

TERMINATION AND ACKNOWLEDGEMENT AGREEMENT

This TERMINATION AND ACKNOWLEDGEMENT AGREEMENT (this "Termination and Acknowledgement Agreement"), dated as of August __, 2012, is entered into by and between Law Enforcement Systems, LLC, a New York limited liability company ("LES"), and Vion Municipal Capital LLC, a Delaware limited liability company ("Vion," and together with LES, the "Parties," and each a "Party"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement (as defined below).

RECITALS

WHEREAS, the Parties previously entered into the Servicer Agreement dated as of May 10, 2012 (the "Agreement").

WHEREAS, Vion and the Rhode Island Turnpike and Bridge Authority ("RITBA") previously entered into a Master Management and Assignment Agreement and a License-Lease Agreement, each dated as of February 15, 2012 (collectively, the "RITBA Agreements"), which are being terminated as of the date hereof by virtue of that certain Termination Agreement dated August __, 2012 by and between RITBA and Vion.

WHEREAS, as a result of the termination of the RITBA Agreements, Vion's engagement of LES is also terminated pursuant to Section 8 of the Agreement.

WHEREAS, the Parties desire to acknowledge the termination of the Agreement according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Termination. The Parties acknowledge that the Agreement provides for the engagement of LES for the Collection Period, which, pursuant to Section 8 of the Agreement, ends upon the termination of the RITBA Agreements. Accordingly, the Parties acknowledge and agree that the Agreement is also terminated as of the date hereof pursuant to the terms and conditions of this Termination and Acknowledgement Agreement and shall be of no further force or effect (except as set forth in Section 3 hereof), and neither party shall have any further rights or obligations pursuant to the Agreement (except as set forth in Section 3 hereof).

2. Acknowledgement of Payment in Full. LES hereby acknowledges that Vion owes it no payments under the Agreement, and that no further payments shall be payable to LES under the Agreement.

3. Survival. Notwithstanding anything to the contrary herein, Sections 5 (Indemnification and other Liability), 13 (Confidentiality), 17 (Notices), and Section 28 (Waiver of Jury Trial) of the Agreement shall survive the termination of the Agreement.

4. Mutual Release. Each Party and its respective affiliates and any person or entity claiming through them (the "Releasing Parties") hereby absolutely, fully and irrevocably releases, waives, relinquishes and discharges each of: (a) the other Party, (b) the respective individual directors, officers, partners, members, trustees and employees of such other Party, and (c) the successors, assigns, affiliates and attorneys of each Party (the "Released Parties") from any and all actions, causes of action, suits, damages (whether general, special or punitive), debts, liabilities, demands, rights, obligations, costs, expenses, losses, attorneys' fees (whether or not litigation is commenced), liens and indemnities of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, and whether based on contract, tort, statute or other legal or equitable theory of recovery which the Releasing Parties may have had, presently have or in the future may have against the Released Parties which arise, have arisen or may hereinafter arise, whether presently known or unknown, insofar, but only insofar, as such claims relate to the Agreement; provided that the release provisions of this Section 4 shall not apply to the surviving indemnification obligations identified in Section 3 hereof.

5. Entire Agreement; Amendment and Modification. This Termination and Acknowledgement Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings, representations and agreements, whether written or oral, between the Parties with respect to such subject matter. Any amendment or modification of the terms of this Termination and Acknowledgement Agreement shall not be effective unless in writing and signed by the Parties.

6. Governing Law. This Termination and Acknowledgement Agreement and any dispute arising hereunder shall in all respects be governed by and construed in accordance with the laws of the State of Rhode Island without giving effect to any conflicts of law principles of such state that might apply the laws of another jurisdiction to this Termination and Acknowledgement Agreement.

7. Severability. Whenever possible, each provision of this Termination and Acknowledgement Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Termination and Acknowledgement Agreement or the application of any such provision to any person, entity or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable law or rule in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Termination and Acknowledgement Agreement. The Parties agree that a court of competent jurisdiction making a determination of the invalidity or unenforceability of any term or provision of this Termination and Acknowledgement Agreement shall have the power to reduce the scope, duration or area of any such term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Termination and Acknowledgement Agreement shall be enforceable as so modified.

8. Headings: The headings and captions used in this Termination and Acknowledgement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Termination and Acknowledgement Agreement.

9. Counterparts: This Termination and Acknowledgement Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Termination and Acknowledgement Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any this Termination and Acknowledgement Agreement.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE
FOLLOWS]**

IN WITNESS WHEREOF, the Parties have caused this Termination and Acknowledgement Agreement to be executed on the date first written above:

Law Enforcement Systems, LLC

By: Norm Brooks
Name: Norman Brooks
Title: Chief Financial Officer

Vion Municipal Capital LLC

By: _____
Name:
Title:

Acknowledged:

Rhode Island Turnpike and Bridge Authority

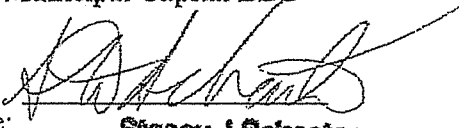
By: David D. D'Angelo
Name: David D. D'Angelo
Title: Chairman

IN WITNESS WHEREOF, the Parties have caused this Termination and Acknowledgement Agreement to be executed on the date first written above.

Law Enforcement Systems, LLC

By: _____
Name:
Title:

Vion Municipal Capital LLC

By: 
Name: **Stacey J Schacter**
Title: **Manager**

Acknowledged:

Rhode Island Turnpike and Bridge Authority

By: _____
Name:
Title: