

BILL OF SALE

This BILL OF SALE is entered into as of September 17th, 2021, by WIZTRONICS, INC., a Washington State corporation, with its principal place of business located in Bellingham, Washington ("**Seller**"), and WHATCOM TRANSPORTATION AUTHORITY, a Public Transportation Benefit Area under RCW Chapter 36.57A, with its principal place of business located in Bellingham, Washington ("**Buyer**"). This Bill of Sale is made pursuant to the Radio System Purchase and Sale Agreement (the "**Agreement**") dated June ____, 2021, between Seller and Buyer, which includes the transfer of that personal property set out in Exhibit A, which is attached hereto and incorporated by reference ("Equipment").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree and confirm as follows:

1. Conveyance. For good and valuable consideration in the form and amount paid under paragraph 1(b) of the Agreement, the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer, all of its right, title, and interest in and to the Equipment.

2. Representations and Warranties. Seller represents and warrants that (1) Seller is conveying good and valid title to all Equipment, free and clear of all encumbrances, debts, mortgages, attachments, pledges, charges, claims, and liens of any kind; and (2) Seller has the right to sell the Equipment to Buyer and shall warrant and defend the right against the lawful claims and demands of all persons in accordance with the terms and conditions of the Agreement.

3. Further Assurances. Seller, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time on Buyer's written request, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer and its successors and assigns title to the Equipment transferred by this Bill of Sale.

4. Governing Law. This Bill of Sale and all related documents, and all matters arising out of or relating to this Bill of Sale, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the state of Washington, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the state of Washington.

5. Incorporation of Agreement. This Bill of Sale incorporates by reference all of the terms of the Agreement, including, but not limited to, Seller's representations, warranties, covenants, and agreements relating to the Equipment, as if each term was fully set forth herein. In the event of conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement govern and control.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Bill of Sale as of the date first written above.

Wiztronics, Inc.

By: 

Name: Gerald L. Noe

Title: President

EXHIBIT A

Exhibit A: Equipment

Lookout Mountain		
QTY	PART NUMBER	DESCRIPTION
4	Kenwood NXR-900	800mHz Repeater
4	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
4	Millicom	Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Avait Microwave	Hop to Squalicum
1	Netgear FS	Switch
Squalicum Mountain		
QTY	PART NUMBER	DESCRIPTION
4	Kenwood NXR-900	800mHz Repeater
4	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
4	Millicom	Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Avait Microwave	Hop to Lookout
1	Netgear FS	Switch
Devils Mountain		
QTY	PART NUMBER	DESCRIPTION
2	Kenwood NXR-900	800mHz Repeater
2	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
2	Kenwood KSGPA24181	75w Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Netgear FS	Switch
	Related combiners, cavities and antenna	
Mount Constitution		
QTY	PART NUMBER	DESCRIPTION
3	Kenwood NXR-900	800mHz Repeater
3	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply

3	Millicom	Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Netgear FS	Switch
Sumas Mountain		
QTY	PART NUMBER	DESCRIPTION
3	Kenwood NXR-900	800mHz Repeater
3	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
3	Kenwood KSGPA24181	75w Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Netgear FS	Switch
	Related combiners, cavities and antenna	
Baldi Mountain		
QTY	PART NUMBER	DESCRIPTION
2	Kenwood NXR-900	800mHz Repeater
2	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
2	Kenwood KSGPA24181	75w Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Netgear FS	Switch
Spares		
QTY	PART NUMBER	DESCRIPTION
2	Kenwood NXR-900	800mHz Repeater
6	Millicom	Power Amplifier
4	RF Technology	Power Amplifier
MISC		
QTY	PART NUMBER	DESCRIPTION
1	Gen2 System Upgrade	
1	KSGCP20000 Server	
1	KPG-1000SY System Software	Dell server & software
1	KPG-1002GW IP Gateway Software	Dell server & software