

Bill of Sale

This Bill of Sale is entered into [as of/on] [DATE]¹ by [SELLER NAME]², a [STATE OF ORGANIZATION] ("**Seller**"), in favor of [BUYER NAME], a [STATE OF ORGANIZATION] ("**Buyer**"). [This Bill of Sale is made pursuant to the Master Services Agreement entered into between Kinder Morgan Contracting Services LLC and Seller with an effective date of _____³ (the "**Agreement**".)] This Bill of Sale is dated [DATE]⁴ by and between Seller and Buyer, to transfer the Goods, as fully defined herein. [Any capitalized terms used but not defined in this Bill of Sale, if any, have the meaning set forth in the Agreement.]⁵

1. Conveyance. For good and valuable consideration [in the amount of \$[PAYMENT AMOUNT]] 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 goods listed in Exhibit A attached to and made a part of this Agreement ("**Goods**").

2. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT.

3. Further Assurances. Seller for itself, 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, its successors and assigns, title to the assets sold, conveyed, and transferred by this Bill of Sale.

4. Governing Law. . Any legal action arising out of or relating to a dispute shall be exclusively brought in the Eleventh Business Court Division of the State of Texas, Harris County (the "Business Court"), if the dispute meets the jurisdictional requirements of such Business Court and the Business Court is then accepting new case filings. If the Dispute does not meet the

¹ All language surrounded by brackets should be replaced with the actual information in the bracket; for instance [Date] should be replace with the date the Bill of Sale is signed.

² Insert the name of the KM entity selling the property.

³ Insert the date that the MSA was signed

⁴ Please insert the same date specified in footnote 1

⁵ This sentence is to be included only when there is an underlying MSA for the Services component of the work.

jurisdictional requirements of such Business Court or the Business Court is not then accepting new case filings, then the dispute shall be exclusively brought, filed and maintained in the federal or state courts located in Houston, Harris County, Texas. COMPANY and BUYER each submits to the exclusive jurisdiction of said courts and waives the right to change venue. The prevailing party in such dispute shall be entitled to recover its attorney's fees and court costs from the other Party. EACH PARTY HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS ARISING OUT OF, CONNECTED WITH OR RELATING IN ANY WAY TO THIS AGREEMENT OR TO THE TRANSACTIONS CONTEMPLATED HEREBY The prevailing party in such litigation shall be entitled to recover its attorney's fees and court costs from the other party.

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 Goods, 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.]

6. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

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

[SELLER NAME]

[Witness

By _____

By _____

Name:

Name:

Title:

Title:

Date:

Date:]

[[BUYER NAME]

[Witness

By _____

By _____

Name:

Name:

Title:

Title:

Date:]

Date:]

EXHIBIT A
[DESCRIPTION OF GOODS]