex sensor research and development contracts with the federal government.

Contract revenue for the three and six months ended November 30, 2005 were $1,519,510 and $2,737,970, respectively, compared to $437,989 and $1,873,941, respectively, for the three and six months ended November 30, 2004. The $1,081,521 increase for the fiscal quarter ended November 30, 2005 compared to the same period of the prior year was due to the increased subcontractor, direct labor and consultant cost to test the 16 beam SOCRATES® system during the three months ended November 30, 2005 at Denver International Airport.

Costs of Revenues. Subcontractor, consultant and direct labor expenses comprise our costs of revenues. Costs of revenue for the three and six months ended November 30, 2005 were $920,438 and $1,702,368 or 60.6% and 62.1% respectively, compared to $291,544 and $1,303,388 or 66.5% and 69.6% respectively for the three and six month periods ending November 30, 2004. The increase in cost of revenues is primarily due to increased cost to test the 16 beam SOCRATES® system in September and October 2005 at Denver International Airport. The decrease in the percent to revenue for the three and six months ended November 30, 2005 compared to the same periods ended November 30, 2004 is primarily due to decreased subcontractor and consultant expenses.

When our government contract is funded, charges to direct costs do not generally negatively impact our operating results because each contract covers its own direct costs. However, during periods when our government contract is not funded or if the actual direct cost of a specific task order exceeds its budgeted funding and the government is not willing to reallocate direct costs between task orders, any such costs we may incur are not reimbursable and must be funded from our own resources.

Research and Development. Our research and development expense for the three and six months ended November 30, 2005 were $279,729 and $678,180 respectively, compared to $102,091 and $184,646 for the three and six month period ended November 30, 2004. The increase in research and development expenses of $493,534 for the six months was primarily due to the increase of $265,417 for consultants, travel and other miscellaneous expense for our UNICORN™ project. The increase for our UNICORN™ project expenses were for the development of UNICORN™ antenna and radar components and a proof-of-principle test in August 2005. In addition, for the six months ended November 30, 2005, we had research and development expenses of approximately $249,647 for project TIICM™ (Tactical Integrated Illumination Countermeasure) compared to $0 for the six months ended November 30, 2004.

Operating Expenses. Government contractors are required to categorize operating expenses as overhead expenses or general and administrative expenses. These two indirect "cost pools" are then divided by their appropriate "direct cost base" combinations of direct contract cost, which determines the contractors overhead and general and administrative rates. These rates, for our first two government contracts, were subject to ceilings.

Our third and fourth contracts are not limited by rate ceilings. Instead, we submit our proposal for provisional billing rates to the government for approval. Provisional rates are based on forecasted allowable direct and indirect costs. As part of the audit procedure by the D.C.A.A. proposed and actual expenses for each fiscal year are reviewed for allowability and reasonableness in accordance with the Federal Acquisitions Regulations (FAR). On October 31, 2005 our provisional rates for fiscal year ending May 31, 2006 were audited and approved by the defense contract audit agency (D.C.A.A.) and the DOT/VOLPE Center. In addition, our actual rates based on actual allowable costs incurred, for our fiscal year ended May 31, 2005 were also approved.

Our un-reimbursable non-contract costs include: 1) expenses considered unallowable per Federal Acquisition Regulations (FAR), such as lobbying, stock based compensation and company car expense, 2) over ceiling expenses, 3) expenses incurred during periods without government contract funding 4) expenses the government considers unreasonable and/or 5) corporate research and development primarily for TIICM™. These non-contract costs are not reimbursable under our U.S. government contracts and must be paid from other sources, primarily proceeds from the public and private sales of our equity securities. Non-contract costs have been the primary use of this source of liquidity and

have had a

significant impact on our operating loss to date. Our non-contract costs are detailed below:

	For the Six Months Ended	
	11-30-05	11-30-04
	(Unaudited)	
Unallowable expenses (1) & (2)	$301,242	$198,727
Expenses during unfunded period	- --	401,903
Potential unrecoverable expense	270,000	120,000
Corporate Research and Development	249,647	--
Total	$820,889	$720,630

	For the Three Months Ended	
	11-30-05	11-30-04
	(Unaudited)	
Unallowable expenses (3) & (4)	$149,748	$108,737
Expenses during unfunded period	- --	327,993
Potential unrecoverable expense	- --	120,000
Corporate Research and Development	142,909	--
Total	$292,657	$556,730

Notes:

(1) Includes $4,769 of stock based compensation expense for the six months ended 11-30-05.
(2) Includes $31,482 of stock based compensation expense for the six months ended 11-30-04.
(3) Includes $0 of stock based compensation expense for the three months ended 11-30-05.
(4) Includes $15,741 of stock based compensation expense for the three months ended 11-30-04.

Our total selling, general and administrative expenses consist of allowable and unallowable expenses and for the three and six month periods ended November 30, 2005 were $602,741 and $1,125,481, respectively, compared to $554,155 and $964,592 for the same periods ended November 30, 2004. The increase of $48,586 and $160,889, respectively, for the three and six months ended November 30, 2005 compared to the same periods in 2004 were caused primarily by increases in unallowable selling and general and administrative expenses and, general and administrative salaries and wages.

Unallowable selling, general and administrative expenses for the three month period ended November 30, 2005 were $149,748 compared to $108,737 for the same period ended November 30, 2004. The increase was primarily due to increases in unallowable legal expenses. Unallowable expenses for the six months ended November 30, 2005 were $301,242 compared to $198,727 during the six month period in 2004. The increase was primarily due to increased unallowable legal expenses.

After a review of our general and administrative expenses, we have determined that some of our research and development expenses and certain other general and administrative expenses for the three months ended August 31, 2005 could be considered unrecoverable. Accordingly, we have excluded $270,000 for potential unrecoverable expenses, from the calculation of our actual rates, for the three and six months ended November 30, 2005, compared to $109,000 and $120,000 for the three and six months ended November 30, 2004.

Corporate Research and Development expenses for project TIICM™ have been categorized as un-reimbursable non-contract costs in order to maintain full ownership rights to this intellectual property.

Liquidity and Capital Resources

Our liquidity is primarily provided by revenue from our government contracts and proceeds from the sale of our equity securities.

Our fourth contract, titled Phase IV SOCRATES®, is the fourth successive contract that we have received to continue work on our SOCRATES® wake vortex sensor and was initially funded at $1,695,029. Our funded contract backlog for our Phase IV contract as of November 30, 2005 was $897,744 and this backlog will fund operations to approximately February 28, 2006.

As of November 30, 2005 and May 31, 2005, our cash and investments were $6,838,359 and $7,888,831, respectively. The decrease in cash on hand and investments of approximately $1,050,000 was primarily attributable to the net loss of approximately $884,000, purchases of equipment and patent costs of approximately $93,000 and other cash used in operating activities for the six month period ended November 30, 2005.

As of November 30, 2005 we had other receivables of $135,730 compared to $330,010 as of May 31, 2005. The decrease is due to the billing and cash receipt of approximately $291,000 of previously unbilled receivable rate difference on our Phase III contract, the addition of approximately $40,000 for retained fees on our Phase III contract and the addition of approximately $54,000 of rate difference as of the six months ending November 30, 2005.

As of November 30, 2005 our accounts receivable were $829,693 compared to $415,617 as of May 31, 2005. The balance as of November 30, 2005 reflects the increase in contract revenue for the three months ended November 30, 2005. The accounts receivable as of November 30, 2005 includes $270,547 of 30-60 days outstanding contract receivables and the balance is within 30 days.

We had total current liabilities, including accounts payable, of $719,092 as of November 30, 2005 compared to $769,653 as of May 31, 2005. Accounts payable as of November 30, 2005 were $567,104, which included $292,156 to our subcontractor, Lockheed Martin Corporation, and $274,948 in other expenses compared to accounts payable as of May 31, 2005 of $589,313, which included $319,391 to Lockheed Martin, and $269,922 in other expenses.

We anticipate that our funded contract balance for Task Order : 0001 of our Phase IV contract of approximately $900,000 as of November 30, 2005 will fund our direct contract costs and allowable operating expenses until approximately February 28, 2006. During this period, we have budgeted and expect to incur approximately $150,000 in non-contract unallowable costs and approximately $200,000 for internal research and development for project TIICM™. During this period, we have budgeted and expect to receive approximately $68,000 in fees from our contract billing, approximately $65,000 of interest income and approximately $270,000 for payment on a past due accounts receivable. Assuming we operate within budget, as to which we can make no guaranty or assurance, we estimate our available cash and investments should be

approximately $6,900,000 as of February 28, 2006. Any acceleration or delays in the performance of these contracts by us or our subcontractors could, respectively, exhaust or extend our contract funding prior to or after February 28, 2006. In either event, we might be required to draw upon our cash before we anticipate which would reduce the foregoing estimate.

Our use of cash projections does not consider additional funding from our new $9.815 million contract received September 15, 2005 beyond the current task order funding of $1.695 million. In order to receive additional contract funding the government will request and we must submit a cost and technical proposal for review and approval of the government. As of the date of this report, we have received a request for an additional task order. Our proposal is in process and we expect to submit it to the government by January 31, 2006, for an estimated $1.4 million of additional work under our Phase IV contract. Further task orders will require additional government funding of which there can be no assurance. Any delay in obtaining additional government contract funding might require us to draw upon our cash to fund our operations.

From time to time, we may consider and execute strategic investments, acquisitions, or other transactions that we believe could benefit us and could require the use of some or all of our liquidity. To facilitate such transactions and enhance our liquidity position for these and other purposes, such as working capital for research and development, we also may conduct from time to time various types of equity offerings, including, but not limited to, public or private offerings of common or preferred stock based on a negotiated fixed share value, or floating market price of our publicly traded shares. If we encounter delays in, or are unable to procure, contract funding from the U.S. government for further research development and testing of our SOCRATES® wake vortex sensor, incur costs over budget, or make a strategic investment, our cash resources will be reduced more rapidly than we presently anticipate. In such event, we may need to obtain additional capital to maintain operations. There can be no guarantee or assurance of our future ability to obtain capital for any of the foregoing purposes and, if obtained, the terms and conditions of such capital may dilute our present shareholders' ownership.

Known Trends, Risks and Uncertainties

Our business and future success are subject to many risks. The following describes some of the general and specific trends, risks, and uncertainties to which our business is subject and should be read with care.

Risks Related to Our Business

Our limited operating history and lack of commercial operations make it difficult to evaluate our prospects.

Since we began operations in 1997, we have generated limited revenues solely from four SOCRATES® technology research and development contracts with agencies of the federal government that fund, administer, and oversee these contracts. The federal government has funded these contracts from earmarked U.S. Congressional appropriations to agencies that have awarded these contracts to us on a sole source basis without competitive bidding. Under these contracts, we are reimbursed for certain allowable research and development costs and are paid a fee calculated as a percentage of costs.

All of our contract funding to date, including the current and next anticipated task order, has resulted from earmarks made by the U.S. Congress during its budget and appropriation process. We do not expect to receive further contract funding for fiscal year 2006 in this manner. Rather, we expect our future contract funding will depend primarily upon and result from the decision of our sponsoring agencies, particularly the FAA, to approve contract funding for research and development of our SOCRATES® wake vortex sensor or the wake vortex advisory system as part of their agency budget and make funds available for such purpose from amounts appropriated to them by Congress or other sources. There can be no assurance that we will be successful in obtaining any such funding.

We have not as yet received any revenue from the sale of any products. We do not anticipate receiving any such revenue unless and until our SOCRATES®, UNICORN™ or TIICM™ based products become operational, which could take several years. Our estimates of the market size for the products we are developing are based on many assumptions and uncertainties. Estimates for UNICORN™ have recently been evaluated by an outside consulting firm. The actual markets and price we can charge for our products, if and when we successfully complete their development, could be substantially less and our costs could be greater than our estimates. It therefore is difficult to assess our prospects for commercial sales, revenues and profitability.

We have incurred and, for the next several years, can be expected to incur operating losses.

To date, we have incurred significant net losses, including net losses of $884,100 for the six months ended November 30, 2005, $1,411,644 for our fiscal year ended May 31, 2005 and $424,214 for the fiscal year ended May 31, 2004. We had an accumulated deficit of $5,179,981 as of November 30, 2005. We anticipate we may continue to incur operating losses for at least the next several years. We may never generate material revenues or achieve or maintain profitability. Substantially all our revenues have been devoted to payment of costs incurred in the research, development, and testing of our SOCRATES® or UNICORN™ technology. Our

ability to achieve, maintain, and/or increase profitability will depend in large part upon the successful further development and testing of our SOCRATES®, UNICORN™-based, and TIICM™ products, Congressional appropriations and our ability to obtain additional federal research and development contracts for SOCRATES®, UNICORN™ and TIICM™ based products, approval of our SOCRATES®, UNICORN™-based, and TIICM™ products and systems by various agencies of the federal government, procurement of our products and systems by the FAA, airports and the aviation industry, and the availability of funding to finance such procurements.

Lack of future funding from the federal government to complete research and development of our SOCRATES® wake vortex sensor could adversely affect our business.

Without notice to, or opportunity for prior review by us, the John A. Volpe National Transportation Systems Center of the U. S. Department of Transportation's Research and Special Programs Administration, or Volpe, circulated a report in October 2001 which recommended curtailing

further government expenditure on our SOCRATES® wake vortex sensor due to a high risk assessment of achieving operational feasibility. Because of this report and the events of September 11, 2001, the government did not fund our SOCRATES® research and development contract from December 15, 2001 to November 19, 2002. Together with our major subcontractor, Lockheed Martin Corporation, we vigorously disputed and extensively discussed its assertions with Volpe and NASA. Subsequently, Volpe and NASA requested and we submitted a proposal for approximately $2.2 million of additional SOCRATES® technology

research, development and testing with an immediate objective of better characterizing the wake acoustics and background noise. We received contract funding for this proposal and subsequent proposals and we believe the federal government will continue to have a long-term interest in the development of a wake vortex advisory system and our SOCRATES® wake vortex sensor for inclusion in such a system. However, the U.S. government may terminate our government contract at any time if it determines such termination is in the best interests of the government or may terminate, reduce or modify it because of budgetary constraints or any change in the government's requirements. Furthermore, the federal government has in the past delayed or reduced and may in the future delay, reduce, or eliminate funding for research and development of our SOCRATES® wake vortex sensor or the wake vortex advisory system as a result of, among other things, a reduction in support or opposition from supervising agencies or the U.S. Congress, changes in budgetary priorities, fiscal constraints caused by federal budget deficits, or decisions to fund competing systems or components of systems. If this occurs, it will reduce our resources available for research and development of our proprietary technologies, new products or enhancements to SOCRATES®, UNICORN™ or TIICM™ technologies and to market our products. Reduction of contract funding from the federal government could delay achievement of or increases in profitability, if any, create a substantial strain on our liquidity, resources and product development, and have a material adverse effect on the progress of our research and development and our financial condition.

The government will not pay us for SOCRATES® research and development if we do not perform on our contract.

