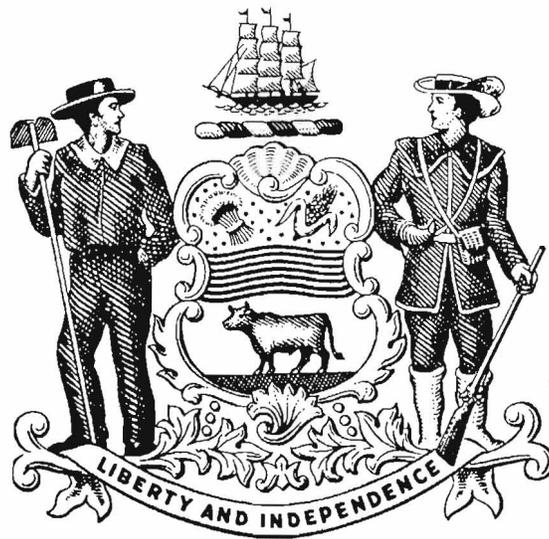

CONTRACT



STATE OF DELAWARE
DEPARTMENT OF **SAFETY AND HOMELAND SECURITY**
P.O. Box 818
DOVER, DELAWARE 19903

CONTRACT NO.

THIS AGREEMENT, made and executed in triplicate, this 14th day of March IN THE YEAR OF OUR LORD, Two Thousand and Five (2005).

BY AND BETWEEN the "DEPARTMENT OF SAFETY AND HOMELAND SECURITY," a Department created under the laws of the State of Delaware (hereinafter designated as Department), party of the first part, and Aloysius Butler & Clark, (hereinafter designated as Contractor), party of the second part.

WITNESSETH: That the Contractor, in consideration of the covenants and agreements herein contained and made by the Department, agrees with said Department as follows:

ARTICLE ONE. The term of this Agreement shall commence on the receipt of a fully executed purchase order and shall expire on March 15, 2006, unless extended by an amendment.

ARTICLE TWO. The Contractor shall, and will provide and furnish all supplies, materials, machinery, implements, appliances, and tools to perform the work and labor required to complete the contract requirements as set forth in the attachments as referenced in Article Seven.

ARTICLE THREE. It is understood and agreed by and between the parties hereto that all the work included in this contract is to be done under the direction of the Secretary of said Department and that his decisions as to the true construction and meaning of the said request for proposal or bid specifications as shall be final.

It is further understood and agreed by and between the parties hereto that such additional specifications as may be necessary to illustrate the work to be done are to be furnished by the Secretary of said Department, and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original request for proposal or bid specifications as referenced in Article Seven.

ARTICLE FOUR. If the work to be done under this contract shall be abandoned; or if this contract, or any part thereof, shall be sublet without the previous written consent of the Department; or if the contract shall be assigned by the Contractor otherwise than as herein specified; or if at any time the Secretary of said Department shall be of the opinion, and shall so certify in writing, that the work or any part thereof, is unnecessarily or unreasonably delayed; or that the Contractor has violated any provision of this contract, the Department may notify the Contractor to discontinue all work, or any part thereof; and, there upon the Contractor shall discontinue such work, or any part thereof, as the Department may designate, and the Department may there upon, by a contract or otherwise as it may determine, complete the work, or any part thereof, and charge the entire expense of so completing the work, or any part thereof, to the Contractor; and for such completion, the Department, for itself or its Contractor, may take possession of or use or cause to be used in the completion of the work, or any part thereof, any implements, tools, or material or any description as shall be found upon the line of said work, and thereafter accounting for, or paying to the Contractor, a reasonable compensation for the use of said implements, tools, or materials.

All costs and charges that may be incurred under this Article, or any damages that should be borne by the Contractor, shall be withheld or deducted from any moneys then due, or to become due, to the Contractor under this contract, or any part thereof; and in such accounting, the Department shall not be held to obtain the lowest cost for the work of completing the contract, or any part thereof, but all sums actually paid therefore shall be charged to the Contractor. In case the costs and charges incurred are less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and, in case such costs and charges shall exceed the said sum, the Contractor shall pay the amount of excess to the Department for the completion of the work.

ARTICLE FIVE.

HOLD HARMLESS: The Contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the Contractor, its employees, and invitees on or about the premises and which arise out of the Contractor's performance, or failure to perform as specified in the Agreement.

FORCE MAJEURE: Neither the Contractor nor the Department shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

BILLING: The Contractor is required to bill:

Office of Highway Safety

P.O. Box 1321

Dover, DE 19903-1321

The Contractor shall provide contract number, contact name, ship to and bill to address, and a contact phone number.

ARTICLE SIX. It is further mutually agreed between the parties hereto that no estimate given or payment made under this contract, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ARTICLE SEVEN. This Agreement, together with the attachment of the Invitation to Bid or the Request for Proposal, and the Bid, Quote, or Proposal, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. This Agreement may not be amended except by a written instrument signed by both parties.

ARTICLE EIGHT. It is understood and agreed by and between the parties hereto that all the work included in this contract is to be done under the direction of the Secretary of the Department. If any conflicts or discrepancies should arise in the terms and conditions of this Agreement, or the construction and interpretation thereof, the order of precedence for resolution shall be: (1) this Agreement, (2) the Invitation to Bid or the Request for Proposal, and (3) the Bid, Quote, or Proposal.

