

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

ALAN HOROWITCH,)	
)	
Plaintiff,)	
)	CIVIL ACTION FILE
v.)	NO. 1:06-CV-1703-ORL-19JGG
)	
DIAMOND AIRCRAFT INDUSTRIES,)	
INC., a foreign corporation,)	
)	
Defendant.)	

**DEFENDANT DIAMOND AIRCRAFT INDUSTRIES, INC.'S
RESPONSES AND OBJECTIONS TO PLAINTIFF'S FIRST REQUEST TO
PRODUCE**

Defendant Diamond Aircraft Industries, Inc. ("Diamond Aircraft"), pursuant to Federal Rules of Civil Procedure 26 and 34, hereby responds to Plaintiff's First Request to Produce to Defendant Diamond Aircraft (the "Discovery Request") as follows:

GENERAL OBJECTIONS

1. Diamond Aircraft objects to the Discovery Request to the extent that any specific request calls for the production of documents or disclosure of information protected from disclosure by the attorney-client privilege or work product doctrine (collectively, "privileged documents").

2. Diamond Aircraft objects to the production of any documents containing proprietary or confidential information, without agreement upon and entry of a suitable confidentiality order.

3. Diamond Aircraft objects to the Discovery Request to the extent that any specific request calls for the production of any written, typed, printed, or recorded

documents (including electronic, magnetic, photographic, graphic, and computerized), which exceed the scope of "electronically stored information," as defined in Federal Rules of Civil Procedure 26(a)(1) and 34(a) and (b).

4. Diamond Aircraft objects to the Discovery Request to the extent it seeks the production of "all" or "any" documents or objects of a described type, or similar requests, on the grounds that, as written: (a) it is so overbroad and vague as not to be susceptible of reasoned interpretation; (b) Diamond Aircraft cannot practically comply with it insofar as it requires production of writings which may have been, but no longer are in the possession, custody or control of Diamond Aircraft; (c) compliance, if possible, could be unduly burdensome and oppressive and would place upon Diamond Aircraft an unreasonable burden of inquiry.

5. Diamond Aircraft objects to the Discovery Request to the extent that it seeks to impose on Diamond Aircraft a continuing obligation to produce any responsive documents.

6. Diamond Aircraft objects to the Definitions and Instructions to the extent they seek to impose obligations on Diamond Aircraft beyond those set forth in the Federal Rules of Civil Procedure and the applicable Local Rules.

7. Diamond Aircraft objects to the Discovery Request to the extent they seek documents that are publicly available, have already been furnished to, or are otherwise in the possession, custody, or control of the Defendants.

REQUESTS FOR PRODUCTION

REQUEST NO. 1:

All documents referring to, relating to, or regarding the purchase, or negotiation for the purchase, of the Diamond Single Engine Jet Aircraft ("Aircraft") by Dr. Horowitch.

RESPONSE TO REQUEST NO. 1:

Diamond Aircraft incorporates by reference each of the General Objections. Subject to and without waiver of the foregoing objections, Diamond Aircraft refers Plaintiff to the documents produced in connection with Defendant's Rule 26(a)(1) Initial Discovery Disclosures.

REQUEST NO. 2:

All documents referring to, relating to, or regarding the decision to increase the list or base price of the Aircraft from \$850,000 to \$1,380,000.

RESPONSE TO REQUEST NO. 2:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft objects to Request No. 2 because it is overly broad, unduly burdensome, and seeks documents that are not relevant to any claim or defense of any party. Diamond Aircraft further Aircraft objects to Request No. 2 to the extent it calls for the production of documents containing proprietary, confidential, or trade secret information, without agreement upon and entry of a suitable confidentiality order.

REQUEST NO. 3:

All correspondence and other communications between Diamond and Dr. Horowitch, including but not limited to correspondence and communications regarding the Aircraft, the Contract for the purchase of the Aircraft (attached as exhibits A&B to the Complaint) (hereinafter referred to as the "Contract"), the price of the Aircraft, the specifications of the Aircraft, the design of the Aircraft, and/or Dr. Horowitch's deposit regarding the Aircraft.

