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FAX PROPOSAL**NUMBER OF PAGES FAXED: 2**

#985234

TO:

FROM:

AMBASSADOR CONSTRUCTION COMPANY

NATIONAL BULLET PROOF, INC

ATTN: JACK KLEIN

WALLY NEWMAN

212-922-1020

9855 S. 78TH AVE.

212-949-9762FAX

HICKORY HILLS, IL 60457

708-430-3200 (708-430-3406FAX)

This Proposal is dated May 11, 1998 and is valid for 60 days
 Shipment apx. 6 to 8 weeks after terms in Article VI are completed

TERMS of PURCHASE

ARTICLE I - PAYMENT: Standard payment terms shall be fifty percent (50%) to fabricate the equipment, and balance due C.O.D. If non standard payment terms are applied for, the applicant should allow approximately two months for processing and review. No fabrication without order prepayment can occur during this review period. Should collection proceedings become necessary, all costs including but not limited to collection fees, attorney's fees, etc., shall be paid by the purchaser. Unless specifically stated; shipping, installation, taxes, permits and duties are not included in the shipping price.

ARTICLE II - DOCUMENTATION: The above description and any subsequent submittal(s) shall constitute the specifications in which the equipment will be manufactured. This proposal and submittal drawing(s) must each be signed and returned within the proposal validity period as indicated above.

ARTICLE III - PAINTING: All opaque metals except stainless steel will receive one base coat of prime paint. Finish painting unless noted otherwise by buyer.

ARTICLE IV - SHIPMENT: The proposed materials are F.O.B. Hickory Hills, Illinois and will be shipped via a common freight carrier. All shipments must be opened upon delivery and inspected for damage. If materials are damaged, buyer will contact freight company and make damage claim according to freight company's rules. If NBP is to install equipment, this does not apply.

ARTICLE V - LIMITED WARRANTY: All non glazing materials covered by this Agreement to be free from defects under normal use for a fifteen (15) month period starting from date of shipment. All glazing material materials to be free from delamination and edge separation for period of thirteen (13) months from date of shipment. Warranty void if glass is damaged or cracked. Warranty does not include consequential damages, labor cost for the removal and reinstallation of defective equipment, shipping costs to return the product to NBP for reworking or any other expenses incurred because of the defective materials or equipment warranty does not cover glass breakage or cracking.

ARTICLE VI - FABRICATION SCHEDULING: Orders are scheduled for fabrication only after all documentation is in National Bullet Proof's possession. This documentation includes: (1) the order prepayment, (2) signed and dated proposal, (3) signed and dated Terms Of Purchase, (4) approved, dated and signed product drawings. An authorized officer of the buyer's organization shall approve, date and sign all documentation. Due to variance in production levels, the fabrication time noted above is valid for five (5) working days from the date of the proposal.

ARTICLE VII -FOR NBP INSTALLED EQUIPMENT: Purchaser to provide electrical service to installation site with minimum 110/220 volt, 50 amp service. Installation site must be safe and lockable after working hours. Purchaser is to obtain all necessary authorizations, building permits and approvals. Purchaser must provide heat when outside temperatures are below 40 degrees. Finish painting by buyer. Equipment installation by National Bullet Proof(NBP) will be provided using non-union workmen. If this situation

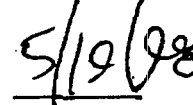
Purchaser will arrange to have objecting union workmen removed from the work site so that installation can proceed, (2) if there is any delay to the installation process, purchase agrees to reimburse NBP for all wages incurred by NBP while the installation is halted; and (3) if installation cannot resume, Purchaser hereby agrees to pay for the installation up to the stoppage of installation. NBP will provide a statement showing installation completed compared with installation not completed. In no case, will NBP pay the cost of completion by non-NBP retained personnel without NBP's expressed written consent.

Purchaser



NATIONAL BULLET PROOF, INC.

Date



Date