

Sale Agreement - Bill of Sale - Lot

**Seller**

Bechtel Corp
3000 Post Oak Boulevard
Houston, US-TX 77056
US

Buyer

Property / Exhibit A

Lot Number	Description	Location	Price ()
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Pick up Date**Return To**

support@networkintl.com

Effective Date In witness...

Seller Bechtel Corp

By:
Printed Name:
Title:
Date:

Option for Notary and/or Witness

Buyer

By:
Printed Name:
Title:
Date:



Seller Terms and Conditions

BILL OF SALE AND AGREEMENT

For valuable consideration, the receipt and sufficiency of which is acknowledged, BECHTEL OIL GAS AND CHEMICALS, INC. ("Seller") hereby bargains, sells, transfers and delivers to whose address is _____ ("Buyer"), subject to the following terms and conditions, all of Seller's right, title, and interest in and to the personal property and equipment described in Exhibit A attached hereto and made a part hereof.



1.(A) THIS SALE IS MADE ON AN "AS IS, WHERE IS" BASIS; (B) NO WARRANTIES BY SELLER, EXPRESS OR IMPLIED, ARE CONTAINED HEREIN, EXCEPT THAT SELLER OWNS SUCH ITEMS AND/OR HAS THE LEGAL RIGHT TO SELL SUCH ITEMS TO BUYER; (C) NO WARRANTY OR GUARANTY OF ANY KIND IS MADE BY SELLER AS TO THE FITNESS OF ANY SUCH ITEMS FOR ANY PURPOSE WHATSOEVER; AND (D) BUYER HEREBY WAIVES ANY AND ALL WARRANTIES PROVIDED BY STATE LAW, INCLUDING ALL WARRANTIES AGAINST VICES OR DEFECTS OR FITNESS FOR ANY PARTICULAR PURPOSE.

2. Buyer has inspected all items listed on Exhibit A hereto. Buyer understands and agrees that such items are unused surplus, second hand or used items and that Seller is neither a manufacturer of such items nor a merchant in the business of selling such items. Buyer is familiar with the use, handling, dismantling, transporting, buying, selling and otherwise disposing of such items. This sale is contingent upon Buyer performing, at its sole cost, risk and expense, the dismantling, handling, transporting and/or disposal of the items described on Exhibit A hereto.

3. Buyer assumes all risk and liability in connection with the purchase, use, dismantling, transporting, handling, resale or other disposition of the items described on Exhibit A hereto. **BUYER HEREBY AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES) TO ANY AND ALL PERSONS OF ANY TYPE OR CHARACTER, CORPORATE OR OTHERWISE (INCLUDING THE EMPLOYEES OR CONTRACTORS OF BUYER), FOR INJURIES, ILLNESS, SICKNESS, OR DEATH, AND FOR PROPERTY DAMAGES CAUSED BY ANY ITEM DESCRIBED IN EXHIBIT A HERETO FROM AND AFTER DELIVERY THEREOF TO BUYER BY SELLER, OR WHICH IS CAUSED BY THE DISMANTLING, REMOVAL OR SALVAGE OF SUCH ITEMS OR BY ANY WORK PERFORMED BY OR ON BEHALF OF BUYER, AS REFERRED IN PARAGRAPHS 4, 5 AND 6 BELOW.** Delivery of the items described on Exhibit A to Buyer shall occur upon the time and date Buyer enters upon Seller's property to begin the dismantling process, or the transporting, or handling of such items.

4. If this sale is contingent upon Buyer's performing dismantling, salvage or other work on property owned or controlled by Seller or by others, Buyer shall insure each of its employees engaged upon the work, and shall strictly comply with each and every statute applicable thereto with respect to Workman's Compensation or Employer's Liability insurance and shall furnish to Seller written certificates from insurance carriers or from appropriate governmental authorities establishing that said insurance has been procured and is being properly maintained, and that the premiums therefor have been paid, and specifying the names of the insurers and the respective policy numbers and expiration dates.