RESPONSE TO REQUEST NO. 3:

Diamond Aircraft incorporates by reference each of the General Objections. Subject to and without waiver of the foregoing objections, Diamond Aircraft refers Plaintiff to the documents produced in connection with Defendant's Rule 26(a)(1) Initial Discovery Disclosures.

REQUEST NO. 4:

All internal Diamond correspondence and communications regarding the Aircraft, the Contract, the price of Aircraft, the changes or modifications to the specifications for the Aircraft that Diamond contends caused the base price to increase, the changes or modifications to the design of the Aircraft that Diamond contends caused the base price to increase, Dr. Horowitch's deposit regarding the Aircraft, any other deposit received for a Diamond single Engine Jet Aircraft, and any other entity or individual that entered into a contract with Diamond for the purchase of a Diamond Single Engine Jet Aircraft who was informed by Diamond that the price increased from \$850,000 to \$1,380,000.

RESPONSE TO REQUEST NO. 4:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft objects to Request No. 4 to the extent that it seeks documents relating to other deposits received for a Diamond Single Engine Jet Aircraft or other entities or individuals who entered into a contract with Diamond for the purchase of a Diamond Single Engine Jet Aircraft, as said Request is overly broad, unduly burdensome, and seeks documents that are not relevant to any claim or defense of any party. Diamond Aircraft further objects to the extent that Request No. 4 implies that Diamond Aircraft "contends" that the base price of the Aircraft increased due to changes or modifications to the specifications for the Aircraft. Subject to the General Objections and without waiving them, Diamond Aircraft incorporates by reference its response to Request No. 2 of Plaintiffs' First Request to Produce to Defendant and responds that it will produce non-

privileged responsive documents in its possession relating to its correspondence and communications involving Plaintiff's interest in and deposit paid for the Aircraft

REQUEST NO. 5:

All documents referring to, relating to, or regarding the letter Diamond sent to Dr. Horowitch on August 31, 2006, a copy of which is attached as exhibit C to the Complaint.

RESPONSE TO REQUEST NO. 5:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft further objects to Request No. 5 on grounds that it is so overbroad and vague as not to be susceptible of reasoned interpretation.

REQUEST NO. 6:

Copies of all marketing material, promotional material, or informational material regarding the Diamond Single Engine Jet Aircraft that was created or provided to any customers or potential customers at any time from 2003 to the present.

RESPONSE TO REQUEST NO. 6:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft objects to Request No. 6 on grounds that it is vague and seeks documents that are not relevant to any claim or defense of any party. Subject to and without waiver of the foregoing objections, Diamond Aircraft Diamond Aircraft refers Plaintiff to the documents produced in connection with Defendant's Rule 26(a)(1) Initial Discovery Disclosures.

REQUEST NO. 7:

All documents provided to prospective buyers of the Diamond Single Engine Jet Aircraft regarding any price changes from the beginning of its offering for sale to date.

RESPONSE TO REQUEST NO. 7:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft objects to Request No. 7 to the extent it seeks documents that are not relevant or reasonably calculated to lead to the discovery of admissible evidence. Subject to the General Objections and without waiving them, Diamond Aircraft incorporates by reference its response to Request No. 6 of Plaintiffs' First Request to Produce to Defendant.

REQUEST NO. 8:

Documents sufficient to identify each individual or entity that placed a deposit with Diamond for a Diamond Single Engine Jet Aircraft.

RESPONSE TO REQUEST NO. 8:

Diamond Aircraft objects to Request No. 8 on grounds that the Request is overly broad, unduly burdensome, and not relevant or reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 9:

All documents referring to, relating to, or regarding the negotiation of the Contract.

RESPONSE TO REQUEST NO. 9:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft further objects on grounds that Request No. 9 is vague and overbroad. Subject to and without waiver of the foregoing objections, Diamond Aircraft refers Plaintiff to the documents produced in connection with Defendant's Rule 26(a)(1) Initial Discovery Disclosures.

