



## AGREEMENT OF SALE

### ELECTRICATOR PRODUCT LINE

Agreement made the        day of March, 1997, in the state of California between Burton Medical Products Corporation whose address is 21100 Lassen Street, Chatsworth, California, 91311, hereinafter called the Transferor, and Geiger Instrument Co., Inc., whose address is 24040 Camino del Avion, A-195, Monarch Beach, California, 92629, hereinafter called the Transferee.

1. The Transferor agrees to sell to the Transferee and the Transferee agrees to buy the following described business: Electricator product line, tangible and intangible assets, located at 21100 Lassen Street, Chatsworth, California, 91311, including the finished goods inventory, parts inventory, molds, BOMs, drawings, rights to use the term "Electricator", contract rights and good will, free and clear of any debts, mortgages, security interests, or other liens or encumbrances. Title shall be closed on the day of March, 1997 at the office of Transferor.
2. The purchase price to be paid by the Transferee is \$10,000 at time of closing and 5% of gross Electricator Product Line sales over the following twenty four months to be paid quarterly and not to exceed \$5,000.
3. The terms of payment are as follows: Upon execution of this agreement and delivery of Bill of Sale by company check. Quarterly payments will be by company check mailed to Transferor's offices.
4. Parts and finished goods inventory valuation for the Electricator product line at time of closing will be no lower than \$21,000 at cost. Included in this inventory will be a minimum of five assembled Electricator units to assist the Transferee in supplying customers during the transition period.
5. Transferee assumes no liability for products manufactured and sold by Transferor prior to closing date.
6. Transferor shall provide Transferee at closing with customer list and vendor list with addresses.
7. Transferor makes the following representations and warranties to the Transferee, all of which shall survive the closing:
  - (a) Transferor is the owner of the assets referred to herein free of all debts, liens, security interests, and encumbrances.
  - (b) It has entered into no contract relating to either business or property referred to herein.
  - (c) There are no judgments, liens, actions, or proceedings pending or threatened against it anywhere.
  - (d) There are no violations of any kind pending or threatened against the business or property referred to herein.

(c) It has to its knowledge complied with all laws, rules and regulations relating to the business and property referred to herein.

(f) It is not insolvent and will not be rendered insolvent by the transfer contemplated by this agreement. It is able to meet the business obligations as they become due.

8. Transferor will conduct business referred to herein up to the date of the closing in a normal and regular manner and will not enter into any contract except that may be required in the regular course of business.

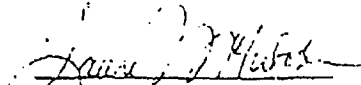
9. Transferor agrees that it will not re-establish, re-open, be engaged in, nor in any manner whatsoever become interested, directly or indirectly, either as employee, as owner, as partner, as agent, or as stockholder, director or officer of a corporation, or otherwise, in any business, trade or occupation similar to the one hereby sold, within the United States.

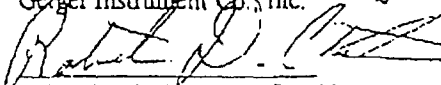
10. Transferor represents that it is the sole owner of business to be transferred and by executing this agreement indicates their agreement to be bound by the restrictive covenant set forth in Paragraph 9 above. It is the intention of the parties that all officers, directors and shareholders of Transferor be bound by the restrictive covenant.

11. Transferor's signature, Robert D. Christianson, President, represents that he is an authorized agent of Burton and has the authority and power to effect the purchase and sale.

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors, and assigns.

This agreement may not be changed orally.

  
Lauri McIntosh, President  
Gerger Instrument Co., Inc.

  
Robert D. Christianson, President  
Burton Medical Products Corp.

3/17/9