We perform our government contracts pursuant to specific work orders from the government. Such work orders include, but are not limited to, analysis of data, research, development of our SOCRATES® technology, planning and conduct of testing, and preparation of various reports. If we do not perform the contracts in accordance with their terms, the government may withhold payment on our invoices that we submit monthly. Furthermore, if at any point the government considers a test to be a failure, it may cease to approve further work orders or fund further contracts. Loss of funding on our SOCRATES® contract would have a material adverse effect on our business, financial condition, and results of operations.

Our success depends on our successful product development and testing.

Our future success will depend upon our ability to successfully complete the development, testing, and commercialization of our technologies and our ability to develop and introduce new products and services to meet industry, government, and client requirements. We are planning to eventually develop a number of products, based on our SOCRATES®, UNICORN™ and TIICM™ technologies. The process of developing such products contains significant technological and engineering hurdles and is extremely complex and expensive. In 2001, Volpe and associated federally funded research centers prepared reports which concluded it was unlikely SOCRATES® would result in a sensor that could be used for any operational procedure and even for research because of technical unknowns relating to an understanding of wake vortices and the need to obtain acceptance of WVAS by controllers and pilots. We believe this conclusion was premature and based on an incomplete understanding of SOCRATES® and its operational potential. In our opinion, the testing and analysis we have conducted has increasingly supported this potential and resulted in the continuation of funding for our government contracts for research, development and testing of our SOCRATES® technology. However, there still are technical, engineering and program integration hurdles we must meet to develop SOCRATES® into an operational sensor, including, but not limited to, expanding the sensor to at least sixteen and as many as thirty-two laser beams, integrating the sensor into and with the other components of WVAS, and developing operating protocols for WVAS that define how it would be used by air traffic controllers and pilots. In the case of UNICORN™, we must successfully overcome development, engineering and testing hurdles to produce an operational product and obtain FAA approval of this product. Furthermore, we will need to extend the term of the experimental license the FCC has granted us and, ultimately, obtain a permanent license from the FCC for the operation of UNICORN™. We might not successfully complete the development of our SOCRATES®, UNICORN™ or TIICM™ technologies into operational products and our products may not be commercially viable. Our failure to complete development of any such products and achieve market acceptance would have a material adverse effect on our business, financial condition, and results of operations.

In addition, certain of our products will require customized installation to address unique characteristics of their environments. Customization could place an additional burden on our resources or delay the delivery or installation of products which, in turn, could have a material adverse effect on our relationship with clients, our business, financial condition, and results of operations.

Our success depends on federal government approval of our products and related systems.

The airport and aviation industry is subject to extensive government oversight and regulation. To introduce our SOCRATES®, UNICORN™ or TIICM™ based products for commercial sale, we must successfully complete research, development, and testing and obtain necessary governmental approvals for their installation. Upon approval by the Federal Aviation Administration, or FAA, our SOCRATES® wake vortex sensor would be part of a multi-component wake vortex advisory system that also will require government approvals before it can be deployed. Any factor that delays or adversely affects this approval process, including delays in development or inability to obtain necessary government approvals, could have a material adverse effect on our business, financial condition, and results of operations, and we can make no assurance when or if all such approvals will be obtained.

Our business relies on a strategic alliance with Lockheed Martin Corporation.

In May 1997, we signed a Teaming Agreement with Lockheed Martin Corporation to jointly develop and market SOCRATES® based products. This agreement will expire in May 2007, unless certain earlier termination provisions occur or the agreement is extended by mutual agreement. The agreement stipulates that we serve as prime contractor and Lockheed Martin Corporation as subcontractor in the development and any deployment of our SOCRATES® wake vortex sensor. Although to date we have generally worked in close cooperation with Lockheed Martin Corporation, there is no assurance that this relationship will be sustained. Future disagreements as to work scope, revenue share, profit margins, ownership of intellectual property, or technical, marketing, or management philosophy, could adversely impact the relationship. Since we view our strategic relationship with Lockheed Martin Corporation as a vital element of our business plan, any erosion of this relationship could have a negative impact on our business and future value.

On April 26, 2004, in conjunction with the renewal of a nondisclosure agreement, we were advised by Lockheed Martin Corporation that it owns a certain patent which predates our SOCRATES® patent and, according to Lockheed Martin Corporation, contains some intellectual property related to our SOCRATES® patent. Lockheed Martin Corporation has told us that it was prevented from previously disclosing the patent to us because of a government secrecy order. After consultation with counsel, including our patent counsel, we strongly believe that the Lockheed Martin Corporation patent will not impair the value of our SOCRATES® patent because our SOCRATES® patent is aimed at improving air traffic safety, a use not contemplated

by the Lockheed Martin Corporation patent. Furthermore, it is our position that Lockheed Martin Corporation acknowledged and accepted our invention of the SOCRATES® technology in the Teaming Agreement between us in May 1997. We have met several times with Lockheed Martin Corporation to discuss the matter and potential opportunities relating to our SOCRATES® patent. To date, Lockheed Martin Corporation continues to disagree with our position. Nevertheless, we believe that management of both companies acknowledged the value and strength of the relationship and the desire to preserve it. We are conducting further discussions with Lockheed Martin Corporation on potential ways to expand and extend the relationship and resolve any intellectual property concerns. We cannot predict or provide any assurance on the outcome of these discussions and whether any outcome will be satisfactory to us.

We may need to raise additional capital.

While we completed a public offering in February of 2004 resulting in net proceeds of approximately $7.6 million, we cannot be certain that such financing will be adequate or sufficient for our future needs. We face many uncertainties with respect to research and development and the timing of commercialization of our SOCRATES®, UNICORN™ and TIICM™ based products, the availability and level of government funding, the FAA approvals required for our products, and the long sales cycle from initial customer contact to actual, if any, revenue generation. Depending on the outcome of these uncertainties, we might not be able to generate sufficient, if any, revenue or investment capital to fund our operations over the period of years we believe are required to commercialize our products. In each of our last three fiscal years, we have incurred substantial operating losses which we have funded, in part, with equity capital that we raised from new investors.

We will continue to incur significant expenses for research and development and testing of our SOCRATES®, UNICORN™ and TIICM™ technology and may continue to experience such losses prior to commercialization and thereafter. If we cannot achieve commercialization of our SOCRATES®, UNICORN™ and TIICM™ technologies with the proceeds of our recent public offering or if we are unable to generate sufficient working capital from revenue from government funding or private contracts for these purposes, we might need to seek additional capital. In addition, other unforeseen costs and research and development costs of later generation SOCRATES®, UNICORN™ and TIICM™ based products also could require us to seek additional capital. We do not have any credit facilities in place and, should the need for additional capital arise, we may not be able to obtain sufficient, if any, additional capital or raise such capital on acceptable terms. If we need to obtain additional debt or equity capital, it may include our entry into joint ventures or issuance of additional securities, which may cause dilution to our current capital structure and stockholders' ownership. Additional securities also could have a greater priority as to dividends, distributions and other rights than our common stock.

For the life of our public warrants, and the underwriter's warrants issued pursuant to our recent public offering, and our existing unregistered options, the holders thereof are given the opportunity to profit from a rise in the market for our common stock, with a resulting dilution in the interest of all other stockholders. So long as these warrants or options are outstanding, the terms on which we could obtain additional capital may be adversely affected. The holders of these warrants or options might be expected to exercise them at a time when we would, in all likelihood, be able to obtain any needed capital by a new offering of securities on terms more favorable than those provided by these warrants or options.

Loss of key personnel could adversely affect our business.

Our future success depends to a significant degree on the skills, experience and efforts of our executive officers, Samuel A. Kovnat, Chairman of the Board and Chief Executive Officer, William B. Cotton, President and Director, Frank L. Rees, Executive Vice President and Director, David D. Cryer, Chief Financial Officer and Treasurer, C. Robert Knight, General Counsel, Vice President of Administration and Secretary, and Dr. Neal Fine, Senior Vice President for Technology. The sustained unavailability of any one or more of those individuals for any reason could have a material adverse impact on our operations and prospects.

At a recent meeting of our Board of Directors, Mr. Kovnat and Mr. Rees announced their intention to retire on November 30, 2007. The Board intends to develop an orderly plan of succession to appropriately carry the company forward.

We anticipate hiring additional executive officers in the future. We may not be able to complete the hiring of these additional officers in a timely manner or at all. We also depend on the ability of our executive officers and other members of senior management to continue to work effectively as a team.

Government regulation could adversely affect our business.

As a result of receiving contract funding from the federal government and our involvement in the field of aviation, our business and operations are subject to numerous government laws and regulations. In the near term, and for so long as we receive funding from the federal government, we will be subject to many procurement and accounting rules and regulations of the federal government. We are also subject to periodic audits by the Defense Contract Audit Agency, or DCAA. To date, we are current on all D.C.A.A. required audits and our last audit for FY 2006 provisional rates was completed on October 31, 2005 and accepted as submitted. Reports have been issued by the D.C.A.A. to our government customer which have stated that we are performing in accordance with Federal Acquisitions Regulations. There is no assurance that any of the results or contents of any future audits will portray us favorably. These rules and regulations are complex in nature and sometimes difficult to interpret or apply. Adherence to these rules is reviewed by participating agencies of the federal government. If such agencies suspect or believe that violations of procurement or accounting rules and regulations have

occurred, they may refer such matters to other enforcement divisions of the federal government, such as the U.S. Attorney's Office or the Inspector General's office. If we violate these rules and regulations, even if unintentionally, we may have to pay fines and penalties or could be terminated from receiving further funding from the federal government. If we market, sell and install our products in foreign countries, the laws, rules and regulations of those countries, as well as certain laws of the United States, will apply to us. Existing as well as new laws and regulations of the United States and foreign countries which regulate aviation and airports could also adversely affect our business.

Our success depends on our ability to protect our proprietary technology.

Any failure by us to protect our intellectual property could harm our business and competitive position. For example, although we have sought patent protection for our technologies, the steps we have taken or intend to take with regard to protecting our technologies may not be adequate to defend and prevent misappropriation of our technology, including the possibility of reverse engineering and the possibility that potential competitors will independently develop technologies that are substantially equivalent or superior to our technology. Furthermore, any patent we have obtained or may obtain may subsequently be invalidated for any of a variety of reasons. In addition, even if we are issued a patent, we may not be able to gain any commercial advantage from such patent. Existing United States laws afford only limited intellectual property protection.

We intend to use a combination of patent, trade secret, copyright and trademark law, nondisclosure agreements, and technical measures to protect our proprietary technology. We intend to enter into confidentiality agreements with and obtain assignments of intellectual property from

all of our employees, as well as with our clients and potential clients, and intend to limit access to and distribution of our technology, documentation and other proprietary information. However, the steps we take in this regard may not be adequate to deter misappropriation or independent third-party development of our technology. In addition, the laws of some foreign countries do not protect proprietary technology rights to the same extent as do the laws of the United States. If we resort to legal proceedings to enforce our intellectual property rights, the proceedings could be burdensome and expensive and could involve a high degree of risk to our proprietary rights if we are unsuccessful in such proceedings. Moreover, our financial resources may not be adequate to enforce or defend our rights in our technology. Additionally, any patents that we apply for or obtain may not be broad enough to protect all of the technology important to our business, and our ownership of patents does not in itself prevent others from securing patents that may block us from engaging in actions necessary to our business, products, or services.

Other companies may claim that we infringe their intellectual property or proprietary rights.

If our proprietary technology violates or is alleged to violate third party proprietary rights, we may be required to reengineer our technology or seek to obtain licenses from third parties to continue offering our technology without substantial reengineering. Any such efforts may not be successful or if successful could require payments that could have a material adverse effect on our profitability and financial condition. Any litigation involving infringement claims against us would be expensive and time-consuming, and an adverse outcome may result in payment of damages or injunctive relief that could materially and adversely affect our business.

Under certain circumstances, the federal government may be able to use our SOCRATES®-related technologies or other technologies developed with government funding without payment to us.

We have taken certain steps to preserve our rights in our SOCRATES®-related technologies under our contracts with the federal government. However, as is the case with all research and development contracts funded by the federal government, the Federal Acquisition Regulations provide that, under certain circumstances, the federal government may have paid-up rights to use, or have used on its behalf, our SOCRATES®-related technologies or other technologies developed with government funding. We do not expect that the federal government will attempt to use our SOCRATES®-related technologies without compensating us. Nevertheless, if the federal government attempts to exercise these rights, it is difficult to predict what effect, if any, it may have on us. If the federal government succeeds in exercising these rights, it may have a material adverse effect on our business operations and financial performance, which could negatively affect the value of our stock.

Our future customers, including the FAA, may not accept the price of or be able to finance our products.

At present, we cannot precisely fix a price for the sale and installation of an initial SOCRATES® wake vortex sensor at airports or UNICORN™-based collision avoidance systems in small aircraft or TIICM™ in commercial airliners. We estimate that the cost of our SOCRATES® wake vortex sensor will be roughly $9 million to $20 million per airport installation, depending on, among other things, the number and configuration of runways. Due to developments in the market for general aviation collision warning and avoidance products and information we have obtained from our ongoing research, development and engineering of UNICORN™, we now expect the UNICORN™-based system could be more complex than we originally envisioned. As a result, we anticipate the wholesale price of this product could be substantially greater than the $10,000 price we have previously estimated. As we develop further information on the configuration and components of a UNICORN™-based system for general aviation, related production costs, and rapidly evolving competitive technologies, we will reassess the potential market for a commercial UNICORN™-based collision avoidance system for general aviation.

Our current goal is to use and build on the UNICORN™ research and development we have conducted to date for application to unmanned air vehicles, if we can obtain government funding for this purpose. While we have had discussions with the federal government in this regard, it is still too early to assess our prospects for obtaining such funding. Because we have not completed the research, development, and testing of either product or received final approvals for either of them from the federal government, we have not commenced production or marketing efforts. We currently do not anticipate having these products ready for commercial sale for at least several years. We therefore are not yet in a position to gauge the reaction of potential customers to the pricing of these products or future products and whether such potential customers

will be able to afford and finance our products.

We believe that the increase in efficiency and safety to airports, airlines, and private aircraft resulting from our products will justify the substantial anticipated cost of sales and installation of these products. However, our customers' ability to afford such costs will depend, in part, on the health of the overall economy, the financial condition and budget priorities of the federal government, particularly the FAA and NASA, profitability of airports, airlines, and aircraft manufacturers, and the availability of private and government sources of funding to finance the sales and acquisition of our products. While a variety of potential funding sources exist, inability of the FAA, airlines or airports to access or obtain funding for purchase and installation of our products could have a material adverse impact on sales of our SOCRATES®, UNICORN™ or TIICM™ based products.

We may experience long sales cycles.

We expect to experience long time periods between initial sales contacts and the execution of formal contracts for our products and completion of product installations. The cycle from first contact to revenue generation in our business involves, among other things, selling the concept of our technology and products; developing and implementing a pilot program to demonstrate the capabilities and accuracy of our products; negotiating prices and other contract terms; and, finally, installing and implementing our products on a full-scale basis. We anticipate this cycle will entail a substantial period of time, on average between seven to twelve months, and the lack of revenue experienced during this cycle and the expenses involved in bringing new sales to the point of revenue generation would put a substantial strain on our resources.

Our success will depend on our ability to create effective sales, marketing, production and installation forces.

At present and for the near future, we will depend upon a relatively small number of employees and subcontractors to complete the research and development of our SOCRATES® wake vortex sensor and pursue research and development of other SOCRATES®, UNICORN™ and TIICM™ based products. The marketing and sales of these products will require us to find additional capable employees or subcontractors who can understand, explain, market, and sell

our technology and products to airports, airlines, and airplane manufacturers. We also will need to assemble new personnel and/or contractors for production and installation of our products. Upon successful completion of research and development, these demands will require us to rapidly increase the number of our employees, vendors, and subcontractors. There is intense competition for capable personnel in all of these areas, and we may not be successful in attracting, integrating, motivating, or retaining new personnel, vendors, or subcontractors for these required functions.

Our business could be adversely affected if our products fail to perform properly.

Products and systems as complex as ours may contain undetected errors or "bugs," which result in system failures, or failure to perform in accordance with industry expectations. Despite our plans for quality control and testing measures, our products including any enhancements may contain such bugs or exhibit performance degradation, particularly during the early stages of installation, and deployment. Product or system performance problems could result in loss of or delay in revenue, loss of market share, failure to achieve market acceptance, adverse publicity, injury to our reputation, diversion of development resources and claims against us by governments, airlines, airline customers, and others.

We could be subject to liability claims relating to malfunction of our technology.

Sale of our products will depend on their ability to improve airport, airline, and airplane safety and efficiency. We will take great care to test our products and systems after installation and before actual operation to insure accuracy and reliability. The FAA acquires air traffic control equipment for U.S. airports, and typically assumes the principal product liability risk for such equipment. However, unforeseen problems, misuse, or changing conditions could cause our products and systems to malfunction or exhibit other operational problems. Such problems could cause, or be perceived to cause, airplane accidents, including passenger fatalities. We may receive significant liability claims if governments, airlines, airports, passengers and other parties believe that our systems have failed to perform their intended functions. Liability claims could require us to spend significant time and money in litigation, pay substantial damages, and increased insurance premiums, regardless of our responsibility for such failure. Although we plan to maintain liability insurance, such coverage may not continue to be available on reasonable terms or be available in amounts sufficient to cover one or more large claims, and the insurer may disclaim coverage as to any claim.

We face significant competition from other companies.

The air safety systems and air traffic control industries are already highly competitive. Other industry participants could develop or improve their own systems to achieve the cost efficiencies and value that we believe our products will provide upon successful completion of research and development. Additional companies may enter the market with competing systems as the size and visibility of the market opportunity increases. In addition, the government could cause us to

compete against other companies for research and development or production and deployment of our SOCRATES® wake vortex sensor, when and if we successfully complete its development. Many of our potential competitors have longer operating histories, greater name recognition, substantially greater financial, technical, marketing, management, service, support, and other resources than we do. Therefore, they may be able to respond more quickly than we can to new or changing opportunities, technologies, standards, or customer requirements. Competition could reduce our revenues and margins and have a material adverse effect on our operations.

New products or technologies will likely increase the competitive pressures that we face. Increased competition could result in pricing pressures, reduced margins, or the failure of our products to achieve or maintain market acceptance. The development of competing products or technologies by market participants or the emergence of new industry or government standards may adversely affect our competitive position. As a result of these and other factors, we may be unable to compete effectively with current or future competitors. Such inability would likely have a material adverse effect on our business, financial condition, or results of operations.

Rapid technological change could render our systems obsolete.

Our business in general is characterized by rapid technological change, frequent new product and service introductions and enhancements, uncertain product life cycles, changes in customer requirements, and evolving industry standards which make us susceptible to technological obsolescence. The introduction of new products embodying new technologies, the emergence of new industry standards, or improvements to existing technologies could render our products and systems obsolete or relatively less competitive. Our future success will depend upon our ability to continue to develop and introduce a variety of new products and to address the increasingly sophisticated needs of our customers. We may experience delays in releasing new products and systems or enhancements in the future. Material delays in introducing new products and systems or enhancements may cause customers to forego purchases of our products and systems and purchase products and systems of competitors instead.

Failure to properly manage growth could adversely affect our business.

To implement our strategy, we believe that we will have to grow rapidly. Rapid growth may strain our management, financial, and other resources. To manage any future growth effectively, we must expand our sales, marketing, production, installation, and customer support organizations, invest in research and development of new products or enhancements to existing systems that meet changing customer needs, enhance our financial and accounting systems and controls, integrate new personnel or contractors, and successfully manage expanded operations. We may not be able to effectively manage and coordinate our growth so as to achieve or maximize future profitability.

We must hire and retain skilled personnel.

Our success depends in large part upon our ability to attract, train, motivate, and retain highly skilled employees, particularly sales and marketing personnel, scientists, engineers, and other technical support personnel. Our failure to attract and retain the highly trained technical personnel that are integral to our direct sales, product development, installation, support, and professional services may limit the rate at which we can generate sales or develop new products or system enhancements, which could have a material adverse effect on our business, financial condition, or results of operations.

Any acquisition we make could disrupt our business and harm our financial condition.

We may attempt to acquire businesses or technologies that we believe are a strategic fit with our business. We currently have no commitments for any acquisition. Any future acquisition may result in unforeseen operating difficulties and expenditures, and may absorb significant management attention that would otherwise be available for ongoing development of our business. Since we may not be able to accurately predict these difficulties and expenditures, these costs may outweigh the value we realize from a future acquisition. Future acquisitions could result in issuances of equity securities that would reduce our stockholders' ownership interest, the incurrence of debt, contingent liabilities, amortization of expenses related to other intangible assets and the incurrence of large, immediate write-offs.

You should carefully read and evaluate this entire Form 10-QSB and our current SEC filings including the risks it describes and not consider or rely upon any statement, information or opinion about us that is not contained in this Form 10-QSB and our current SEC filings.

Certain statements, information and opinions about us have appeared and may continue to appear in published news reports, analysts' reports, other media sources and our web site. Some of the information contained in these reports or sources may not be material to understanding our business or may be out of date, erroneous or inconsistent with that disclosed in this Form 10-QSB and our current SEC filings. In making a

decision to invest in our securities, you should not rely upon any of these statements, information or opinions and should only rely upon, consider and carefully evaluate the information and risks contained in this Form 10-QSB and our current SEC filings.

We currently are involved in an informal SEC investigation.

The staff of the SEC is conducting an informal investigation that appears to be looking into certain analyst reports about us and our press releases. To date, the SEC staff has not asserted that we have acted improperly or illegally. We have voluntarily agreed to cooperate fully with the staff's informal investigation. We believe that we have acted properly and legally with

respect to these analyst reports and our press releases. However, we can neither predict the length, scope, or results of the informal investigation nor its impact, if any, on us or our operations. An adverse outcome, which we cannot predict, could negatively impact the market value of our securities and could divert the efforts and attention of our management team from our ordinary business operations.

We may suffer losses from various investments that we make and related market risks.

From time to time, we may make various types of investments which include, but may not be limited to, acquisitions of other companies, strategic transactions and joint ventures, repurchase of our shares, and general investment of our available cash in various types of debt and equity securities. Some of these investments, such as acquisitions or joint ventures, may involve a high degree of risk and we could lose the entire amount of our investment. Other investments are intended to be conservative, e.g., investment of cash reserves in high quality bonds or equity funds, but are subject to judgments about many factors beyond our control which can adversely affect these types of investments. For example, a rise in such interest rates will adversely affect the value of fixed income securities we hold and we may incur a loss of principal if we have to sell under such conditions. A decline in interest rates may reduce our investment income. We attempt to be prudent in making any of the foregoing investments, which are reviewed and approved by management and our board of directors. These types of transactions are necessary and important for the success of our overall business and our efforts to create value for our shareholders. However, we have suffered losses on certain of these investments and can make no assurance that we will not suffer losses in the future. Any such losses could have a material adverse impact on our results of operations and cash available to support our operations and investment in research and development.

Risks Related to Investment in Our Securities

The price of our securities could be volatile and subject to wide fluctuations.

The market price of the securities of a pre-commercial, research and development stage aviation technology company, such as ours, can be especially volatile. Thus, the market price of our securities could be subject to wide fluctuations. In fact, the trading volume and price of our shares have fluctuated greatly. Subject to the information set forth in this Form 10-QSB, we are unaware of any specific reasons for this volatility and cannot predict whether or for how long it will continue.

If our revenues do not grow or grow more slowly than we anticipate, we are unable to procure federal contracts for our SOCRATES® wake vortex sensor UNICORN™ or TIICM™ research and development, we encounter technical or engineering obstacles to the successful commercial development of SOCRATES®, UNICORN™ or TIICM™, our operating or capital expenditures exceed our expectations and cannot be adjusted accordingly, or if some other event adversely affects us, the market price of our securities could decline. In addition, if the market for aviation

technology stocks or the stock market in general experiences a loss in investor confidence or otherwise fails, the market price of our securities could fall for reasons unrelated to our business, results of operations, and financial condition. The market price of our securities also might decline in reaction to events that affect other companies in our industry even if these events do not directly affect us. Furthermore, the sale in the open market of recently sold securities or newly issued securities, which we may sell from time to time to raise funds for various purposes, and securities issuable upon the exercise of purchase rights under existing options and warrants may place downward pressure on the market price of our securities.

Speculative traders may anticipate a decline in the market price of our securities and engage in short sales of our securities. Such short sales could further negatively affect the market price of our securities.

Litigation could adversely affect our operating results and financial condition.

Companies that have experienced volatility in the market price of their stock have been the subject of securities class action litigation. We and our Chairman and Chief Executive Officer and President are defendants in pending litigation (as described in "Part II - Other Information, Item 1. Legal Proceedings" of this Form 10-QSB) that alleges violations of federal securities laws. We firmly believe that the claims contained in the complaint are without merit and intend to conduct a vigorous defense in this matter. However, defending against existing and potential

securities and class action litigation will likely require significant attention and resources and, regardless of the outcome, result in significant legal expenses, which will adversely affect our results unless covered by insurance or recovered from third parties. If our defenses are ultimately unsuccessful, or if we are unable to achieve a favorable resolution, we could be liable for damage awards that could materially adversely affect our results of operations and financial condition.

An active trading market for our securities may not be developed or sustained which could limit the liquidity of an investment in our securities.

There is a limited trading market for our securities which are currently trading on the American Stock Exchange. There is no assurance that we will be able to continue to meet the listing requirements and that our securities will remain listed on the American Stock Exchange. If we are delisted from the American Stock Exchange, an investor could find it more difficult to dispose of, or to obtain accurate quotations as to the market value of, our securities. Additionally, regardless of which exchange our securities may trade on, an active and liquid trading market may not develop or, if developed, may not be sustained, which could limit security holders' ability to sell our securities at a desired price.

If any of our securities are delisted from the American Stock Exchange, we may be subject to the risks relating to penny stocks.

If any of our securities were to be delisted from trading on the American Stock Exchange and the trading price of such security remains below $5.00 per share on the date such security was delisted, trading in such security would also be subject to the requirements of certain rules promulgated under the Securities Exchange Act of 1934. These rules require additional disclosure by broker-dealers in connection with any trades involving a security defined as a penny stock and impose various sales practice requirements on broker-dealers who sell penny stocks to persons other than established customers and accredited investors, generally institutions. The additional burdens imposed upon broker-dealers by such requirements may discourage broker-dealers from effecting transactions in our securities, which could severely limit the market price and liquidity of such securities and the ability of purchasers to sell our securities in the secondary market. A penny stock is defined generally as any non-exchange listed equity security that has a market price of less than $5.00 per share, subject to certain exceptions.

A large number of shares may be sold in the market following our recent public offering which may cause the price of our securities to decline.

Sales of a substantial number of shares of our common stock or other securities in the public markets, or the perception that these sales may occur, could cause the market price of our common stock or other securities to decline and could materially impair our ability to raise capital through the sale of additional securities. We have 8,215,110 shares of our common stock outstanding. Of our outstanding shares, 6,460,403 are eligible for public trading.

Certain events could result in a dilution of your ownership of our common stock.

As of November 30, 2005 we have 8,215,110 shares of common stock outstanding and an aggregate of 2,551,800 warrants and options. As of December 14, 2005 an additional 1,243,000 options were granted to officers, directors and employees. The exercise price of all of our common stock equivalents ranges from $3.30 to $6.00 per share of common stock. Some of these warrants and options may provide antidilution protection to their holders which would result in our issuance of shares in addition to those under the warrant or option, upon the occurrence of sales of our common stock below certain prices, stock splits, redemptions, mergers, and other similar transactions. Furthermore, from time to time we may issue additional shares of common stock in private or public transactions to raise funds for working capital, research and development, acquisitions, or other purposes. If one or more of these events occurs, the number of outstanding shares of our common stock would increase and dilute your percentage ownership of our common stock.

If we do not maintain an effective registration statement or comply with applicable state securities laws, you may not be able to exercise our public warrants.

For any holder to be able to exercise our public warrants, the shares of our common stock underlying the public warrants must be covered by an effective and current registration statement and qualify or be exempt under the securities laws of the state or other jurisdiction in which you live. We cannot assure you that we will continue to maintain a current registration statement relating to the shares of our common stock underlying our public warrants or that an exemption from registration or qualification will be available throughout their term. This may have an adverse effect on demand for our public warrants and the prices that can be obtained from reselling them.

Our public warrants may be redeemed on short notice. This may have an adverse impact on their price.

We may redeem our public warrants for $0.25 per warrant, subject to adjustment in the event of a stock split, dividend or the like, upon 30 days' notice so long as the last reported sale price per share of our common stock as reported by the principal exchange or trading market on which our common stock trades equals or exceeds $10.00 (subject to adjustment) for twenty consecutive trading days ending on the tenth day prior to the date we give notice of redemption. If we give notice of redemption, holders of our public warrants will be forced to sell or exercise the public warrants they hold or accept the redemption price. The notice of redemption could come at a time when, under specific circumstances or generally, it is not advisable or possible to sell or exercise our public warrants.

Our officers, directors and 5% stockholders will exercise significant control over us.

Our current officers, directors and 5% stockholders, in the aggregate, control approximately 24.23% of our outstanding common stock (including common stock issuable to such person or group within 60 days after November 30, 2005). As a result, these stockholders acting together will be able to exert significant control over matters requiring stockholder approval, including the election of directors, approval of mergers, and other significant corporate transactions. This concentration of ownership could delay, prevent, or deter a change in control, and could deprive our stockholders of an opportunity to receive a premium for their stock as part of a sale of us and could affect the market price of our stock.

We do not intend to pay cash dividends.

We have never paid cash dividends on our stock and do not anticipate paying any cash dividends in the foreseeable future.

We may spend our funds in ways with which our stockholders may not agree.

The use of proceeds description from our recent public offering reflected our then-current planning and was only an estimate that is subject to change in our discretion. Furthermore, a substantial portion of the net proceeds from our recent public offering was not allocated for specific uses. Consequently, our management can spend our funds in ways with which our stockholders may not agree. We cannot predict that our funds will be invested or otherwise utilized to yield a favorable return.

Item 3. Controls and Procedures.

As of the end of the period covered by this quarterly report, the Company's Chief Executive Officer and Principal Financial Officer have conducted an evaluation of the Company's disclosure controls and procedures. Based on their evaluation, the Company's Chief Executive Officer and Principal Financial Officer have concluded that the Company's disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company in reports that it files or submits under the Securities Exchange Act of 1934 is (i) recorded, processed, summarized and reported within the time periods specified in the applicable Securities and Exchange Commission rules and forms and (ii) accumulated and communicated to the Company's management, including the Company's Chief Executive Officer and the Company's Principal Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

There was no change in the Company's internal control over financial reporting during the Company's most recently completed fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

Several lawsuits have been filed in the United States District Court for the District of Connecticut, by purchasers of our common stock naming

us, our Chairman and Chief Executive Officer and President, and certain underwriters, who sold shares of our common stock to the public, as defendants, seeking unspecified damages on behalf of a class of purchasers of our securities. On October 19, 2005, the District Court entered an order appointing lead plaintiffs and lead plaintiffs' counsel. On December 23, 2005, plaintiffs, through their counsel, filed a consolidated amended complaint, which asserts various violations of federal securities laws including claims under Sections 11, 12 and 15 of the Securities Act of 1933 and Sections 10(b) and 20 of the Securities Exchange Act of 1934. These claims are based on allegations that, among other things, we made misleading statements and failed to fully disclose material information from reports prepared by Volpe, MIT Lincoln Laboratory and the FAA, concerning

the timetable and our prospects for achieving operational viability of the SOCRATES® wake vortex sensor, and the characterization of certain litigation involving Samuel A. Kovnat, our Chairman and Chief Executive Officer, that was resolved in 1992. A copy of the full complaint may be obtained by contacting the Clerk of the District Court at (860) 240-3200 or 450 Main Street, Hartford, Connecticut 06103.

We firmly believe that the claims contained in the complaints are without merit and intend to conduct a vigorous defense in these matters. These lawsuits could be time-consuming and costly and could divert the attention of our management. These lawsuits or any future lawsuits filed against us could harm our business.

As previously reported, in December 2003, we learned that the SEC staff is conducting an informal investigation that appears to be looking into certain analyst reports about us, and our press releases. The SEC staff has not asserted that we have acted improperly or illegally and we believe we have acted properly and legally with respect to these analyst reports and our press releases. We can predict neither the length, scope, or results of the informal investigation nor its impact, if any, on us or our operations.

Item 4. Submission of Matters to a Vote of Security Holders

(a) The Annual Meeting of Stockholders of Flight Safety Technologies, Inc. was held at 11:00 a.m. Eastern Standard Time, on October 14, 2005 at the Mystic Marriott Hotel and Spa located at 625 North Road, Groton, Connecticut. The three proposals presented at the meeting were:

(1) To elect eight members to the Board of Directors,

(2) Adoption of the Flight Safety Technologies, Inc. 2005 Stock Incentive Plan,

(3) To ratify the Audit and Finance Committee's appointment of Wolf & Company, P.C. as our independent auditors.

(b) Each of the eight directors was elected for a term of one year and received the number of votes set forth below:

	FOR	WITHHELD
William B. Cotton	6,223,642	36,781
Jackson Kemper, Jr.	6,212,951	47,472
Samuel A. Kovnat	6,220,577	39,846
Joseph J. Luca	6,213,051	47,372
Larry L. Pressler	6,213,485	46,938
Frank L. Rees	6,223,945	36,478
Stephen P. Tocco	6,213,085	47,338
Kenneth S. Wood	6,213,085	47,338

(c) The adoption of the Flight Safety Technologies, Inc. 2005 Stock Incentive Plan was approved by a vote of 1,322,612 shares in favor, 161,771 shares against, and 38,967 abstaining.

(d) The ratification of the appointment of Wolf & Company, P.C. as our independent auditors was approved by a vote of 6,116,682 shares in favor, 33,677 shares against, and 10,064 shares abstaining.

Item 5. Other Information

During the New Year's holiday weekend, a break-in occurred at the Denver International Airport SOCRATES® test site. This resulted in vandalism and theft of equipment associated with the SOCRATES® system and as well as government owned and operated equipment.

Our equipment is covered by insurance and the appropriate law enforcement authorities have been notified. The extent of loss and the impact on development and test schedules is under review. None of the data taken before the event was lost and data analysis is still under way.

The DIA tests are intended to demonstrate laser acoustic detection performance of wake vortices utilizing an array of sixteen beams and leading to an emulation of a wake vortex avoidance system (WakeVAS). FST is performing these tests under a contract from the U.S. DOT / Volpe Center with Lockheed Martin Corporation as its principle subcontractor.

Item 6. Exhibits and Reports on Form 8-K.

(a) Exhibits

The following is a list of exhibits filed as part of the quarterly report on Form 10-QSB. Where so indicated by footnote, exhibits which were previously filed are incorporated by reference. For exhibits incorporated by reference, the location of the exhibit in the previous filing is indicated.

Exhibit No.	Description

3.1	Amended and Restated Articles of Incorporation (1)
3.2	By-Laws (2)
10.1	*Employment Agreement effective as of November 4, 2005, between Flight Safety Technologies, Inc. and Samuel A. Kovnat
10.2	*Employment Agreement effective as of November 4, 2005, between Flight Safety Technologies, Inc. and William B. Cotton
10.3	*Employment Agreement effective as of November 4, 2005, between Flight Safety Technologies, Inc. and David D. Cryer
10.4	*Employment Agreement effective as of November 4, 2005, between Flight Safety Technologies, Inc. and Frank L. Rees
10.5	Teaming Agreement dated May 1, 1997, by and between FSTO and Lockheed Martin Corporation (3)
10.6	Share Exchange Agreement between Reel Staff, Inc. and Flight Safety Technologies, Inc., dated June 24, 2002, as amended July 15, 2002 (4)
10.7	Cost Reimbursement Research Project Agreement between Flight Safety Technologies, Inc. and Georgia Tech Applied Research Corporation (5)
10.8	Phase III Contract issued by U.S. Department of Transportation/RSPA/Volpe Center, dated September 30, 2003 (6)
10.9	Agreement between Flight Safety Technologies, Inc. and Advanced Acoustics Concepts, Inc., dated January 14, 2000 (7)
10.10	Phase IV Contract Issued by U.S. Department of Transportation/RITA/Volpe Center, dated September 1, 2005 (8)
31.1	*Chief Executive Officer Certification as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350).
31.2	*Chief Financial Officer Certification as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350).
32.1	*Certification of Chief Executive Officer and Chief Financial Officer as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350).

*Submitted herewith

(1)	Incorporated by reference to Exhibit 3.1 on our Form 10-QSB, which was filed on April 6, 2004.
(2)	Incorporated by reference to Exhibit 3.2 on our Form SB-2, which was filed on January 29, 2003.
(3)	Incorporated by reference to Exhibit 10.7 on our 8-KA, which was filed on November 6, 2002.
(4)	Incorporated by reference to Exhibit 10.1 on our Form 8-K, which was filed on July 18, 2002.
(5)	Incorporated by reference to Exhibit 10.7 on our Form SB-2/A, which was filed on November 26, 2003.
(6)	Incorporated by reference to Exhibit 10.8 on our Form SB-2/A, which was filed on November 26, 2003.
(7)	Incorporated by reference to Exhibit 10.9 on our Form SB-2/A, which was filed on November 26, 2003.
(8)	Incorporated by reference to Exhibit 10.10 on our Form 10-QSB, which was filed on October 14, 2005.

(b) Reports on Form 8-K

On September 20, 2005, we filed a Current report on Form 8-K. The report contained an Item 7.01 disclosure announcing that we had received a new $9,815,410 contract from the U.S. Department of Transportation/Volpe Center with an award date of September 15, 2005.

On September 22, 2005, we filed a Current report on Form 8-K. The report contained an Item 7.01 disclosure announcing that Samuel A. Kovnat, Chairman and CEO, was interviewed by the Wall Street Transcript on August 3, 2005 and that the transcript was posted at www.TWST.com and the Company's website.

On October 6, 2005, we filed a Current report on Form 8-K. The report contained an Item 7.01 disclosure announcing that testing of our SOCRATES® wake vortex sensor at Denver International Airport had been extended.

On October 11, 2005, we filed a Current report on Form 8-K. The report contained an Item 7.01 disclosure which contained articles written about testing of our SOCRATES® wake vortex sensor technology at Denver International Airport.

On November 15, 2005, we filed a Current report on Form 8-K. The report contained an Item 7.01 disclosure announcing that Samuel A. Kovnat, Chairman and CEO, was interviewed by WallStreet on November 11, 2005 and that an audio transcript was posted on their website at www.wallst.net.

SIGNATURES

In accordance with requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Flight Safety Technologies, Inc.
a Nevada corporation

January 12, 2006 By: 

[redacted]

Samuel A. Kovnat
Chairman and Chief Executive Officer

January 12, 2006 By: 

[redacted]

David D. Cryer
Chief Financial Officer and Treasurer

Exhibit 10.1

EMPLOYMENT AGREEMENT
Between Flight Safety Technologies, Inc.
and
SAMUEL A. KOVNAT

THIS AGREEMENT made as of the 4th day of November, 2005, by and between Flight Safety Technologies, Inc., a Nevada Corporation with a principal place of business at 28 Cottrell Street, Mystic, Connecticut, 06355 (hereafter "Flight Safety" or the "Company"), and Samuel A. Kovnat (hereafter or "Employee").

RECITALS:

WHEREAS, Flight Safety is engaged in the business of designing, developing, marketing, managing and operating proprietary devices, equipment, and technologies to enhance aviation safety, increase airport capacity and reduce airport delays (the "Business");

WHEREAS, Flight Safety desires to employ Employee to provide certain services related to the development and operation of its business; and

WHEREAS, Employee desires to render such services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment.

   (a) Flight Safety hereby employs Employee as its Chief Executive Officer and Chairman of its Board of Directors with principal responsibility for obtaining financing for the Company from governmental agencies and other sources, articulating the mission of the Company, coordinating its operations with the President, Chief Financial Officer, and Technical Director and carrying out such other duties as the Board of Directors of the Company from time to time may assign to him. Employee hereby accepts the appointment to serve in each capacity at Flight Safety. During the term of this agreement, Employee will be responsible to report to the Board of Directors of the Company.

   (b) The Employee hereby accepts such appointment subject to the provisions and conditions of this Agreement.

2. Duration of Agreement. This Agreement shall extend for a period of two years if not sooner terminated pursuant to Section 6 below. The parties may agree by written amendment to continue this Agreement after that date on a year to year basis.

3. Employee's Duties.

   (a) The Employee shall devote all of his business time and attention to the affairs of the Company to effectively carry out his assigned duties.

   (b) Outside Activities. Employee will be able to serve on up to two Board of Director positions provided these activities do not conflict with or diminish Employee's ability to conduct his duties to the Company. Any Board positions or any other professional activities unrelated to the Company will require the prior approval of the Company's Board of Directors.

4. Company's Duties.

   (a) The Company shall:

      (i) Compensate Employee as set forth in Section 5 below.

      (ii) Furnish the Employee with a suitable private office, and such equipment, supplies, instruments, and clerical and staff support as are reasonable and necessary to fulfill his responsibilities as set forth in this Agreement.

(iii) Furnish the Employee with such data, materials, documents and other information as are reasonable and necessary to fulfill his responsibilities and duties as set forth in this Agreement.

(iv) Reimburse the Employee for all reasonable out of pocket business expenses he incurs to fulfill the terms of this Agreement, approved by the Company in accordance with its policies, rules, standards, and/or procedures governing such expenses, including without limitation, those for travel, lodging, food, telephone, facsimile and other electronic voice or data transmissions. The Employee shall submit periodic reports of such expenses on forms with supporting documentation as the Company shall prescribe for its executive Employees and Company shall pay such reimbursement within forty-five (45) days of such submissions.

(b) The Company, upon approval of the Board of Directors, may pay additional compensation to members of the management, including the Board of Directors beyond that amount set forth in Sections 5(a) and 5(b) below. The Board may approve such additional compensation if it views such additional compensation to be in the best interest of, and fair to the Company. Such additional compensation may be in the form of, without limitation, stock options, warrants, or performance bonuses.

5. Compensation.

(a) The Company shall pay Employee, at a minimum, a base annual salary of $182,600 ("Base Compensation") for each of the two years. Compensation shall be in monthly installments payable on the last day of each month, except as the parties may agree to another installment practice with consent of Board of Directors from time to time. There shall be no adjustment for cost of living increases or Consumer Price Index increases. This compensation is subject to Section 5(d) below.

(b) Employee shall be eligible to participate in coverage under the Company's employee and insurance plans or programs and other employee benefit plan or programs, if any, at least equal to the coverage provided to other full-time executives of Flight Safety, including an annual allowance of up to $7,200 payable monthly to cover the costs of individual medical insurance premiums and/or medical costs and expenses.

(c) Employee may be paid additional compensation (as a member of management and/or the Board of Directors) as the Board may approve from time to time pursuant to Section 4(b) above.

6. Termination.

(a) The Term of this Agreement shall end on the date of the first of the following events to occur:

(i) Close of business two (2) years to the date following the execution of this Agreement.

(ii) Immediately following the Board of Director's receipt of written notice of the Employee's resignation. The Employee shall not deliver any such notice until the parties have had prior verbal discussions.

(iii) The date on which the Employee shall have received written notice from the Board of Directors of the Company that it has decided to terminate his employment for cause, which notice shall specify the nature of such cause. For purposes of this subsection, "cause" shall mean any of the following:

(A) The breach of any term of this Agreement.

(B) The repeated, deliberate or intentional failure, refusal, or the habitual neglect of the Employee to perform his duties to the standard required under this Agreement (except by reason of short term or long term disability).

(C) Acts constituting gross negligence in the performance of his duties or any cause based on criminal misconduct.

(D) An act of dishonesty by the Employee intended to result in gain or personal enrichment of the Employee at the Company's expense.

(E) In the event that the Employee is unable for a period of one hundred eighty (180) consecutive days to substantially perform his duties and services under this Agreement by reason of illness or incapacity, the thirtieth (30^{th}) day after the date on which Employee shall have received written notice from the Board of Directors of the Company that it has decided to terminate his employment because of such disability.

(F) Death of the Employee.

(b) Termination of the Employee's employment pursuant to Section 6(a) shall not affect Employee's obligation under Sections 7 (Confidentiality), 8 (Restrictive Covenants), and 10 (Intellectual Property).

(c) The Company may terminate the Employee's employment at any time without cause. In the event of termination without cause the Company will continue to pay the Employee an amount equal to his pay for twelve month monthly installments (twelve months salary) or the amount equal to his pay for the number of monthly installments remaining under this Agreement, whichever is less.

7. Confidentiality.

(a) The Employee may now and in the future have access to, and may be given information with respect to the special business techniques, concepts, designs, drawings, ideas, models, inventions, molds, forms, software programs, other intangible work product and tangible deliverables, patents, copyrights, trade secrets, other intellectual property, systems, know-how, financial, accounting and production policies, procedures, records and infrastructure, lists of customers, and all other information regarding manufacture, implementation or distribution of the products, plans and technology (the "Confidential Information) that are a part of or used or useful in the Business of the Company and its members, employees, agents, subsidiaries or affiliates (the "Protected Party"), which is not generally known to the public and gives the Protected Party an advantage over its respective competitors who do not know or use the Confidential Information. The Employee acknowledges that all of such Confidential Information as it now or in the future exists:

(1) Belongs to the Company, its shareholders, subsidiaries and affiliates;

(2) Constitutes specialized and highly confidential information not generally known in the industry; and

(3) Constitutes a valuable asset of the Company.

Accordingly, the Employee recognizes and acknowledges that it is essential to the Company to protect the confidentiality of such Confidential Information.

(b) The Employee agrees to act as a trustee of such Confidential Information and of any other confidential information he acquires in connection with his association with the Company. Further, as an inducement to the Company to retain him as an employee, he will hold all such Confidential Information, in trust and confidence for the use and benefit solely of the Company.

(c) The Employee agrees to refrain from divulging or disclosing any Confidential Information to others and from using such Confidential Information, except for the benefit of the Company as contemplated hereunder. The Employee further agrees to refrain from taking any other actions, which would tend to destroy or reduce the value of the Confidential Information to the Protected Party.

(d) Upon the Employee's termination (for any reason), the Employee shall deliver, or cause to be delivered in the case of termination because of incapacity, to the Company all documents and data of any nature pertaining to his work with the Company. The Employee shall not take any documents or data of any description or any reproduction of any description containing or pertaining to any Confidential Information.

(e) The confidentiality provisions of this Section 7 are intended to supplement and not supersede the applicable provisions of the Uniform Trade Secrets Act, to the fullest extent applicable.

(f) During the term hereof, and thereafter, the Employee shall not disclose such Confidential Information to any person, firm, association, or other entity for any reason or purpose whatsoever, unless such information has already become common knowledge or unless the Employee is required to disclose it by judicial process. The Employee shall notify the Company in writing of such judicial process prior to disclosure, and allow the Company a reasonable opportunity to defend and protect its rights therein.

8. Restrictive Covenants.

(a) For a period of twelve (12) months after the expiration or termination of this Agreement for any reason whatsoever, the Employee shall not, directly or indirectly, engage in activities for, nor render services (similar or reasonably related to those in which the Employee shall have rendered to the Company) to, any person, entity, firm, business organization which directly or indirectly competes with the Business of the Company to the extent and insofar as such competition is based on or exploits the Confidential Information or Inventions of the Company, whether now existing or hereafter established, nor shall the Employee entice, induce or encourage any of the Company's employees to engage in any activity which, were it done by the Employee, would violate any provision of the this section.

(b) For a period of twelve (12) months after the expiration or termination of this Agreement for any reason whatsoever, the Employee shall not, directly or indirectly, solicit the Company's employees or independent contractors to leave their employ or terminate their contracts with the Company. Further, the Employee shall not offer or cause to be offered employment or an independent contract to any person who was employed by or under contract with the Business of the Company at any time during the twelve (12) months prior to the termination of his employment with the Company.

Upon the Employee's written request to the Company specifying the activities proposed to be conducted by the Employee, the Company may in its discretion give the Employee written approval(s) to personally engage in any activity or render services referred to in Subsection (a) upon receipt of written assurances (satisfactory to the Company and its counsel) from the Employee and from the Employee's prospective employer(s), partner(s) or company that the integrity and provisions of this Section will not in any way be jeopardized or violated by such activities, provided the burden of so establishing the foregoing to the satisfaction of the Company and its counsel shall be upon the Employee and his prospective employer(s), partner(s) or company.

(c) The parties acknowledge that they have attempted to limit the Employee's right to compete only to the extent necessary to protect the Company from unfair competition. However, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a court or other trier of fact may modify and enforce the covenant to the extent that it finds the covenant to be reasonable under the circumstances existing at the time.

(d) The Employee further acknowledges that: (1) in the event his contract with the Company terminates for any reason, he will be able to earn a livelihood without violating the foregoing restrictions; and (2) that his ability to earn a livelihood without violating such restrictions is a material condition to his retention by the Company.

(e) The Employee's duties under this Section 8 shall survive termination of the Employee's employment with the Company. The Employee acknowledges that a remedy at law for any breach or threatened breach by the Employee of this Section 8 would be inadequate, and the Employee therefore agrees that the Company shall be entitled to injunctive relief in case of any such breach or threatened breach.

9. Warranty Against Prior Existing Restriction. The Employee represents and warrants to the Company that he is not a party to any agreement containing a non-competition clause or other restriction with respect to: (a) the services which he is required to perform hereunder; or (b) the use or disclosure of any information directly or indirectly related to the Company's business, or to the services he is required to render pursuant hereto.

10. Intellectual Property.

(a) The Employee agrees that all inventions, designs, improvements, writings, and discoveries, processes and techniques (collectively defined as "Intellectual Property") made since first being employed by the Company until the employee ceases to be employed by the Company, whether under this Agreement or otherwise, and pertaining to the business conducted by the Company, shall be the exclusive property of the Company. The employee agrees to promptly disclose such Intellectual Property to the Company, and the Company shall determine whether such Intellectual Property pertains to its current or future business.

(b) All Intellectual Property shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he may have or acquire in all Intellectual Property. The Employee further agrees as to all Intellectual Property to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trademarks, and other rights and protections and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. The Employee's obligation to assist the Company in obtaining and enforcing patents, copyrights, trademarks and other rights and protections relating to the Inventions in any and all countries shall continue beyond the termination of the Employee's employment, but the Company shall compensate the Employee at a reasonable rate after such termination for time actually spent by Employee at the Company's request on such assistance.

(c) In the event the Company is unable after reasonable effort, to secure the Employee's signature on any document or documents needed to apply for or prosecute any patent, copyright, other right or protection relating to an Invention, for any reason whatsoever,

the Employee hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as the Employee's agent and attorney-in-fact to act for and on the Employee's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by the Employee.

(d) The Company makes no claim to any intellectual property or product which is developed or invented by the Employee and not useful in or unrelated to the Company's Business as determined by the Company, provided such intellectual property or product does not violate any terms of Section 7 (Confidentiality), Section 8 (Restrictive Covenants), or Section 10 (Intellectual Property) set forth in this Agreement. Further, the Employee's invention may not result from the use of Confidential Information. The Company shall notify the Employee within one year whether any such intellectual property is related to the Company's current or future business. If the Company fails to notify the Employee within one year, then the Company shall forfeit any rights to the intellectual property.

11. Severability. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policy of each jurisdiction in which enforcement is sought. Accordingly, if any particular provision, section, or subsection of this Agreement is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, section, or subsection. In addition, if any one or more of the provisions contained in this Agreement shall for any reason be held to excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. Each provision, section, and subsection of this Agreement is declared to be separable from every other provision, section, and subsection and constitutes a separate and distinct covenant.

12. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations, or warranties not set forth herein.

13. Notices. All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, return receipt requested postage prepaid, addressed to the Company or Employee at their last known addresses. Addresses are as follows:

If to Company: Flight Safety Technologies, Inc.
28 Cottrell Street
Mystic, Connecticut 06355

If to Employee: Samuel A. Kovnat
252 Denison Hill Road
North Stonington, CT 06359

14. Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

19. Remedies. The parties agree that in addition to any other rights and remedies available to the Company for any breach by the Employee of his obligations hereunder, the Company shall be entitled to enforce the Employee's obligations hereunder by court injunction, or court ordered affirmative action, which injunction or ordered action may restrain a future breaking of this Agreement if there is reasonable ground to believe that such a breach is threatened. The Employee further agrees to allow the Company to enjoin future use or disclosure of its Confidential Information if it has reasonable grounds to believe such action is necessary to protect such Confidential Information.

20. Attorney's Fees. If either party hereto shall breach any of the terms hereof, such breaching party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including reasonable attorney's fees and costs, incurred by such party in enforcing the terms of this Agreement.

21. Prohibition Against Assignment. The Employee agrees, for himself and on behalf of his successors, heirs, executors, administrators, and any person or persons claiming under him by virtue hereof, that this Agreement and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the Company of any and all obligations or liability hereunder.

IN WITNESS WHEREOF, I have on the date set forthwith unto my signature and seal

For Company:
Flight Safety Technologies, Inc.

/s/ William B. Cotton
By: William B. Cotton
Its President

For Employee:

/s/Samuel A. Kovnat
Samuel A. Kovnat

Exhibit 10.2

EMPLOYMENT AGREEMENT
Between Flight Safety Technologies, Inc.
and
William B. Cotton

THIS AGREEMENT made as of this 4th day of November, 2005, by and between Flight Safety Technologies, Inc., a Nevada Corporation with a principal place of business at 28 Cottrell Street, Mystic, Connecticut, 06355 (hereafter "Flight Safety" or the "Company"), and William B. Cotton (hereafter or "Employee").

RECITALS:

WHEREAS, Flight Safety is engaged in the business of designing, developing, marketing, managing and operating proprietary devices, equipment, and technologies to enhance aviation safety, increase airport capacity and reduce airport delays (the "Business");

WHEREAS, Flight Safety desires to employ Employee to provide certain services related to the development and operation of its business; and

WHEREAS, Employee desires to render such services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment.

   (a) Flight Safety hereby employs Employee as its President to assist in ongoing development of the Company, interface with governmental agencies with which the Company contracts, act as a primary liaison to the airline industry and airports, work with its Chief Executive Officer, Chief Financial Officer, Technical Director and other employees and carrying out such other duties as the Board of Directors of the Company from time to time may assign to him. Employee hereby accepts the appointment to serve in each capacity at Flight Safety. During the term of this Agreement, Employee will be responsible to report to the Chairman of the Board of Directors and to the Chief Executive Officer.

   (b) The Employee hereby accepts such appointment subject to the provisions and conditions of this Agreement.

2. Duration of Agreement. This Agreement shall extend for a period of two years if not sooner terminated pursuant to Section 6 below. The parties may agree by written amendment to continue this Agreement after that date on a year to year basis.

3. Employee's Duties.

   (a) The Employee shall devote all of his business time and attention to the affairs of the Company to effectively carry out his assigned duties. The Company understands that Employee has an existing consulting contract with the National Institute of Aerospace, Inc. working in conjunction with the NASA/Langley Research center and Employee shall continue to work under said consulting contract during his non-business hours and on a non-interfering basis.

   (b) Outside Activities. Employee will be able to serve on up to two Board of Director positions provided these activities do not conflict with or diminish Employee's ability to conduct his duties to the Company. Any Board positions or any other professional activities unrelated to the Company will require the prior approval of the Company's Board of Directors.

4. Company's Duties.

   (a) The Company shall:

(i) Compensate Employee as set forth in Section 5 below.

(ii) Furnish the Employee with a suitable private office, and such equipment, supplies, instruments, and clerical and staff support as are reasonable and necessary to fulfill his responsibilities as set forth in this Agreement.

(iii) Furnish the Employee with such data, materials, documents and other information as are reasonable and necessary to fulfill his responsibilities and duties as set forth in this Agreement.

(iv) Reimburse the Employee for all reasonable out of pocket business expenses he incurs to fulfill the terms of this Agreement, approved by the Company in accordance with its policies, rules, standards, and/or procedures governing such expenses, including without limitation, those for travel, lodging, food, telephone, facsimile and other electronic voice or data transmissions. The Employee shall submit periodic reports of such expenses on forms with supporting documentation as the Company shall prescribe for its executive Employees and Company shall pay such reimbursement within forty-five (45) days of such submissions.

(b) The Company, upon approval of the Board of Directors, may pay additional compensation to members of the management, including the Board of Directors beyond that amount set forth in Sections 5(a) and 5(b) below. The Board may approve such additional compensation if it views such additional compensation to be in the best interest of, and fair to the Company. Such additional compensation may be in the form of, without limitation, stock options, warrants, or performance bonuses.

5. Compensation.

(a) The Company shall pay Employee, at a minimum, a base annual salary of $165,000 ("Base Compensation") for each of the two years. Compensation shall be in monthly installments payable on the last day of each month, except as the parties may agree to another installment practice with consent of Board of Directors from time to time. There shall be no adjustment for cost of living increases or Consumer Price Index increases. This compensation is subject to Section 5(d) below.

(b) Employee shall be eligible to participate in coverage under the Company's employee and insurance plans or programs and other employee benefit plan or programs, if any, at least equal to the coverage provided to other full-time executives of Flight Safety, including an annual allowance of up to $7,200 payable monthly to cover the costs of individual medical insurance premiums and/or medical costs and expenses.

(c) Employee may be paid additional compensation (as a member of management and/or the Board of Directors) as the Board may approve from time to time pursuant to Section 4(b) above.

6. Termination.

(a) The Term of this Agreement shall end on the date of the first of the following events to occur:

(i) Close of business two (2) years to the date following the execution of this Agreement.

(ii) Immediately following the Board of Director's receipt of written notice of the Employee's resignation. The Employee shall not deliver any such notice until the parties have had prior verbal discussions.

(iii) The date on which the Employee shall have received written notice from the Board of Directors of the Company that it has decided to terminate his employment for cause, which notice shall specify the nature of such cause. For purposes of this subsection, "cause" shall mean any of the following:

(A) The breach of any term of this Agreement.

(B) The repeated, deliberate or intentional failure, refusal, or the habitual neglect of the Employee to perform his duties to the standard required under this Agreement (except by reason of short term or long term disability).

(C) Acts constituting gross negligence in the performance of his duties or any cause based on criminal misconduct.

(D) An act of dishonesty by the Employee intended to result in gain or personal enrichment of the Employee at the Company's expense.

(E) In the event that the Employee is unable for a period of one hundred eighty (180) consecutive days to substantially perform his duties and services under this Agreement by reason of illness or incapacity, the thirtieth (30^{th}) day after the date on which Employee shall have received written notice from the Board of Directors of the Company that it has decided to terminate his employment because of such disability.

(F) Death of the Employee.

(b) If a dispute arises out of or relates to any termination for cause under this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Any such dispute that cannot be settled through mediation shall be settled by arbitration administered by the American Arbitration Association under its National Rules for Resolution of Employment Disputes and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) Termination of the Employee's employment pursuant to Section 6(a) shall not affect Employee's obligation under Sections 7 (Confidentiality), 8 (Restrictive Covenants), and 10 (Intellectual Property).

(d) The Company may terminate the Employee's employment at any time without cause. In the event of termination without cause the Company will continue to pay the Employee an amount equal to his pay for twelve month monthly installments (twelve months salary) or the amount equal to his pay for the number of monthly installments remaining under this Agreement, whichever is greater.

7. Confidentiality.

(a) The Employee may now and in the future have access to, and may be given information with respect to the special business techniques, concepts, designs, drawings, ideas, models, inventions, molds, forms, software programs, other intangible work product and tangible deliverables, patents, copyrights, trade secrets, other intellectual property, systems, know-how, financial, accounting and production policies, procedures, records and infrastructure, lists of customers, and all other information regarding manufacture, implementation or distribution of the products, plans and technology (the "Confidential Information) that are a part of or used or useful in the Business of the Company and its members, employees, agents, subsidiaries or affiliates (the "Protected Party"), which is not generally known to the public and gives the Protected Party an advantage over its respective competitors who do not know or use the Confidential Information. The Employee acknowledges that all of such Confidential Information as it now or in the future exists:

(1) Belongs to the Company, its shareholders, subsidiaries and affiliates;

(2) Constitutes specialized and highly confidential information not generally known in the industry; and

(3) Constitutes a valuable asset of the Company.

Accordingly, the Employee recognizes and acknowledges that it is essential to the Company to protect the confidentiality of such Confidential Information.

(b) The Employee agrees to act as a trustee of such Confidential Information and of any other confidential information he acquires in connection with his association with the Company. Further, as an inducement to the Company to retain him as an employee, he will hold all such Confidential Information, in trust and confidence for the use and benefit solely of the Company.

(c) The Employee agrees to refrain from divulging or disclosing any Confidential Information to others and from using such Confidential Information, except for the benefit of the Company as contemplated hereunder. The Employee further agrees to refrain from taking any other actions, which would tend to destroy or reduce the value of the Confidential Information to the Protected Party.

(d) Upon the Employee's termination (for any reason), the Employee shall deliver, or cause to be delivered in the case of termination because of incapacity, to the Company all documents and data of any nature pertaining to his work with the Company. The Employee shall not take any documents or data of any description or any reproduction of any description containing or pertaining to any Confidential Information.

(e) The confidentiality provisions of this Section 7 are intended to supplement and not supersede the applicable provisions of the Uniform Trade Secrets Act, to the fullest extent applicable.

(f) During the term hereof, and thereafter, the Employee shall not disclose such Confidential Information to any person, firm, association, or other entity for any reason or purpose whatsoever, unless such information has already become common knowledge or unless the Employee is required to disclose it by judicial process. The Employee shall notify the Company in writing of such judicial process prior to disclosure, and allow the Company a reasonable opportunity to defend and protect its rights therein.

8. Restrictive Covenants.

(a) For a period of twelve (12) months after the expiration or termination of this Agreement for any reason whatsoever, the Employee shall not, directly or indirectly, engage in activities for, nor render services (similar or reasonably related to those in which the Employee shall have rendered to the Company) to, any person, entity, firm, business organization which directly or indirectly competes with the Business of the Company to the extent and insofar as such competition is based on or exploits the Confidential Information or Inventions of the Company, whether now existing or hereafter established, nor shall the Employee entice, induce or encourage any of the Company's employees to engage in any activity which, were it done by the Employee, would violate any provision of the this section.

(b) For a period of twelve (12) months after the expiration or termination of this Agreement for any reason whatsoever, the Employee shall not, directly or indirectly, solicit the Company's employees or independent contractors to leave their employ or terminate their contracts with the Company. Further, the Employee shall not offer or cause to be offered employment or an independent contract to any person who was employed by or under contract with the Business of the Company at any time during the twelve (12) months prior to the termination of his employment with the Company.

Upon the Employee's written request to the Company specifying the activities proposed to be conducted by the Employee, the Company may in its discretion give the Employee written approval(s) to personally engage in any activity or render services referred to in Subsection (a) upon receipt of written assurances (satisfactory to the Company and its counsel) from the Employee and from the Employee's prospective employer(s), partner(s) or company that the integrity and provisions of this Section will not in any way be jeopardized or violated by such activities, provided the burden of so establishing the foregoing to the satisfaction of the Company and its counsel shall be upon the Employee and his prospective employer(s), partner(s) or company.

(c) The parties acknowledge that they have attempted to limit the Employee's right to compete only to the extent necessary to protect the Company from unfair competition. However, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a court or other trier of fact may modify and enforce the covenant to the extent that it finds the covenant to be reasonable under the circumstances existing at the time.

(d) The Employee further acknowledges that: (1) in the event his contract with the Company terminates for any reason, he will be able to earn a livelihood without violating the foregoing restrictions; and (2) that his ability to earn a livelihood without violating such restrictions is a material condition to his retention by the Company.

(e) The Employee's duties under this Section 8 shall survive termination of the Employee's employment with the Company. The Employee acknowledges that a remedy at law for any breach or threatened breach by the Employee of this Section 8 would be inadequate, and the Employee therefore agrees that the Company shall be entitled to injunctive relief in case of any such breach or threatened breach.

9. Warranty Against Prior Existing Restriction. The Employee represents and warrants to the Company that he is not a party to any agreement containing a non-competition clause or other restriction with respect to: (a) the services which he is required to perform hereunder; or (b) the use or disclosure of any information directly or indirectly related to the Company's business, or to the services he is required to render pursuant hereto.

10. Intellectual Property.

(a) The Employee agrees that all inventions, designs, improvements, writings, and discoveries, processes and techniques (collectively defined as "Intellectual Property") made since first being employed by the Company until the employee ceases to be employed by the Company, whether under this Agreement or otherwise, and pertaining to the business conducted by the Company, shall be the exclusive property of the Company. The employee agrees to promptly disclose such Intellectual Property to the Company, and the Company shall determine whether such Intellectual Property pertains to its current or future business.

(b) All Intellectual Property shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he may have or acquire in all Intellectual Property. The Employee further agrees as to all Intellectual Property to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trademarks, and other rights and protections and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. The Employee's obligation to assist the Company in obtaining and enforcing patents, copyrights, trademarks and other rights and protections relating to the Inventions in any and all countries shall continue beyond the termination of the Employee's employment, but the Company shall compensate the Employee at a reasonable rate after such termination for time actually spent by Employee at the Company's request on such assistance.

(c) In the event the Company is unable after reasonable effort, to secure the Employee's signature on any document or documents needed to apply for or prosecute any patent, copyright, other right or protection relating to an Invention, for any reason whatsoever, the Employee hereby irrevocably designate and appoint the Company and its duly

authorized officers and agents as the Employee's agent and attorney-in-fact to act for and on the Employee's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by the Employee.

(d) The Company makes no claim to any intellectual property or product which is developed or invented by the Employee and not useful in or unrelated to the Company's Business as determined by the Company, provided such intellectual property or product does not violate any terms of Section 7 (Confidentiality), Section 8 (Restrictive Covenants), or Section 10 (Intellectual Property) set forth in this Agreement. Further, the Employee's invention may not result from the use of Confidential Information. The Company shall notify the Employee within one year whether any such intellectual property is related to the Company's current or future business. If the Company fails to notify the Employee within one year, then the Company shall forfeit any rights to the intellectual property.

11. Severability. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policy of each jurisdiction in which enforcement is sought. Accordingly, if any particular provision, section, or subsection of this Agreement is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, section, or subsection. In addition, if any one or more of the provisions contained in this Agreement shall for any reason be held to excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. Each provision, section, and subsection of this Agreement is declared to be separable from every other provision, section, and subsection and constitutes a separate and distinct covenant.

12. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations, or warranties not set forth herein.

13. Notices. All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, return receipt requested postage prepaid, addressed to the Company or Employee at their last known addresses. Addresses are as follows:

If to Company: Flight Safety Technologies, Inc.
28 Cottrell Street
Mystic, Connecticut 06355

If to Employee: William B. Cotton
Cotton Aviation Enterprises
1431 Bonita Avenue
Mount Prospect, IL 60056

14. Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

19. Remedies. The parties agree that in addition to any other rights and remedies available to the Company for any breach by the Employee of his obligations hereunder, the Company shall be entitled to enforce the Employee's obligations hereunder by court injunction, or court ordered affirmative action, which injunction or ordered action may restrain a future breaking of this Agreement if there is reasonable ground to believe that such a breach is threatened. The Employee further agrees to allow the Company to enjoin future use or disclosure of its Confidential Information if it has reasonable grounds to believe such action is necessary to protect such Confidential Information.

20. Attorney's Fees. If either party hereto shall breach any of the terms hereof, such breaching party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including reasonable attorney's fees and costs, incurred by such party in enforcing the terms of this Agreement.

21. Prohibition Against Assignment. The Employee agrees, for himself and on behalf of his successors, heirs, executors, administrators, and any person or persons claiming under him by virtue hereof, that this Agreement and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the Company of any and all obligations or liability hereunder.

IN WITNESS WHEREOF, I have on the date set forthwith unto my signature and seal

For Company:
Flight Safety Technologies, Inc.

By: Samuel A. Kovnat
Its Chief Executive Officer

For Employee:

William B. Cotton
Individually

Exhibit 10.3

EMPLOYMENT AGREEMENT
Between Flight Safety Technologies, Inc.
and
DAVID D. CRYER

THIS AGREEMENT made as of the 4th day of November, 2005, by and between Flight Safety Technologies, Inc., a Nevada Corporation with a principal place of business at 28 Cottrell Street, Mystic, Connecticut, 06355 (hereafter "Flight Safety" or the "Company") and David D. Cryer (hereafter "Employee").

RECITALS:

WHEREAS, Flight Safety is engaged in the business of designing, developing, marketing, managing and operating proprietary devices, equipment, and technologies to enhance aviation safety, increase airport capacity and reduce airport delays (the "Business");

WHEREAS, Flight Safety desires to employ Employee to provide certain services related to the development and operation of its Business; and

WHEREAS, Employee desires to render such services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment.

   (a) Flight Safety hereby employs Employee as its Vice President and Chief Financial Officer who shall supervise and monitor the finances of the Company and financial reporting of the Company, including working with the outside auditors of the Company, and Employee hereby accepts the appointment to serve in each capacity at Flight Safety. During the term of this agreement, Employee will be responsible to report to the President and its Chief Executive Officer.

   (b) The Employee hereby accepts such appointment subject to the provisions and conditions of this Agreement.

2. Duration of Agreement. This Agreement shall extend for a period of two years if not sooner terminated pursuant to Section 6 below. The parties may agree by written amendment to continue this Agreement after that date on a year to year basis.

Employee's Duties.

3.

   (a) Within ninety (90) days from the effective date of this Agreement, the Employee shall devote substantially all of his business time and attention to the affairs of the Company to effectively carry out his assigned duties. In the event the Company is not successful in raising the current planned funding through the current underwriting by The Shemano Group, Inc., neither the Employee or the Company will be obligated under this Agreement and the Employee shall continue under the current compensation arrangement.

(b) Outside Activities. Employee will be able to serve on up to two Board of Director positions provided these activities do not conflict with or diminish Employee's ability to conduct his duties to the Company. Any Board positions or any other professional activities unrelated to the Company will require the prior approval of the Company's Board of Directors.

4. Company's Duties.

(a) The Company shall:

(i) Compensate Employee as set forth in Section 5 below.

(ii) Furnish the Employee with a suitable private office, and such equipment, supplies, instruments, and clerical and staff support as are reasonable and necessary to fulfill his responsibilities as set forth in this Agreement.

(iii) Furnish the Employee with such data, materials, documents and other information as are reasonable and necessary to fulfill his responsibilities and duties as set forth in this Agreement.

(iv) Reimburse the Employee for all reasonable out of pocket business expenses he incurs to fulfill the terms of this Agreement, approved by the Company in accordance with its policies, rules, standards, and/or procedures governing such expenses, including without limitation, those for travel, lodging, food, telephone, facsimile and other electronic voice or data transmissions. The Employee shall submit periodic reports of such expenses on forms with supporting documentation as the Company shall prescribe for its executive Employees and Company shall pay such reimbursement within forty-five (45) days of such submissions.

(b) The Company, upon approval of the Board of Directors, may pay additional compensation to members of the management, including the Board of Directors beyond that amount set forth in Sections 5(a) and 5(b) below. The Board may approve such additional compensation if it views such additional compensation to be in the best interest of, and fair to the Company. Such additional compensation may be in the form of, without limitation, stock options, warrants, or performance bonuses.

5. Compensation.

(a) The Company shall pay Employee, at a minimum, a base annual salary of $109,800 ("Base Compensation") for each of the two years. Compensation shall be in monthly installments payable on the last day of each month, except as the parties may agree to another installment practice with consent of Board of Directors from time to time. There shall be no adjustment for cost of living increases or Consumer Price Index increases. This compensation is subject to Section 5(d) below.

(b) Employee shall be eligible to participate in coverage under the Company's employee and insurance plans or programs and other employee benefit plan or programs, if any, at least equal to the coverage provided to other full-time executives of Flight Safety, including an annual allowance of up to $7,200 payable monthly to cover the costs of individual medical insurance premiums and/or medical costs and expenses.

(c) Employee may be paid additional compensation (as a member of management and/or the Board of Directors) as the Board may approve from time to time pursuant to Section 4(b) above.

6. Termination.

(a) The Term of this Agreement shall end on the date of the first of the following events to occur:

(i) Close of business two (2) years to the date following the execution of this Agreement.

(ii) Immediately following the Board of Director's receipt of written notice of the Employee's resignation. The Employee shall not deliver any such notice until the parties have had prior verbal discussions.

(iii) The date on which the Employee shall have received written notice from the Board of Directors of the Company that it has decided to terminate his employment for cause, which notice shall specify the nature of such cause. For purposes of this subsection, "cause" shall mean any of the following:

(A) The breach of any term of this Agreement.

(B) The repeated, deliberate or intentional failure, refusal, or the habitual neglect of the Employee to perform his duties which in the judgment of the CEO and President has a material adverse effect on the Company (except by reason of short term or long term disability).

(C) Acts constituting gross negligence in the performance of his duties or any cause based on criminal misconduct.

(D) An act of dishonesty by the Employee intended to result in gain or personal enrichment of the Employee at the Company's expense.

(E) In the event that the Employee is unable for a period of one hundred eighty (180) consecutive days to substantially perform his duties and services under this Agreement by reason of illness or incapacity, the thirtieth (30^{th}) day after the date on which Employee shall have received written notice from the Board of Directors of the Company that it has decided to terminate his employment because of such disability.

(F) Death of the Employee.

(b) If a dispute arises out of or relates to any termination for cause under this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Any such dispute that cannot be settled through mediation shall be settled by arbitration administered by the American Arbitration Association under its National Rules for Resolution of Employment Disputes and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) Termination of the Employee's employment pursuant to Section 6(a) shall not affect Employee's obligation under Sections 7 (Confidentiality), 8 (Restrictive Covenants), and 10 (Intellectual Property).

(d) The Company may terminate the Employee's employment at any time without cause. In the event of termination without cause the Company will continue to pay the Employee an amount equal to his pay for twelve month monthly installments (twelve months salary) or the amount equal to his pay for the number of monthly installments remaining under this Agreement, whichever is greater.

7. Confidentiality.

(a) The Employee may now and in the future have access to, and may be given information with respect to the special business techniques, concepts, designs, drawings, ideas, models, inventions, molds, forms, software programs, other intangible work product and tangible deliverables, patents, copyrights, trade secrets, other intellectual property, systems, know-how, financial, accounting and production policies, procedures, records and infrastructure, lists of customers, and all other information regarding manufacture, implementation or distribution of the products, plans and technology (the "Confidential Information) that are a part of or used or useful in the Business of the Company and its members, employees, agents, subsidiaries or affiliates (the "Protected Party"), which is not generally known to the public and gives the Protected Party an advantage over its respective competitors who do not know or use the Confidential Information. The Employee acknowledges that all of such Confidential Information as it now or in the future exists:

(1) Belongs to the Company, its shareholders, subsidiaries and affiliates;

(2) Constitutes specialized and highly confidential information not generally known in the industry; and

(3) Constitutes a valuable asset of the Company.

Accordingly, the Employee recognizes and acknowledges that it is essential to the Company to protect the confidentiality of such Confidential Information.

(b) The Employee agrees to act as a trustee of such Confidential Information and of any other confidential information he acquires in connection with his association with the Company. Further, as an inducement to the Company to retain him as an employee, he will hold all such Confidential Information, in trust and confidence for the use and benefit solely of the Company.

(c) The Employee agrees to refrain from divulging or disclosing any Confidential Information to others and from using such Confidential Information, except for the benefit of the Company as contemplated hereunder. The Employee further agrees to refrain from taking any other actions, which would tend to destroy or reduce the value of the Confidential Information to the Protected Party.

(d) Upon the Employee's termination (for any reason), the Employee shall deliver, or cause to be delivered in the case of termination because of incapacity, to the Company all documents and data of any nature pertaining to his work with the Company. The Employee shall not take any documents or data of any description or any reproduction of any description containing or pertaining to any Confidential Information.

(e) The confidentiality provisions of this Section 7 are intended to supplement and not supersede the applicable provisions of the Uniform Trade Secrets Act, to the fullest extent applicable.

(f) During the term hereof, and thereafter, the Employee shall not disclose such Confidential Information to any person, firm, association, or other entity for any reason or purpose whatsoever, unless such information has already become common knowledge or unless the Employee is required to disclose it by judicial process. The Employee shall notify the Company in writing of such judicial process prior to disclosure, and allow the Company a reasonable opportunity to defend and protect its rights therein.

8. Restrictive Covenants.

(a) For a period of twelve (12) months after the expiration or termination of this Agreement for any reason whatsoever, the Employee shall not, directly or indirectly, engage in activities for, nor render services (similar or reasonably related to those in which the Employee shall have rendered to the Company) to, any person, entity, firm, business organization which directly or indirectly competes with the Business of the Company to the extent and insofar as such competition is based on or exploits the Confidential Information or Inventions of the Company, whether now existing or hereafter established, nor shall the Employee entice, induce or encourage any of the Company's employees to engage in any activity which, were it done by the Employee, would violate any provision of the this section.

(b) For a period of twelve (12) months after the expiration or termination of this Agreement for any reason whatsoever, the Employee shall not, directly or indirectly, solicit the Company's employees or independent contractors to leave their employ or terminate their contracts with the Company. Further, the Employee shall not offer or cause to be offered employment or an independent contract to any person who was employed by or under contract with the Business of the Company at any time during the twelve (12) months prior to the termination of his employment with the Company.

Upon the Employee's written request to the Company specifying the activities proposed to be conducted by the Employee, the Company may in its discretion give the Employee written approval(s) to personally engage in any activity or render services referred to in Subsection (a) upon receipt of written assurances (satisfactory to the Company and its counsel) from the Employee and from the Employee's prospective employer(s), partner(s) or company that the integrity and provisions of this Section will not in any way be jeopardized or violated by such activities, provided the burden of so establishing the foregoing to the satisfaction of the Company and its counsel shall be upon the Employee and his prospective employer(s), partner(s) or company.

(c) The parties acknowledge that they have attempted to limit the Employee's right to compete only to the extent necessary to protect the Company from unfair competition. However, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a court or other trier of fact may modify and enforce the covenant to the extent that it finds the covenant to be reasonable under the circumstances existing at the time.

(d) The Employee further acknowledges that: (1) in the event his contract with the Company terminates for any reason, he will be able to earn a livelihood without violating the foregoing restrictions; and (2) that his ability to earn a livelihood without violating such restrictions is a material condition to his retention by the Company.

(e) The Employee's duties under this Section 8 shall survive termination of the Employee's employment with the Company. The Employee acknowledges that a remedy at law for any breach or threatened breach by the Employee of this Section 8 would be inadequate, and the Employee therefore agrees that the Company shall be entitled to injunctive relief in case of any such breach or threatened breach.

9. Warranty Against Prior Existing Restriction. The Employee represents and warrants to the Company that he is not a party to any agreement containing a non-competition clause or other restriction with respect to: (a) the services which he is required to perform hereunder; or (b) the use or disclosure of any information directly or indirectly related to the Company's Business, or to the services he is required to render pursuant hereto.

10. Intellectual Property.

(a) The Employee agrees that all inventions, designs, improvements, writings, and discoveries, processes and techniques (collectively defined as "Intellectual Property") made since first being employed by the Company until the employee ceases to be employed by the Company, whether under this Agreement or otherwise, and pertaining to the Business conducted by the Company, shall be the exclusive property of the Company. The employee agrees to promptly disclose such Intellectual Property to the Company, and the Company shall determine whether such Intellectual Property pertains to its current or future Business.

(b) All Intellectual Property shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he may have or acquire in all Intellectual Property. The Employee further agrees as to all Intellectual Property to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trademarks, and other rights and protections and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. The Employee's obligation to assist the Company in obtaining and enforcing patents, copyrights, trademarks and other rights and protections relating to the Inventions in any and all countries shall continue beyond the termination of the Employee's employment, but the Company shall compensate the Employee at a reasonable rate after such termination for time actually spent by Employee at the Company's request on such assistance.

(c) In the event the Company is unable after reasonable effort, to secure the Employee's signature on any document or documents needed to apply for or prosecute any patent, copyright, other right or protection relating to an Invention, for any reason whatsoever,

the Employee hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as the Employee's agent and attorney-in-fact to act for and on the Employee's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by the Employee.

(d) The Company makes no claim to any intellectual property or product which is developed or invented by the Employee and not useful in or unrelated to the Company's Business as determined by the Company, provided such intellectual property or product does not violate any terms of Section 7 (Confidentiality), Section 8 (Restrictive Covenants), or Section 10 (Intellectual Property) set forth in this Agreement. Further, the Employee's invention may not result from the use of Confidential Information. The Company shall notify the Employee within one year whether any such intellectual property is related to the Company's current or future Business. If the Company fails to notify the Employee within one year, then the Company shall forfeit any rights to the intellectual property.

11. Severability. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policy of each jurisdiction in which enforcement is sought. Accordingly, if any particular provision, section, or subsection of this Agreement is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, section, or subsection. In addition, if any one or more of the provisions contained in this Agreement shall for any reason be held to excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. Each provision, section, and subsection of this Agreement is declared to be separable from every other provision, section, and subsection and constitutes a separate and distinct covenant.

12. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations, or warranties not set forth herein.

13. Notices. All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, return receipt requested postage prepaid, addressed to the Company or Employee at their last known addresses. Addresses are as follows:

If to Company: Flight Safety Technologies, Inc.
28 Cottrell Street
Mystic, Connecticut 06355

If to Employee: David D. Cryer
c/o 1 Spar Yard Road
New London, Connecticut 06320

14. Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

19. Remedies. The parties agree that in addition to any other rights and remedies available to the Company for any breach by the Employee of his obligations hereunder, the Company shall be entitled to enforce the Employee's obligations hereunder by court injunction, or court ordered affirmative action, which injunction or ordered action may restrain a future breaking of this Agreement if there is reasonable ground to believe that such a breach is threatened. The Employee further agrees to allow the Company to enjoin future use or disclosure of its Confidential Information if it has reasonable grounds to believe such action is necessary to protect such Confidential Information.

20. Attorney's Fees. If either party hereto shall breach any of the terms hereof, such breaching party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including reasonable attorney's fees and costs, incurred by such party in enforcing the terms of this Agreement.

21. Prohibition Against Assignment. The Employee agrees, for himself and on behalf of his successors, heirs, executors, administrators, and any person or persons claiming under him by virtue hereof, that this Agreement and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the Company of any and all obligations or liability hereunder.

IN WITNESS WHEREOF, I have on the date set forthwith unto my signature and seal

	For Company: Flight Safety Technologies, Inc.
	/s/ Samuel A. Kovnat
	By: Samuel A. Kovnat Its Chief Executive Officer
	For Employee:
	/s/ David D. Cryer
	David D. Cryer

Exhibit 10.4

EMPLOYMENT AGREEMENT
Between Flight Safety Technologies, Inc.
and
FRANK L. REES

THIS AGREEMENT made effective as of the 4th day of November, 2005, by and between Flight Safety Technologies, Inc., a Nevada Corporation with a principal place of business at 28 Cottrell Street, Mystic, Connecticut (hereafter "Flight Safety" or the "Company"), and Frank L. Rees (hereafter "Employee").

RECITALS:

WHEREAS, Flight Safety is currently engaged in the business of designing, developing, marketing, managing and operating proprietary devices, equipment, and technologies utilizing the inventions covered by United States Letters Patent 6,034,760 and 6,211,808 and relating to the field of aviation safety and may in the future expand its activities in any field of endeavor (the "Business");

WHEREAS, Flight Safety desires to continue to employ Employee to provide certain services related to the development and operation of the Business; and

WHEREAS, Employee desires to continue to render such services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment.

   (a) Flight Safety hereby employs Employee as an Executive Vice President and its Technical Director to create, improve, develop, research, enhance, direct, control and supervise the technical content and development of the Company's Business, which duties shall include supervising, overseeing, evaluating and directing the technical activities of the Company's contractors and sub-contractors. During the Term of this Agreement, Employee will be responsible to report to the President of the Company.

   (b) The Employee hereby accepts such appointment subject to the provisions and conditions of this Agreement.

2. Duration of Agreement. The initial term of this Agreement shall extend for a period of two (2) years if not sooner terminated pursuant to Section 6 below. The parties may agree by written amendment to continue this Agreement after the date of termination of such initial term on a year to year basis. The initial two-year term of this Agreement, together with any one-year continuation periods, is referred to as the "Term" of this Agreement.

3. Employee's Duties. The Employee shall devote so much of his time and attention to the affairs of the Company as are necessary to effectively carry out his assigned duties and recognizes that his first priority and duty in the utilization of his time shall be performing his functions for the Company; provided, however, that the parties agree that the Employee's time commitment to the affairs of the Company pursuant to this Agreement shall be no greater than the time commitment of any other executive officer of the Company. Other than the Greene Rees Technologies, LLC explained in this section, the Greene and Rees Partnership, and Rees Science and Technology, Ltd., Employee represents that he has no other business relationship or duty to provide services to any other entity. Nothing in this Agreement shall restrict Employee, however, from expending his personal time on his own ventures or investments so long as: (i) such activities are consistent with the Employee's duties with the Company; (ii) such activities and time commitments do not impair the effective performance of his duties for the Company; (iii) such activities do not, directly or indirectly, compete with the Business of the Company; and (iv) Employee discloses such activities to the Company.

Without limiting the foregoing, it is understood and agreed that Employee is currently a member, but not an employee, of Greene Rees Technologies, LLC and a partner in the Greene and Rees Partnership and that Employee's activities in relation to Greene Rees Technologies, LLC and the Greene and Rees Partnership currently are limited to developing a parametric, ultra wide band sounder technology (also known as "PUBS") and a nuclear reactor fail-safe system (known as "TWISTER"). These technologies are more fully described in Exhibit A to this Agreement. Employee represents and warrants that Rees Science and Technology, Ltd. is a Maryland business corporation, of which Employee is the sole shareholder, that was formed prior to Employee's founding of the Company. Employee further represents and warrants that there are no written agreements between Employee and Greene Rees Technologies, LLC, and that, to the best of Employee's knowledge, all written agreements between Employee and the Greene and Rees Partnership are attached in Exhibit B to this Agreement. Employee further represents and warrants that his time commitments to Greene Rees Technologies, LLC, the Greene and Rees Partnership, and/or Rees Science and Technology, Ltd. do not impair the effective performance of his duties for the Company pursuant to this Agreement and that Employee does not intend for such time commitments to exceed on average twenty hours per month. Employee understands that these hours will not be included or reported in his work reports to the Company. It is further understood and agreed that the Employee's activities with Greene Rees Technologies, LLC and the Greene and Rees Partnership and the development of the PUBS and TWISTER technologies and resulting products: (i) are consistent with the Employee's duties with the Company within the meaning of this Agreement; (ii) do not, directly or indirectly, compete with the Business of the Company within the meaning of this Agreement; and (iii) have been disclosed to the Company within the meaning of this Agreement.

In consideration of the Employee's execution of this Agreement, the Company will agree to refrain from initiating litigation against the Employee, Rees Science and Technology, Ltd., the Greene and Rees Partnership and/or Greene Rees Technologies, LLC with respect to the foregoing. This release from litigation will not extend however to any individual other than the Employee.

4. Company's Duties.

(a) The Company shall:

(i) Compensate Employee as set forth in Section 5 below.

(ii) Furnish the Employee with a suitable private office, and such equipment, supplies, instruments, and clerical and staff support as are reasonable and necessary to fulfill his responsibilities as set forth in this Agreement.

(iii) Furnish the Employee with such data, materials, documents and other information as are reasonable and necessary to fulfill his responsibilities and duties as set forth in this Agreement.

(iv) Reimburse the Employee for all reasonable out of pocket business expenses he incurs to fulfill the terms of this Agreement, approved by the Company in accordance with its policies, rules, standards, and/or procedures governing such expenses, including without limitation, those for travel, lodging, food, telephone, facsimile and other electronic voice or data transmissions. The Employee shall submit periodic reports of such expenses on forms with supporting documentation as the Company shall prescribe for its executive Employees and Company shall pay such reimbursement within thirty (30) days of such submissions.

(v) Reimburse or pay directly the leasing and insurance expenses of the automobile currently leased by Employee, or its equivalent.

(b) The Company, upon approval of the Board of Directors, may pay additional compensation to members of the management, including the Board of Directors beyond that amount set forth in Sections 5(a) and 5(b) below. The Board may approve such additional compensation if it views such additional compensation to be in the best interest of, and fair to the Company. Such additional compensation may be in the form of, without limitation, stock options, warrants, or performance bonuses.

5. Compensation.

(a) The Company shall pay Employee, at a minimum, a base annual salary of $165,000 ("Base Compensation") each year of this Agreement. Compensation shall be paid in equal monthly installments payable on the last day of each month, except as the parties may agree to another installment practice with consent of Board of Directors from time to time. There shall be no adjustment for cost of living increases or Consumer Price Index increases.

(b) Employee shall be eligible to participate in coverage under the Company's employee and insurance plans or programs and other employee benefit plan or programs, if any, at least equal to the coverage provided to other full-time executives of Flight Safety, including an annual allowance of up to $7,200 payable monthly to cover the costs of individual medical insurance premiums and/or medical costs and expenses.

(c) Employee may be paid additional compensation (as a member of management and/or the Board of Directors) as the Board may approve from time to time pursuant to Section 4(b) above.

(d) Employee shall be entitled to four (4) weeks of paid vacation per year.

6. Termination.

(a) The Term of this Agreement shall end on the date of the first of the following events to occur:

(i) Close of business two (2) years to the date following the Effective Date, unless continued pursuant to Section 2.

(ii) The Board of Director's receipt of written notice of the Employee's resignation.

(iii) The date on which the Employee shall have received written notice from the Board of Directors of the Company that it has decided to terminate his employment for cause, which notice shall specify the nature of such cause. For purposes of this subsection, "cause" shall mean any of the following:

(A) The material breach of any term of this Agreement.

