BILL OF SALE

THIS BILL OF SALE, made and entered into by and between MARATHON OIL COMPANY, an Ohio corporation having offices in _____(address)_____ (hereinafter referred to as "SELLER"), and _____(contractor)_____, a ___(state of incorporation)_____ corporation with offices in _____(address)_____ (hereinafter referred to as "PURCHASER") and shall be effective as of the date last signed below.

WITNESSETH:

1. SELLER, for and in consideration of _____ UNITED STATES DOLLARS ($_____USD) hereby sells, assigns, conveys and delivers to PURCHASER, its successors and assigns, the property described in Schedule A attached hereto located at _____ (the "Site"). PURCHASER may obtain insurance covering the Property as of the effective date of the Bill of Sale. All risk of loss, as well as all other risks provided herein, are transferred to PURCHASER as of the effective date.

2. PURCHASER agrees to be responsible for and pay any and all license fees and/or taxes which may be incurred as a result of this sale under applicable statutes as of the effective date of this Bill of Sale. SELLER shall collect such applicable license fees and/or taxes at the time of the sale unless PURCHASER provides SELLER with a valid Sales/Use Tax Exemption Certificate at the time of the sale.

3. PURCHASER acknowledges by executing this Bill of Sale that it has inspected the property described in Schedule A ("Property") or has been given the opportunity by SELLER to inspect said Property.

4. SELLER has good and marketable title to all of the Property described in Schedule A hereto. Such Property is not subject to any mortgage, pledge, lien (including tax liens), charge, security interest, encumbrance or restriction, lease, liability or claim of any nature whatsoever. THE PROPERTY IS SOLD ON AN AS-IS, WHERE-IS BASIS, AND BY ITS ACCEPTANCE OF THE PROPERTY, PURCHASER EXPRESSLY RELIEVES AND EXONERATES SELLER OF ANY RESPONSIBILITY FOR ITS CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. SELLER'S WARRANTIES AND GUARANTEES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES OF ANY KIND (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURCHASER'S INTENDED USE), WHETHER WRITTEN OR ORAL OR IMPLIED IN FACT OR IN LAW. PURCHASER hereby acknowledges that SELLER makes no warranty, express or implied, with respect to any description of the Property contained in

any catalog, booklet, sales literature or NORM survey received directly or indirectly from SELLER.

5. Any and all costs and arrangements associated with the preparation and packing of the Property, labor, material, overhead and subsequent removal, will be at PURCHASER's sole expense. PURCHASER warrants that it has the experience and possesses the skills and resources to remove the Property and shall remove the Property in a good and workmanlike manner using only qualified, careful and efficient workers in strict conformity with the law and best practices in the industry and in a manner protective of its workers, the public and the environment. If PURCHASER has not removed the Property from the Site by _____(date)_____, PURCHASER shall have been deemed to have abandoned the Property and SELLER may dispose of the Property at SELLER's discretion without repayment of any amount paid by PURCHASER hereunder and PURCHASER shall be liable for any costs incurred by SELLER in excess of the consideration paid.

6. The Property may have been utilized by SELLER and possibly others for the purposes of exploration for, development, and production of oil and gas. PURCHASER acknowledges that the Property may therefore contain asbestos or naturally-occurring radioactive material ("NORM"). PURCHASER expressly understands that NORM may have affixed or attached itself on or to the inside of the Property as scale or in other forms. PURCHASER also expressly understands that special procedures may be required for the removal and disposal of asbestos and NORM from the Property. PURCHASER assumes all liability for the removal and disposal of any and all such asbestos and NORM material on or inside the Property, and agrees to release, indemnify and hold SELLER harmless from and against any costs, expenses or liabilities associated with such activities and the presence of such material including, but not limited to, all third-party claims.. PURCHASER further acknowledges that the Property described in Schedule A may have been used in connection with the transportation of, or the storage of petroleum products and it is possible that any part or all of this Property may house flammable vapors and PURCHASER will handle the Property with the requisite caution. PURCHASER further agrees it will not sell or use the Property for food, drinking water or beverage storage, or for livestock, soil, plant or vegetable watering or spraying.

7. PURCHASER HEREBY COVENANTS AND AGREES TO PROTECT, DEFEND AND INDEMNIFY AND HOLD HARMLESS SELLER, SELLER'S AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY LOSS, DAMAGE, DEMAND, CLAIM, SUIT OR OTHER LIABILITY, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION, BECAUSE OF BODILY INJURY INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, DAMAGES TO ALL PROPERTY, INCLUDING LOSS OF USE THEREOF AND