REQUEST NO. 10:

All documents referring to, relating to, or regarding the drafting of the Contract, the form of the Contract, and the enforceability of the Contract.

RESPONSE TO REQUEST NO. 10:

Diamond Aircraft objects to Request No. 10 on grounds that it is vague as not to be susceptible of reasoned interpretation. Diamond Aircraft further objects to the extent it seeks documents that constitute or reflect privileged communications between Diamond Aircraft and its attorneys and/or attorney work product.

REQUEST NO. 11:

All documents referring to, relating to, or regarding the decision of Diamond to accept Dr. Horowitch's offer to purchase the Aircraft and to accept other similar offers by other purchasers.

RESPONSE TO REQUEST NO. 11:

Diamond Aircraft objects to Request No. 11 to the extent that it seeks documents relating to Diamond Aircraft's decision to accept similar offers by other purchasers because said Request is not relevant or reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiver of the foregoing objections, Diamond Aircraft refers Plaintiff to the documents produced in connection with Defendant's Rule 26(a)(1) Initial Discovery Disclosures.

REQUEST NO. 12:

Any and all documents internal to Diamond or external with third-parties regarding price changes on contracts for the sale of the Diamond Single Engine Jet Aircraft.

RESPONSE TO REQUEST NO. 12:

Diamond Aircraft objects to Request No. 12 to the extent that it seeks documents that reflect privileged communications between Diamond Aircraft and its attorneys.

Diamond Aircraft further objects on grounds that Request No. 12 is duplicative of Request No. 2 and is not relevant or reasonably calculated to lead to the discovery of admissible evidence. Diamond Aircraft also Aircraft objects to Request No. 12 to the extent it calls for the production of documents containing proprietary, confidential, or trade secret information, without agreement upon and entry of a suitable confidentiality order.

REQUEST NO. 13:

All documents that you believe are related to or support in any way your defenses asserted in this litigation and/or the claims asserted against you.

RESPONSE TO REQUEST NO. 13:

Diamond Aircraft incorporates by reference each of the General Objections. Subject to and without waiver of the foregoing objections, Diamond Aircraft refers Plaintiff to documents produced with Defendant’s Rule 26(a)(1) Initial Discovery Disclosures.

REQUEST NO. 14:

Any and all documents which support your contention that Plaintiff fails to state a claim upon which relief may be granted.

RESPONSE TO REQUEST NO. 14:

Diamond Aircraft incorporates by reference each of the General Objections. Subject to and without waiver of the foregoing objections, and without limitation, Diamond Aircraft refers Plaintiff to the document attached to Plaintiff’s Complaint as Exhibit “A” and the documents produced in connection with Defendant’s Rule 26(a)(1) Initial Discovery Disclosures.

REQUEST NO. 15:

Any and all documents which support your contention that Plaintiff waived and released his claims against Diamond except for return of his deposit.

RESPONSE TO REQUEST NO. 15:

Subject to the General Objections and without waiving them, Diamond Aircraft incorporates by reference its response to Request No. 14 of Plaintiffs' First Request to Produce to Defendant.

REQUEST NO. 16:

Any and all documents which support your contention that Plaintiff was aware that the design of the Aircraft was not complete and that both the price and specifications of the Aircraft were only "preliminary estimates subject to change."

RESPONSE TO REQUEST NO. 16:

Diamond Aircraft incorporates by reference each of the General Objections. Subject to and without waiver of the foregoing objections, Diamond Aircraft refers Plaintiff to the document attached to Plaintiff's Complaint as Exhibit "A" and the documents produced in connection with Defendant's Rule 26(a)(1) Initial Discovery Disclosures, specifically Plaintiff's letter to Kathy Wood of Diamond Aircraft, dated March 14, 2003 in which Plaintiff states, "I require a guarantee of a price reduction to the lowest announced price if, at any time until my delivery date, a lower price is announced." See Horowitch Letter, DAI0017. Diamond Aircraft further responds that it will produce non-privileged responsive documents in its possession.

REQUEST NO. 17:

Any and all documents used in responding to the interrogatories served upon you by Plaintiff.

RESPONSE TO REQUEST NO. 17:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft further objects to Request No. 17 to the extent that it seeks documents that reflect privileged communications between Diamond Aircraft and its attorneys. Subject to and without waiver of the foregoing objections, Diamond Aircraft will produce non-privileged responsive documents in its possession.

REQUEST NO. 18:

The curriculum vitae of any expert witness identified in your interrogatory answers.

RESPONSE TO REQUEST NO. 18:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft further responds that no such documents exist at this time. Subject to and without waiver of the foregoing objections, Diamond Aircraft will produce non-privileged responsive documents in its possession, as those documents become available.

REQUEST NO. 19:

Any and all reports, drafts or otherwise, prepared by any expert identified in your interrogatory answers.

RESPONSE TO REQUEST NO. 19:

Subject to the General Objections and without waiving them, Diamond Aircraft incorporates by reference its response to Request No. 18 of Plaintiffs' First Request to Produce to Defendant.

REQUEST NO. 20:

Any and all investigative reports made by any person identified in your interrogatory answers.

RESPONSE TO REQUEST NO. 20:

Subject to the General Objections and without waiving them, Diamond Aircraft responds that no such documents exist at this time.

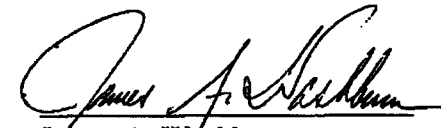
REQUEST NO. 21:

Any and all documents sufficient to show the changes and/or modifications made to the specifications and/or design of the Aircraft that Diamond contends caused the base price to increase from \$850,000 to \$1,380,000.

RESPONSE TO REQUEST NO. 21:

Diamond Aircraft objects to Request No. 21 on grounds that the Request is duplicative of Request Nos. 2 and 12. Diamond further objects on grounds that Request No. 21 is overly broad, unduly burdensome, and not relevant or reasonably calculated to lead to the discovery of admissible evidence. Diamond Aircraft also objects to the extent that Request No. 21 implies that Diamond Aircraft "contends" that the base price of the Aircraft increased due to changes or modifications to the specifications for the Aircraft.

Dated this 1st day of February, 2007.


James A. Washburn
Florida Bar No. 0036609

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(404) 527-4000
(404) 527-4198 (facsimile)

*Attorneys for Defendant
Diamond Aircraft Industries, Inc.*

OF COUNSEL:

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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

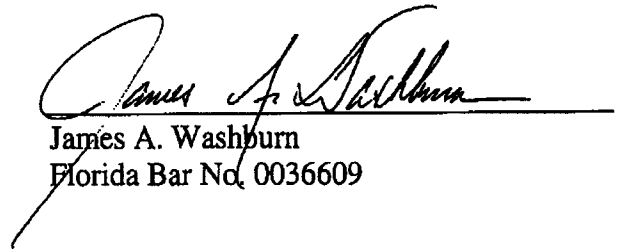
ALAN HOROWITCH,)	
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Plaintiff,)	
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v.)	NO. 1:06-CV-1703-ORL-19JGG
)	
DIAMOND AIRCRAFT INDUSTRIES,)	
INC., a foreign corporation,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I hereby certify that on February 1, 2007, I served a true and correct copy of DEFENDANT DIAMOND AIRCRAFT INDUSTRIES, INC.'S RESPONSE TO PLAINTIFF'S FIRST REQUEST TO PRODUCE upon all counsel of record. Service was made by faxing and causing a true and correct copy of same to be deposited in the U.S. Mail, with proper postage affixed thereon, addressed to the following attorneys of record:

Marc P. Ossinsky
Ossinsky & Cathcart, P.A.
2699 Lee Rd., Ste. 101
Winter Park, FL 32789

William V. Custer, Esq.
Jennifer P. Dempsey, Esq.
Powell Goldstein, LLP
One Atlantic Center
Fourteenth Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309



James A. Washburn
Florida Bar No. 0036609

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*Attorney for Defendant
Diamond Aircraft Industries, Inc.*

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ALAN HOROWITCH,)	
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Plaintiff,)	
)	CIVIL ACTION FILE
v.)	NO. 1:06-CV-1703-ORL-19JGG
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DIAMOND AIRCRAFT INDUSTRIES,)	
INC., a foreign corporation,)	
)	
Defendant.)	

**DEFENDANT DIAMOND AIRCRAFT INDUSTRIES, INC.'S
RESPONSES AND OBJECTIONS TO PLAINTIFF'S FIRST SET OF
INTERROGATORIES**

Defendant, Diamond Aircraft Industries, Inc. ("Diamond Aircraft"), pursuant to Federal Rules of Civil Procedure 26 and 33, hereby responds to Plaintiffs' First Set of Interrogatories, as follows:

GENERAL OBJECTIONS

1. Diamond Aircraft objects to the Interrogatories to the extent that any specific interrogatory calls for the disclosure of information or identification of documents protected from disclosure by the attorney-client privilege or work product doctrine.
2. Diamond Aircraft objects to the Interrogatories to the extent that any specific interrogatory is vague, overly broad, unduly burdensome, calls for information that is not relevant, or is not reasonably calculated to lead to the discovery of admissible evidence.
3. Diamond Aircraft objects to the Interrogatories to the extent that any specific interrogatory calls for the identification of "all" or "any" information, documents or objects of a described type, or similar requests, on the grounds that, as written: (a) it is so overbroad and vague as not to be susceptible of reasoned interpretation; (b) Diamond Aircraft cannot practically

comply with it insofar as it requires identification of writings which may have been, but no longer are in the possession, custody or control of Diamond Aircraft; (c) compliance, if possible, could be unduly burdensome and oppressive and would place upon Diamond Aircraft an unreasonable burden of inquiry.

4. Diamond Aircraft objects to the Interrogatories to the extent that any specific request calls for the production of any written, typed, printed, or recorded documents (including electronic, magnetic, photographic, graphic, and computerized), which exceed the scope of "electronically stored information," as defined in Federal Rules of Civil Procedure 26(a)(1) and 34(a) and (b).

INTERROGATORY NO. 1:

Please identify all Diamond employees, agents or representatives who participated in the purchase of a Diamond Single Engine Jet Aircraft ("Aircraft") by Dr. Horowitch, the negotiation and execution of the contract between Dr. Horowitch and Diamond regarding the purchase of the Aircraft (attached as exhibits A&B to the Complaint) (hereinafter referred to as the "Contract"), the determination of the price of the Aircraft, and communications with Dr. Horowitch regarding an Aircraft and/or the price of an Aircraft, and describe the nature of each individual's participation in these events.

RESPONSE TO INTERROGATORY NO. 1:

Diamond Aircraft incorporates by reference each of the General Objections and further objects to Interrogatory No. 1 to the extent it requests Diamond Aircraft to identify all employees, agents, or representatives who participated in the determination of the price of the Aircraft. Subject to and without waiver of the foregoing objections, Diamond Aircraft responds as follows:

1. Cathy Wood: Administration and secretarial;
2. Caroline Roy: Secretarial;
3. Peter Maurer: President; executive approval;

4. Jeff Owen: Sales management;
5. John Gauch: Sales contact with Plaintiff regarding initial order for DA-42 and subsequent switch to D-Jet; and
6. Marc Bricker: Accounting support.

INTERROGATORY NO. 2:

Please identify each individual who participated in the drafting of the form contract that was utilized by Dr. Horowitch and Diamond to memorialize their agreement regarding the purchase of the Aircraft and describe the nature of each individuals participation in the drafting of that form contract.

