

## BILL OF SALE AGREEMENT

This Bill of Sale Agreement ("Agreement") is made as of **September 27, 2013** (the "Effective Date") between Election Systems & Software LLC., a Delaware limited liability company with an address at 11208 John Galt Boulevard, Omaha, Nebraska USA 68137 ("ES&S"), and **Johnson County, Texas**, with an address at 1102 E. Kilpatrick, Suite B, Cleburne, Texas 76031 ("County").

### RECITALS

WHEREAS, ES&S sells voting systems products and services to governmental and other entities throughout the world;

WHEREAS, ES&S previous sold certain voting system products to the County and now desires to buy back such voting system products from the County; and

WHEREAS, the County has agreed to sell back to ES&S certain of its voting system products.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the covenants and agreements set forth below, the parties hereby agree as follows:

1. **EQUIPMENT; PRICING.** The County agrees to sell the voting system products as more fully described on Exhibit A attached hereto and fully incorporated herein by this reference (the "Equipment") and ES&S agrees to purchase the Equipment at prices set forth in the table below:

Quantity	Equipment Description	Unit Price (USD)	Total Price (USD)
32	ES&S Model 100 and Ballot Box	\$600.00	\$19,200.00
		<b>Total Sale Amount</b>	<b>\$19,200.00</b>

2. **PURCHASE PRICE.** In consideration for the County's sale of the Equipment set forth in Section 1, ES&S agrees to pay the County the sum of Nineteen Thousand Two Hundred Dollars and No Cents (\$19,200.00 USD) within thirty (30) days of ES&S' acceptance of the Equipment.

3. **DELIVERY; RISK OF LOSS AND TITLE.** The County shall package the Equipment and ready the Equipment for pick-up by ES&S. ES&S and the County shall mutually agree upon a delivery date and time whereby ES&S shall pick-up the Equipment at County's designated location. ES&S shall be responsible for all shipping costs associated with the delivery of the Equipment. Risk of loss to the Equipment shall pass when the Equipment is picked up by ES&S at the County's designated location. Title to the Equipment shall pass upon County's receipt of full payment for the Equipment.

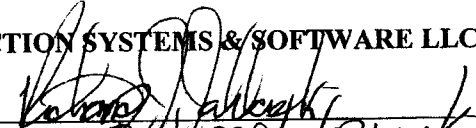
4. **WARRANTY OF TITLE.** County warrants that it has good, marketable title to the Equipment, free and clear of all claims, liens and encumbrances and will defend the same against all claims.

5. **WARRANTY OF EQUIPMENT.** The County warrants that the Equipment is in normal working condition and operates in accordance with its documentation; subject to normal wear and tear.


6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA, without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

**ELECTION SYSTEMS & SOFTWARE LLC**

By:   
Print Name: Michael J. Dabrowski  
Title: VP of FINANCE

**JOHNSON COUNTY, TEXAS**

By:   
Print Name: Roger Harmon  
Title: Johnson County Judge  
10-15-13

**Exhibit A**  
**Equipment**

The Equipment to be sold to ES&S shall be as follows:

<b>Item</b>	<b>Type of Equipment</b>	<b>Serial Number</b>
1	ES&S Model 100	215936
2	ES&S Model 100	218803
3	ES&S Model 100	215359
4	ES&S Model 100	215215
5	ES&S Model 100	215284
6	ES&S Model 100	218846
7	ES&S Model 100	215662
8	ES&S Model 100	218653
9	ES&S Model 100	218642
10	ES&S Model 100	215272
11	ES&S Model 100	215555
12	ES&S Model 100	218595
13	ES&S Model 100	218647
14	ES&S Model 100	218863
15	ES&S Model 100	218817
16	ES&S Model 100	218867
17	ES&S Model 100	218554
18	ES&S Model 100	218590
19	ES&S Model 100	215117
20	ES&S Model 100	215502
21	ES&S Model 100	216114
22	ES&S Model 100	215132
23	ES&S Model 100	216074
24	ES&S Model 100	215579
25	ES&S Model 100	216069
26	ES&S Model 100	216078
27	ES&S Model 100	215559
28	ES&S Model 100	216082
29	ES&S Model 100	216081
30	ES&S Model 100	219350
31	ES&S Model 100	216117
32	ES&S Model 100	216059