(B) The repeated, deliberate or intentional failure, refusal, or the habitual neglect of the Employee to perform his duties under this Agreement which has a material adverse effect on the Company (except by reason of short term or long term disability); provided, however, that the Employee is given thirty (30) days written notice and the opportunity to cure within such thirty (30) days such failure, refusal or neglect.

(C) Acts constituting gross negligence in the performance of his duties under this Agreement; provided, however, that the Employee is given thirty (30) days written notice and the opportunity to cure within such thirty (30) days such acts.

(D) An act of dishonesty by the Employee intended to result in gain or personal enrichment of the Employee at the Company's expense.

(E) In the event that the Employee is unable for a period of one hundred eighty (180) consecutive days to substantially perform his duties under this Agreement by reason of illness or incapacity, the thirtieth (30^{th}) day after the date on which Employee shall have received written notice from the Board of Directors of the Company that it has decided to terminate his employment because of such disability.

(F) Death of the Employee.

(b) Termination of the Employee's employment pursuant to Section 6(a) shall not affect Employee's obligation under Sections 7 (Confidentiality), 8 (Restrictive Covenants), and 10 (Inventions), or the provisions of Section 11.

(c) The Company may terminate the Employee's employment at any time without cause, effective upon the Employee's receipt of written notice of such termination. In the event of termination without cause, the Company will continue to pay the Employee an amount equal to his pay for twelve months at the rate set forth in Section 5(a) (twelve months salary), or the amount equal to his pay for the number of monthly installments remaining in the then-current Term of this Agreement, whichever is greater. For each month of salary payable under this Section 6(c), the Company will also continue to pay the corresponding amount of the allowance provided for in Section 5(b).

7. Confidentiality.

(a) The Employee may now and in the future have access to, and may be given information with respect to the Company's special business techniques, concepts, designs, drawings, ideas, models, inventions, molds, forms, software programs, other intangible work product and tangible deliverables, patents, copyrights, trade secrets, other intellectual property, systems, know-how, financial, accounting and production policies, procedures, records and infrastructure, lists of customers, and all other information regarding manufacture, implementation or distribution of the Company's products, plans and technology (the "Confidential Information) that are a part of or used in the Business of the Company and its wholly-owned subsidiaries or common-control affiliates (the "Protected Party"), which is not generally known to the public and gives the Protected Party an advantage over its respective competitors who do not know or use the Confidential Information.

(b) The Employee agrees to hold all such Confidential Information in trust and confidence for the use and benefit solely of the Company.

(c) The Employee agrees to refrain from divulging or disclosing any Confidential Information to others and from using such Confidential Information, except for the benefit of the Company.

(d) Upon the Employee's termination (for any reason), the Employee shall deliver, or cause to be delivered in the case of termination because of incapacity, to the Company all documents and data of any nature pertaining to his work with the Company and shall not keep any documents or data of any description or any reproduction of any description containing or pertaining to any Confidential Information.

(e) The confidentiality provisions of this Section 7 are not intended to supersede the applicable provisions of the Uniform Trade Secrets Act, to the fullest extent applicable.

(f) During the Term hereof, and thereafter, the Employee shall not disclose such Confidential Information to any person, firm, association, or other entity for any reason or purpose whatsoever, unless such information has become publicly available or unless the Employee is required to disclose it by judicial process. The Employee shall notify the Company in writing of such judicial process prior to disclosure, and allow the Company a reasonable opportunity to defend and protect its rights therein.

8. Restrictive Covenants.

(a) For a period of twelve (12) months after the expiration or termination of this Agreement for any reason whatsoever, the Employee shall not, directly or indirectly, engage in activities for, nor render services (similar or reasonably related to those in which the Employee shall have rendered to the Company) to, any person, entity, firm, business organization which directly or indirectly competes with the Business of the Company to the extent and insofar as such competition is based on or exploits the Confidential Information or Inventions of the Company as defined in Sections 7 and 10, respectively, whether now existing or hereafter established.

(b) For a period of twelve (12) months after the expiration or termination of this Agreement for any reason whatsoever, the Employee shall not, directly or indirectly, solicit the Company's employees or independent contractors to leave their employ or terminate their contracts with the Company.

(c) Upon the Employee's written request to the Company specifying the activities proposed to be conducted by the Employee, the Company may in its discretion give the Employee written approval(s) to personally engage in any activity or render services referred to in Subsection (a) upon receipt of written assurances (satisfactory to the Company) from the Employee that the provisions of this Section will not in any way be violated by such activities.

9. Warranty Against Prior Existing Restriction. The Employee represents and warrants to the Company that, upon execution of this Agreement by him and the Company, he is not a party to any agreement containing a non-competition clause or other restriction with respect to: (a) the services which he is required to perform hereunder; or (b) the use or disclosure of any information directly or indirectly related to the Company Business, or to the services he is required to render pursuant hereto.

10. Inventions.

(a) The Employee agrees to promptly disclose to the Company, or any persons designated by it, all improvements, inventions, formulae, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by the Employee, either alone or jointly with others, during the period of the Employee's employment that are directly related to the Business of the Company, or result from tasks assigned to the Employee by the Company, or result from use or premises owned, leased or contracted for by the Company; provided, however, that the parties understand and agree that the Employee's use of any part of his home shall not be considered, or deemed to be, a "use of premises owned, leased or contracted for by the Company" within the meaning of this Agreement (all said improvements, inventions, formulae, processes, techniques, know-how and data shall be collectively hereinafter called "Inventions").

(b) All Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he may have or acquire in all Inventions. The Employee further agrees as to all Inventions to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trademarks, and other rights and protections and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. The Employee's obligation to assist the Company in obtaining and enforcing patents, copyrights, trademarks and other rights and protections relating to the Inventions in any and all countries shall continue beyond the termination of the Employee's employment, but the Company shall compensate the Employee at a reasonable rate after such termination for time actually spent by Employee at the Company's request on such assistance.

(c) The parties understand and agree that the Company has no right or claim of right to any improvement, invention, formula, process, technique, know how or data made or conceived or reduced to practice or learned by the Employee prior to his employment with the Company or in connection with his pursuit of his own ventures pursuant to Section 3 hereof, including, without limitation, the PUBS and TWISTER technologies. Further, the Company makes no claim to any intellectual property or product which is developed or invented by the Employee and not useful in or unrelated to the Company's Business, provided such intellectual property or product does not violate any terms of Section 7 (Confidentiality).

(d) If in the future the Company expresses interest in any intellectual property or product within the scope of Section 10(c), other than the PUBS and TWISTER technologies, the Employee agrees to use his best efforts to negotiate a licensing agreement with the Company for such intellectual property or product on such terms as may be mutually agreeable to the parties, provided that the Employee possesses the right to grant such a license. If in the future the Company expresses interest in the PUBS or TWISTER technologies, the Employee agrees to use his best efforts to explore a licensing agreement between the owner of the technology and the Company.

11. Stock Ownership Issues. The Employee holds approximately 1,300,000 shares (prior to giving effect to the recent reverse stock split) of the Company's Common Stock. The Company acknowledges that, given the Employee's age and financial planning needs, the Employee intends to begin liquidating such shares and diversifying his investment portfolio. To that end, the Employee is unwilling to enter into this Agreement unless the Employee receives assurances that the Company will cooperate in his efforts to begin liquidating such shares, subject to any lock-up agreement to which the Employee may be a party. Therefore, the Company agrees to assist and cooperate with the Employee in adopting a written plan, the development of which shall be at the Company's expense, for trading shares of the Company's Common Stock under Rule 10b5-1 adopted pursuant to the Securities Exchange Act of 1934, as amended (the "Plan"), such Plan to be in effect for so long as the Employee is deemed an affiliate of the Company. The Employee intends for the Plan to provide in general that so long as the price per share of the Company's Common Stock is at a minimum trading price (as adjusted for future stock splits, stock combinations, etc.), the Employee will sell (through a broker mutually acceptable to the Company and the Employee) shares of Common Stock on a monthly basis, such that the Employee sells in each 3 month period up to the maximum number of shares that Employee is permitted to sell under the volume restrictions imposed on the Employee by Rule 144 adopted pursuant to the Securities Act of 1933, as amended. Without limiting the generality of the foregoing, the Company will make appropriate changes or exceptions to any insider trading policy so as to permit the sale of the Employee's shares pursuant to the Plan. The Company also agrees that in the event that the Employee is not otherwise deemed an affiliate for purposes of Rule 144, the fact that the Employee holds shares of Common Stock representing less than 5% of the Company's outstanding Common Stock, in and of itself, shall not be treated by the Company as causing the Employee to be an affiliate for such purposes.

12. Lock-Up Agreement. The Employee is a holder of shares of common stock of the Company ("Common Stock"). The Employee understands that the Company has conducted a public offering of Units, each Unit consisting of two shares of Common Stock and one Warrant to purchase one share of Common Stock, in an offering to be managed by The Shemano Group, Inc. (the "Underwriter"), as described in a registration statement filed with the Securities and Exchange Commission (the "SEC") (such registration statement, as may be amended, is referred to herein as the "Registration Statement"). The Employee hereby agrees as follows, provided this Agreement has not been terminated and the Employee remains employed by the Company:

(a) During the period commencing on the date the Registration Statement is declared effective by the SEC (the "Effective Date") and ending on April 28, 2005 (such period herein referred to as the "Lock-Up Period"), the Employee will not, directly or indirectly, through an "affiliate", "associate" (as such terms are defined in the General Rules and Regulations under the Securities Act of 1933, as amended (the "Securities Act")), a family member or otherwise, offer, sell, pledge, hypothecate, grant an option for sale or otherwise dispose of, or transfer or grant any rights with respect thereto in any manner (either privately or publicly pursuant to Rule 144 of the General Rules and Regulations under the Securities Act, or otherwise) any shares of Common Stock of the Company or any other securities of the Company, including but not limited to any securities convertible or exchangeable into shares of Common Stock of the Company or options or rights to acquire Common Stock of the Company directly or indirectly owned or controlled by the Employee on the date hereof or hereafter acquired by the Employee pursuant to a stock split, stock dividend, recapitalization or similar transaction or otherwise acquired by the Employee in a private transaction (the "Securities"), or enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Stock or other securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise, during the Lock-Up Period, without the Underwriter's prior written consent; provided, however, that (A) such Securities may be sold or otherwise transferred in a private transaction during the Lock-Up Period so long as the acquirer of the Securities, by written agreement with the Company entered into at the time of acquisition and delivered to the Underwriter prior to the consummation of such acquisition, agrees to be bound by the terms of this agreement and (B) such Securities may be sold or otherwise transferred through intra-family transfers or transfers to trusts for estate planning purposes during the Lock-Up Period without the Company's consent so long as the acquirer of the Securities, by written agreement with the Company entered into at the time of acquisition and delivered to the Company prior to the consummation of such acquisition, agrees to be bound by the terms of this agreement.

(b) The Employee hereby agrees to not exercise any registration rights relating to any Securities until after termination of the Lock-Up Period, without the prior written consent of the Company.

(c) The Employee hereby agrees to the placement of a legend on the certificates representing the Securities to indicate the restrictions on resale of the Securities imposed by this agreement and/or the entry of stop transfer orders with the transfer agent and the registrar of the Company's securities against the transfer of the Securities except in compliance with this agreement.

13.	Severability. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policy of each jurisdiction in which enforcement is sought. Accordingly, if any particular provision, section, or subsection of this Agreement is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, section, or subsection. In addition, if any one or more of the provisions contained in this Agreement shall for any reason be held to excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. Each provision, section, and subsection of this Agreement is declared to be separable from every other provision, section, and subsection and constitutes a separate and distinct covenant.	
14.	Mediation and Arbitration. If a dispute arises concerning any aspect of the Employee's relationship with the Company, including, without limitation, any aspect of this Agreement or the respective rights and obligations of the parties hereunder, and if the dispute cannot be settled through negotiation within thirty (30) days notice of such dispute, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Any such dispute that cannot be settled through mediation shall be settled by a panel of three arbitrators in an arbitration administered by the American Arbitration Association under its National Rules for Resolution of Employment Disputes, and judgment upon the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Any mediation shall take place in the City of Hartford, Connecticut, USA, and all costs and expenses of such mediation and/or arbitration shall be allocated and paid in accordance with the American Arbitration Association's National Rules for Resolution of Employment Disputes in effect on the date of this Agreement. At the discretion of the arbitration panel, attorneys' fees may be awarded to the prevailing party.	
15.	Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations, or warranties not set forth herein.	
16.	Notices. All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, return receipt requested postage prepaid, addressed to the Company or Employee at their last known addresses. Addresses are as follows:	
	If to Company:	Flight Safety Technologies, Inc. 28 Cottrell Street Mystic, Connecticut 06355

	If to Employee	Frank L. Rees 63 Mountain Green Circle Windsor Mill, MD 21244-2602
17.	Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.	

18. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

22. Remedies. The parties agree that, notwithstanding the rights and remedies available pursuant to Section 14 (Mediation and Arbitration), either party retains the right under appropriate circumstances to petition a court of competent jurisdiction for injunctive relief.

23. Attorney's Fees. In the event litigation arises out of any aspects of this Agreement or concerning the respective rights and obligations of the parties hereunder, the prevailing party in such litigation shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

24. Prohibition Against Assignment. The Employee agrees, for himself and on behalf of his successors, heirs, executors, administrators, and any person or persons claiming under him by virtue hereof, that this Agreement and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void.

IN WITNESS WHEREOF, the parties have on the dates indicated set forthwith their signature and seal on the dates indicated.

For Company:
Flight Safety Technologies, Inc.

/s/ William B. Cotton

By: William B. Cotton
Its President

For Employee:

/s/ Frank L. Rees

Frank L. Rees

EXHIBIT 31.1

Certification of Chief Executive Officer
Required by Rule 13a-14(a)/15d-14(a)

I, Samuel A. Kovnat, certify that:

1. I have reviewed this Quarterly Report on Form 10-QSB of Flight Safety Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;

4. The small business issuer's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) evaluated the effectiveness of the small business issuer's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   c) disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the small business issuer's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer's internal control over financial reporting; and

5. The small business issuer's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information;; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal control over financial reporting.

January 12, 2006 By: 

[redacted]

Samuel A. Kovnat
Its Chief Executive Officer

EXHIBIT 31.2

Certification of Chief Financial Officer
Required by Rule 13a-14(a)/15d-14(a)

I, David D. Cryer, certify that:

1. I have reviewed this Quarterly Report on Form 10-QSB of Flight Safety Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;

4. The small business issuer's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) evaluated the effectiveness of the small business issuer's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   c) disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the small business issuer's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer's internal control over financial reporting; and

5. The small business issuer's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information;; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal control over financial reporting.

January 12, 2006 By: 

[redacted]

David D. Cryer
Its Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
SECTION 1350, CHAPTER 63 OF TITLE 18, UNITED STATES CODE,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

We, Samuel A. Kovnat, Chief Executive Officer, and David D. Cryer, Chief Financial Officer, of Flight Safety Technologies, Inc. (the "Company"), certify, pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Quarterly Report on Form 10-QSB of the Company for the quarterly period ended November 30, 2005 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

January 12, 2006 By: 

[redacted]

Samuel A. Kovnat
Its Chief Executive Officer

January 12, 2006 By: 

[redacted]

David D. Cryer
Its Chief Financial Officer