5. If this sale is contingent upon Buyer's performing dismantling, salvage or other work on property owned or controlled by Seller or by others, Buyer agrees to remove diligently all debris, along with Buyer's tools, equipment, materials, etc., from Seller's property upon completion of said work and Buyer shall leave the premises neat and orderly when the Buyer's work is completed. In the event Buyer has not, in the opinion of Seller, complied with the provisions hereof, Seller may complete the removal of all items sold and restore Seller's premises in a neat and orderly manner at the sole expense of Buyer. Buyer agrees to reimburse Seller promptly upon receipt of an invoice for the costs thereof.

6. Buyer acknowledges that the equipment or property which is subject to this sale is related to, or has been used, in oilfield operations and/or services and may be subject to the occurrence of NORM ("naturally occurring radioactive materials"). Buyer agrees that such equipment shall be tested for NORM prior to disposal or use where restrictions on handling and disposal of NORM-containing equipment and materials apply.

7. Buyer shall be responsible to Seller for compliance by Buyer's employees and contractors, when on Seller's premises, with all health, safety and environmental ("HSE") rules and regulations imposed by Seller upon its own employees and contractors. Buyer acknowledges that a violation of Seller's HSE rules shall trigger the indemnities set forth in paragraph 3 above.

8. Buyer shall, at its own cost and expense, be responsible for the handling, clean up and lawful disposal of any fluids encountered by Buyer in the dismantling, removal, transportation, and/or disposal of the items described in Exhibit A hereto whether or not the presence of such fluids was known by Seller. Buyer shall promptly report any spills of such fluids to Seller's representative, Mr. Steve Norsworthy, at Phone: 1-337-569-4408 or Mobile phone: +1 (228) 623-2135. Clean-up of spills caused by Buyer which occur on Seller's premises shall be performed by Buyer to Seller's satisfaction. In the event Buyer has not, in the opinion of Seller, performed the clean-up satisfactorily, Seller may clean-up the location or hire an independent contractor to complete the restoration of Seller's premises at the sole expense of Buyer. Buyer agrees to reimburse Seller promptly upon receipt of an invoice for the costs thereof.

9. Buyer beware of the potential of asbestos. All removal or remediation is at Buyer's sole expense and responsibility for proper disposal due to the "As is, Where is" sales transaction. Unless Seller has conducted an asbestos survey of the equipment and attached same as an Exhibit hereto or indicated such presence on Exhibit A, Seller is unaware whether such equipment and materials contain asbestos. Buyer shall use care in dismantling any equipment on the site and shall take all reasonable and necessary precautions to persons and property, including its employees and contractors, to ensure that any asbestos contained in such items is properly and lawfully handled in the dismantling, removal and transportation of such items. Buyer shall be responsible for, at its sole cost, risk and expense, the safe and lawful removal and disposal of asbestos contained in the items described in Exhibit A hereto.

10. This Agreement, together with its Exhibit A, constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, understandings and agreements (verbal or otherwise) between the parties and constitutes the entire understanding and agreement between the parties relative to the sale of said equipment and/or materials. The parties agree that each and every term and provision is conspicuous and the meaning clearly known to them at the time of execution.


11. No waiver of or exception to or modification of any of the terms, conditions or provisions contained in this agreement shall be valid unless

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agreed to in writing by Seller.

12. Buyer may be required to sign a standard Denbury Onshore LLC Master Service Agreement ("MSA") if one is not already on file. Buyer must meet the minimum insurance requirements of the MSA if work is performed in the act of removal of personal property and equipment from Seller's property or premises. In the event of a conflict between the terms and provisions of this Agreement and the MSA, the terms of this Agreement shall control and prevail.

13. 12. The substantive laws of the State of  shall apply to this Agreement for all matters pertaining hereto, including but not limited to interpretation and performance, excluding any conflicts of laws principles that would direct the substantive law of another jurisdiction to apply. (Blank to be filled in with State where Sale of equipment occurs)

14. 13. This Bill of Sale and Agreement shall be effective for all purposes as of , 200__.

"Seller"

"Buyer"

COMPANY NAME

By: _____

By: _____

Name:

Name:

Title:

Title: