

ATTACHMENT 1

BILL OF SALE AGREEMENT

This Bill of Sale Agreement ("Agreement") is made as of June 25, 2012 (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 Nassau County, Florida, with an address at 96135 Nassau Place, Suite 3, Yulee, FL 32097 ("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)
47	15" iVotronic ADA Terminal	\$250.00	\$11,750.00
5	15" iVotronic Supervisor Terminal	\$250.00	\$1,250.00
10	15" iVotronic NON ADA Terminal	\$250.00	\$2,500.00
55	iVotronic Voting Booths	\$0	\$0
1	12" iVotronic Training Unit	\$0	\$0
Total Sale Amount			\$15,500.00

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 Fifteen thousand five hundred dollars and no cents (\$15,500.00 USD) within thirty (30) days of acceptance of the Equipment.

3. **DELIVERY; RISK OF LOSS.** 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.

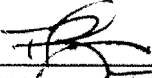
4. **WARRANTY OF TITLE.** County warrants that it has good, marketable title to the Equipment, free and clear of all claims, liens and encumbrances and will defend the same against all claims.

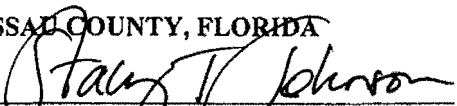
5. **WARRANTY OF EQUIPMENT.** The County warrants that the Equipment is in normal working condition and operates in accordance with its documentation; subject to normal wear and tear.


6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, 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: THOMAS O'BRIEN
Title: CEO

NASSAU COUNTY, FLORIDA
By: 
Print Name: Stacy T. Johnson
Title: Chair

MES 07/05/12
 7/5/12

**Exhibit A
Equipment**

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

Item	Type of Equipment	Serial #
1	15" Ivotronics ADA	V5113675->
2	15" Ivotronics ADA	V5116846->
3	15" Ivotronics ADA	V5118814->
4	15" Ivotronics ADA	V5112914->
5	15" Ivotronics ADA	V5114417->
6	15" Ivotronics ADA	V5112714->
7	15" Ivotronics ADA	V5117227->
8	15" Ivotronics ADA	V5116033->
9	15" Ivotronics ADA	V5117769->
10	15" Ivotronics ADA	V5116114->
11	15" Ivotronics ADA	V5118647->
12	15" Ivotronics ADA	V5114761->
13	15" Ivotronics ADA	V5118450->
14	15" Ivotronics ADA	V5116144->
15	15" Ivotronics ADA	V5118060->
16	15" Ivotronics ADA	V5118784->
17	15" Ivotronics ADA	V5118767->
18	15" Ivotronics ADA	V5118134->
19	15" Ivotronics ADA	V5115322->
20	15" Ivotronics ADA	V5115341->
21	15" Ivotronics ADA	V5117611->
22	15" Ivotronics ADA	V5116492->
23	15" Ivotronics ADA	V5117130->
24	15" Ivotronics ADA	V5115654->
25	15" Ivotronics ADA	V5108210-C
26	15" Ivotronics ADA	V5115572->
27	15" Ivotronics ADA	V5110222-C
28	15" Ivotronics ADA	V5115079->
29	15" Ivotronics ADA	V5118776->
30	15" Ivotronics ADA	V5118328->
31	15" Ivotronics ADA	V5117392->
32	15" Ivotronics ADA	V5112532->
33	15" Ivotronics ADA	V5113971->
34	15" Ivotronics ADA	V5114971->
35	15" Ivotronics ADA	V5118087->
36	15" Ivotronics ADA	V5116461->
37	15" Ivotronics ADA	V5118811->
38	15" Ivotronics ADA	V5115787->
39	15" Ivotronics ADA	V5111622->
40	15" Ivotronics ADA	V5117237->
41	15" Ivotronics ADA	V5116801->
42	15" Ivotronics ADA	V5115178->
43	15" Ivotronics ADA	V5115693->

44 15" Ivotronics ADA	V5116888->
45 15" Ivotronics ADA	V5114387->
46 15" Ivotronics ADA	V5117235->
1 15" Ivotronics Supervisor	S5103402-C
2 15" Ivotronics Supervisor	S5103656-C
3 15" Ivotronics Supervisor	S5103498-C
4 15" Ivotronics Supervisor	S5103443-C
5 15" Ivotronics Supervisor	S5103615-C
1 15" Ivotronics NON-ADA	V5131447
2 15" Ivotronics NON-ADA	V5137595
3 15" Ivotronics NON-ADA	V5129331
4 15" Ivotronics NON-ADA	V5129379
5 15" Ivotronics NON-ADA	V5132295
6 15" Ivotronics NON-ADA	V5132447
7 15" Ivotronics NON-ADA	V5132144
8 15" Ivotronics NON-ADA	V5131069
9 15" Ivotronics NON-ADA	V5132304
10 15" Ivotronics NON-ADA	V5130252