ARTICLE NINE. In the event the parties do not comply with one or more of their contractual obligations under this Agreement, the non-breaching party shall notify the other, in writing, of the breach and the other shall have thirty (30) days from the date it was notified to cure its breach.

ARTICLE TEN. If sufficient funds are not appropriated by the Delaware General Assembly or other appropriate federal or state agency to sustain in whole or in part, the Department of Public Safety's performance under this agreement, or if such appropriation is reduced such that its amount is insufficient to sustain said performance, this agreement shall be null and void at the insistence of the Department. In such event, the Contractor shall immediately be granted access to the locations where the systems, materials, machinery, implements, appliances, and tools are located and Contractor shall be entitled to immediately remove all such items from each and every location.

ARTICLE ELEVEN. This Agreement shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the said parties to these presents have duly executed this agreement in triplicate the day and year first above written.

IN THE PRESENCE OF

Mr. J. Andy
Witness

Aloysius Butler & Clark
Name of Contractor

By: *John C. Hawkins*
Title: *President*

DEPARTMENT OF SAFETY AND HOMELAND SECURITY

SEAL

ATTEST:

Stephanie Young

David B. Mitchell
Secretary

STEPHANIE YOUNG
Notary Public, State of Delaware
My Commission Expires November 3, 2006

David B. Mitchell, J.D.

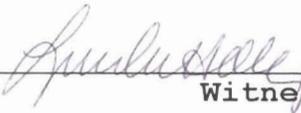
Amendment # 1 to Contract # 05-0140-01

On 5/22/06 the above contract was amended to reflect that the award for the above contract has been extended for one year through May of 2007 as per provisions established in the RFP.

IN WITNESS WHEREOF, the said parties to these presents have duly executed this agreement in triplicate the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Corporate Seal



Witness



Name of Contractor

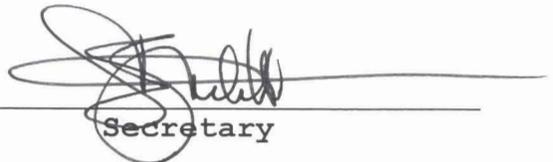
By: 
Title: 
President & CEO

DEPARTMENT OF SAFETY AND HOMELAND SECURITY

SEAL

ATTEST:





Secretary

STEPHANIE YOUNG
Notary Public, State of Delaware
My Commission Expires November 3, 2006

David B. Mitchell, J.D.

Amendment # 2 to Contract # 05-0140-01

On July 11, 2007 the above contract was amended to reflect that the award for the above contract has been extended for one year through July of 2008 as per provisions established in the RFP.

IN WITNESS WHEREOF, the said parties to these presents have duly executed this agreement in triplicate the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Corporate Seal

Barbara White

Witness

Alysons Butler & Clark

Name of Contractor

By:

Audra Healy

Title:

CEO

DEPARTMENT OF SAFETY AND HOMELAND SECURITY

SEAL

ATTEST:

Stephanie Young

STEPHANIE YOUNG
Notary Public, State of Delaware
My Commission Expires November 3, 2010

David B. Mitchell
Secretary

David B. Mitchell, J.D.

Amendment # 3 to Contract # 05-0140-01

On July 18, 2008 the above contract was amended to reflect that the award for the above contract has been extended for one year through July 31, 2009 as per provisions established in the RFP.

IN WITNESS WHEREOF, the said parties to these presents have duly executed this agreement in triplicate the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Corporate Seal

Alice L Clark
Witness

Aloysius Butler & Clark
Name of Contractor

By: John C. Newsum
Title: President

DEPARTMENT OF SAFETY AND HOMELAND SECURITY

SEAL

ATTEST:

Stephanie Young

STEPHANIE YOUNG
Notary Public, State of Delaware
My Commission Expires November 3, 2010

David B. Mitchell
Secretary

David B. Mitchell, J.D.

Amendment # 4 to Contract # 05-0140-01

On June 1, 2009 the above contract was amended to reflect a 60 day extension of the contract scheduled to terminate on July 31, 2009. Under the terms of the extension, Aloysius Butler & Clark (AB & C) will continue to provide services as described under the original contract. They will be permitted to finish projects which were started under the current contract which include but may not be limited to: Checkpoint Strikeforce campaign (terminating January 1, 2010), Stop Aggressive Driving Campaign (terminating October 30, 2009), OHS Conference Planning (terminating December 1, 2009), Tween Seat Belt projects (terminating September 31, 2009), Motorcycle Safety (terminating September 31, 2009) and Pedestrian Safety (terminating August 31, 2009). Should AB & C not be awarded a new contract commencing October 1, 2009, they should be prepared to transition all projects begun under the current contract (or Amendment to said contract) to the newly contracted agency on January 1, 2010.

IN WITNESS WHEREOF, the said parties to these presents have duly executed this agreement in triplicate the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

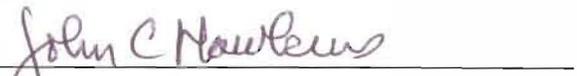
Corporate Seal



Witness



Name of Contractor

By: 
Title: 

DEPARTMENT OF SAFETY AND HOMELAND SECURITY

SEAL

ATTEST:




Secretary

STEPHANIE YOUNG
Notary Public, State of Delaware
My Commission Expires November 3, 2010

Lewis Schiliro