DOWNTIME, WHICH DIRECTLY OR INDIRECTLY ARISES OUT OF PURCHASER'S POSSESSION, HANDLING, USE OR SALE OF THE PROPERTY OR ANY PART THEREOF, AND ANY POLLUTION OR CONTAMINATION OR A RELEASE, OF ANY HAZARDOUS MATERIAL OCCASIONED BY, INCIDENT TO, OR ARISING OUT OF, OR IN CONNECTION WITH THE PURCHASE, REMOVAL, TRANSPORT, USE, POSSESSION OR SALE OF GOODS WITHOUT REGARD TO THE CAUSE OF SUCH INJURY, DAMAGE OR RELEASE, AND WITHOUT REGARD TO WHETHER SUCH INJURY, DAMAGE, OR RELEASE IS ATTRIBUTABLE IN WHOLE OR IN PART TO THE FAULT OR NEGLIGENCE OF SELLER, SELLER'S AFFILIATED COMPANIES OR THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS. PURCHASER'S OBLIGATION TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND OTHER PARTIES TO THE FOREGOING EXTENT SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF THE EXISTENCE OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF SUCH PARTY, ACTIVE OR PASSIVE, CONCURRENT OR NONCONCURRENT WITH THAT OF PURCHASER, PURCHASER'S DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, OR ANY OTHER PERSON.

8. In no event shall SELLER be liable for incidental, special or consequential damages regardless as to how such damages occurred. In no event shall SELLER's liability hereunder exceed the purchase price.

9. This Bill of Sale embodies the entire agreement between SELLER and PURCHASER relating to the subject matter hereof and supersedes all prior agreements, oral and written, express or implied, between the parties regarding the subject matter of this Bill of Sale. This Bill of Sale cannot be modified, discharged or terminated orally but only by an instrument in writing signed by the party against whom enforcement is sought.

10. If any term, provision, covenant or condition of this Bill of Sale is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be effected, impaired or invalidated.

11. PURCHASER agrees to comply fully with the following:

    a. PURCHASER shall comply with all applicable U.S. export control laws and regulations pertaining to exports, re-exports and other activities performed pursuant to this Bill of Sale. Purchaser certifies the Property described in Schedule A will / will not (chose one) be exported from the United States.
    b. PURCHASER shall disclose to SELLER whether, to the best of its knowledge, PURCHASER or its owners or officers are, or have been, the

subject of a U.S. Government investigation or convicted for violations of U.S. export, re-export or transactions controls, laws and regulations.

c. (This section intentionally left blank.)

d. If PURCHASER or its subcontractor(s) is required under this Bill of Sale to export commodities, technology, software, and/or services from the U.S. or re-export them from another country of intermediate destination and/or ultimate destination, PURCHASER or its subcontractor(s) shall apply for and obtain all required export licenses, permits and/or authorizations from the U.S. Government, except to the extent that such documents required by U.S. law are required to be obtained by SELLER.

e. Upon request by SELLER, PURCHASER shall i) provide detailed information and/or audit access to PURCHASER's information regarding transactions which are subject of this provision; and ii) provide to SELLER a copy of all U.S. export or re-export licenses for commodities, technology, software and/or services requiring export licenses.

12. Should PURCHASER, its principals, including but not limited to its shareholders, members and owners ("Principals"), or its directors be placed on any prohibited parties list established under U.S. laws or regulations, including but not limited to those referred to in Executive Order 13224 ("Prohibited Parties List"), or should PURCHASER, its Principals or directors, contrary to U.S. laws or regulations, employ or do business, directly or indirectly, with a party appearing on any Prohibited Parties List, SELLER shall have the right hereunder to terminate the Bill of Sale immediately upon written notice without any further obligation to PURCHASER. With respect to final delivery that may otherwise have been required, SELLER shall have the right to take any and all steps necessary to comply with any applicable laws or regulations, including, but not limited to, turning over such goods or payment to the applicable agency with jurisdiction, if required by such laws or regulations.

13. PURCHASER shall issue payment to SELLER at the time of execution of the Bill of Sale by Certified or Cashier's Check made payable to Company unless otherwise agreed to in writing by the parties.

14. SELLER and PURCHASER agree that this Bill of Sale shall not be governed by the Texas Deceptive Trade Practices Act ("DTPA") or any other consumer protection act.

15. PURCHASER agrees to comply with SELLER's Health, Environment, and Safety Policies while on-site at SELLER's location. PURCHASER shall ensure that PURCHASER's employees and representatives are provided with all safety equipment required by local, state, federal or OSHA regulations or guidelines (including, but not limited to, steel-toe safety shoes, hard hats, safety glasses with side shields, and hearing protection).

16. **THIS BILL OF SALE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ANY CHOICE OF LAW RULES WHICH WOULD REFER THE MATTER TO THE LAWS OF ANOTHER JURISDICTION.**

IN WITNESS WHEREOF, PURCHASER and SELLER have executed this Bill of Sale as of the last date written below.

SELLER: **MARATHON OIL COMPANY**	**PURCHASER:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE A - BILL OF SALE
GOODS SOLD

QTY	UNIT OF MEASURE	EQUIPMENT MAKE (optional)	EQUIPMENT MODEL (optional)	EQUIPMENT DESCRIPTION	EQUIPMENT IDENTIFICATION NUMBER (optional)	PRICE PER UNIT SOLD

TOTAL PRICE: $_____USD