RESPONSE TO INTERROGATORY NO. 2:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft objects to Interrogatory No. 2 because it is overly broad and seeks discovery of information not relevant to the claim or defense of any party, unless a court of law declares that the contract in dispute is ambiguous. Diamond Aircraft further objects to the Interrogatory to the extent it mischaracterizes the Contract as a purchase agreement instead of as an order agreement for a position reservation. Subject to and without waiver of the foregoing objections, Diamond Aircraft responds as follows:

1. Cathy Wood: Secretarial;
2. Jeff Owen: Amendment of standard order form to order agreement form for position reservation; and
3. Peter Maurer: Final approval of order agreement form with limited specifications and subject to price changes.

INTERROGATORY NO. 3:

Please identify the individuals who participated in the decision to accept Dr. Horowitch's offer to purchase the Aircraft and describe the nature of each individual's participation in this decision.

RESPONSE TO INTERROGATORY NO. 3:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft further objects to the Interrogatory to the extent it mischaracterizes the Contract as a purchase agreement instead of as an order agreement for a position reservation. Subject to and without waiving the foregoing objections, Diamond Aircraft responds as follows:

4. John Gauche: Sales contact with Plaintiff; approved transfer of order from a DA-42 to the D-Jet;
5. Jeff Owen : Directed internal recording and signed order form; sent letter confirming order and position number reserved;
6. Cathy Wood: Provided administrative support; and
7. Marc Bricker: Confirmed deposit receipt.

INTERROGATORY NO. 4:

Please describe all conversations or communications between Diamond employees, agents or representatives on the one hand, and Dr. Horowitch on the other hand, regarding the Aircraft, including but not limited to:

- a) *The negotiation with Dr. Horowitch regarding the aircraft or the Contract.*
- b) *The price for the Aircraft which was the subject of the Contract.*
- c) *Dr. Horowitch's deposit for the Aircraft, and*
- d) *The dispute that is the subject of this Litigation.*

RESPONSE TO INTERROGATORY NO. 4:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft objects to Interrogatory No. 4 to the extent it calls for the disclosure of information protected from disclosure by the attorney-client privilege or work product doctrine. Diamond Aircraft also refers Plaintiff to documents produced in connection with Defendant's Rule

26(a)(1) Initial Disclosures. Subject to and without waiving the foregoing objections, Diamond Aircraft responds as follows:

- a) John Gauche was involved in discussions surrounding transfer of DA-42 order to D-Jet order;
- b) The price was pro forma for all order reservations;
- c) Documents produced in connection with Defendant's Rule 26(a)(1) Initial Disclosures indicate that Plaintiff knew how deposit would be made and when received;
- d) Peter Maurer's notes of conversations with Plaintiff were disclosed in connection with Defendant's Rule 26(a)(1) Initial Disclosures. At the Aircraft Owners and Pilots Association ("AOPA") Expo, Plaintiff told Mr. Maurer that the D-Jet was beautiful and that it was worth more than \$850,000. Plaintiff also told Mr. Maurer that he might have been open to a more moderate price adjustment.

INTERROGATORY NO. 5:

Please describe all of Diamond's internal conversations or communications regarding:

- a) The negotiation with Dr. Horowitch regarding the Aircraft or the Contract,*
- b) The price for the Aircraft which was the subject of the Contract,*
- c) Dr. Horowitch's deposit for the Aircraft,*
- d) The dispute that is the subject of this Litigation, and*
- e) Any other individual or entity who placed a deposit with Diamond for a Single Engine Jet Aircraft who was later informed the base price for the Aircraft would be in excess of \$850,000.*

RESPONSE TO INTERROGATORY NO. 5:

Diamond Aircraft objects to Interrogatory No. 5 to the extent that it seeks information relating to internal conversations or communications regarding "the dispute that is the subject of this litigation" and to the extent that the Request seeks information that is protected from discovery pursuant to the attorney-client privilege or work product doctrine. Diamond Aircraft

further objects to Interrogatory No. 5 to the extent that it seeks information regarding "any other individual or entity who placed a deposit with Diamond for a Single Engine Jet Aircraft who was later informed the base price for the Aircraft would be in excess of \$850,000," on grounds that such information is not relevant or reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Diamond Aircraft responds as follows:

- a) Diamond Aircraft refers Plaintiff to documents produced in connection with Defendant's Rule 26(a)(1) Initial Disclosures;
- b) Diamond Aircraft refers Plaintiff to documents produced in connection with Defendant's Rule 26(a)(1) Initial Disclosures;
- c) Diamond Aircraft refers Plaintiff to documents produced in connection with Defendant's Rule 26(a)(1) Initial Disclosures;
- d) No communications other than conversations protected from disclosure by the attorney-client privilege or work product doctrine;
- e) Diamond Aircraft objects to Interrogatory 5(e) on grounds that said Interrogatory is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 6:

Please describe the location of all records, electronic or otherwise, regarding the proposed transaction described in the Complaint in this action which began with Dr. Horowitz, on or about March of 2002 to the present day.

RESPONSE TO INTERROGATORY NO. 6:

Diamond Aircraft objects to the Interrogatory No. 6 to the extent that it requests information relating to the location of "all records, electronic, or otherwise," on grounds that said Interrogatory exceeds the scope of "electronically stored information," as defined in Federal

Rules of Civil Procedure 26(a)(1) and 34(a) and (b). Subject to and without waiving the foregoing objections, Diamond Aircraft responds as follows: Diamond Aircraft has access to electronically stored information from the address, 1560 Crumlin Sideroad, London Ontario.

INTERROGATORY NO. 7:

Please identify any and all individuals or entities who provided Diamond with deposit(s) for a Diamond Single Engine Jet Aircraft(s) and who were later informed that the base price of the Aircraft would be in excess of \$850,000.

RESPONSE TO INTERROGATORY NO. 7:

Diamond Aircraft objects to Interrogatory No. 7 on grounds that the Interrogatory is overly broad, unduly burdensome, and not relevant or reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 8:

Please describe with specificity the changes to the design and specifications of the Aircraft that you contend occurred after the execution of the Contract as referred to in Paragraph 2 of Diamond's Affirmative Defenses.

RESPONSE TO INTERROGATORY NO. 8:

Diamond Aircraft objects to Interrogatory No. 8 on grounds that the Interrogatory is overly broad, unduly burdensome, and not relevant or reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Diamond Aircraft responds as follows:

The changes to the design and specifications can be determined by comparing: the description of items set forth in the order agreement with the equipment list included in the D-Jet Deposit Agreement; the performance specifications set out in the D-Jet Deposit Agreement; the current marketing materials including the website that describe the fully optioned configuration and performance specifications; and the description of the Aircraft as set forth in the August 31,

2006 letter to Plaintiff. The Contract states that options, exterior striping, and interior options were to be determined.

INTERROGATORY NO. 9:

Please specify with particularity all bases for Defendant's contention that it has the right to change the price of the Aircraft.

RESPONSE TO INTERROGATORY NO. 9:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft further objects to the extent Interrogatory No. 9 calls for legal conclusions that are not the proper subject of discovery. Subject to and without waiver of the foregoing objections, Diamond Aircraft responds that, among other things, the Contract attached to Plaintiff's Complaint as Exhibit "A" specifies that the price is subject to change without notice. Diamond Aircraft also refers Plaintiff to documents provided in Defendant's Rule 26(a)(1) Initial Disclosures.

INTERROGATORY NO. 10:

Please identify all persons involved in the decision to ask Dr. Horowitch, or any other individual or entity, to pay a base price after for a Single Engine Jet in excess of \$850,000.

RESPONSE TO INTERROGATORY NO. 10:

Diamond Aircraft incorporates by reference each of the General Objections. Subject to and without waiver of the foregoing objections, Diamond Aircraft responds as follows:

8. Peter Maurer: President;
9. Dr. Ulrich Rummel and staff: Chief Financial Officer, Diamond Group; and
10. Christian Dries: Chairman of Board of Directors, Diamond Aircraft.

INTERROGATORY NO. 11:

Please specify the facts that support Diamond's assertion in its Affirmative Defenses that "Plaintiff's Complaint fails to state a claim upon which relief may be granted."

RESPONSE TO INTERROGATORY NO. 11:

Diamond Aircraft incorporates by reference each of the General Objections. Diamond Aircraft further objects to the extent Interrogatory No. 11 calls for legal conclusions that are not the proper subject of discovery. Subject to and without waiver of the foregoing objections, and without limitation, Diamond Aircraft responds that Plaintiff rejected the return of his deposit in the amount of \$20,000, which is the only remedy set forth in the Contract, attached to Plaintiff's Complaint as Exhibit "A." Diamond Aircraft also refers Plaintiff to documents produced in connection to Defendant's Rule 26(a)(1) Initial Disclosures.

INTERROGATORY NO. 12:

Please specify the facts that support Diamond's assertion in its Affirmative Defenses that "Plaintiff has waived and released his claim against Diamond Aircraft, except for return of his deposit in the amount of \$20,000.00."

RESPONSE TO INTERROGATORY NO. 12:

Subject to the General Objections and without waiving them, and without limitation, Diamond Aircraft incorporates by reference its response to Interrogatory No. 11 of Plaintiffs' First Set of Interrogatories to Defendant.

INTERROGATORY NO. 13:

Please specify the facts that support Diamond's assertion in its Affirmative Defenses that "Plaintiff was fully aware that the design of the aircraft that is the subject of the contract was not completed and that both the price and the specifications of the aircraft were only preliminary estimates and subject to change."

RESPONSE TO INTERROGATORY NO. 13:

Diamond Aircraft incorporates by reference each of the General Objections. Subject to and without waiver of the foregoing objections, and without limitation, Diamond Aircraft refers Plaintiff to the document attached to Plaintiff's Complaint as Exhibit A and documents provided

in Defendant's Rule 26(a)(1) Initial Disclosures. Diamond Aircraft further responds that Plaintiff acknowledged in conversations with Peter Maurer that Plaintiff anticipated a price change of the Aircraft.

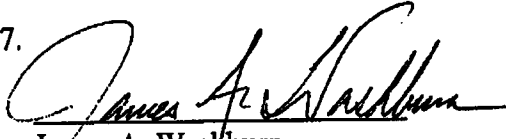
INTERROGATORY NO. 14:

Please describe with specificity the names and addresses of any expert who has advised you or with whom you have consulted regarding the claims in your complaint, and set forth with specificity the opinions of those experts, and the basis for each such opinion.

RESPONSE TO INTERROGATORY NO. 14:

Diamond Aircraft incorporates by reference each of the General Objections. Subject to and without waiver of the foregoing objections, Diamond Aircraft responds that Defendant has not yet identified experts regarding this litigation.

Dated this 1st day of February, 2007.


James A. Washburn
Florida Bar No. 0036609

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*Attorneys for Defendant
Diamond Aircraft Industries, Inc.*

OF COUNSEL:
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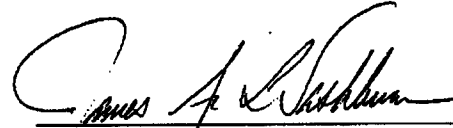
ALAN HOROWITCH,)	
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Plaintiff,)	
)	CIVIL ACTION FILE
v.)	NO. 1:06-CV-1703-ORL-19JGG
)	
DIAMOND AIRCRAFT INDUSTRIES,)	
INC., a foreign corporation,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I hereby certify that on February 1, 2007, I served a true and correct copy of DEFENDANT DIAMOND AIRCRAFT INDUSTRIES, INC.'S RESPONSES AND OBJECTIONS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES upon all counsel of record. Service was made by faxing and causing a true and correct copy of same to be deposited in the U.S. Mail, with proper postage affixed thereon, addressed to the following attorneys of record:

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