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This Bill of Sale is entered into this ___ day of ___ 20XX_. For valuable consideration received, Flint Hills Resources Pine Bend, LLC (“FHR”), having a place of business at 12555 Clark Rd, Rosemount, MN 55068, **does hereby sell, transfer and assign** to ___ Buyer”), having a place of business at _____, all of FHR’s right, title, and interest in and to following described items of personal property (such items are currently located at Flint Hill’s Resources facility [the “Facility”]):

(such items of personal property shall be referred to hereinafter as the “Property.”)

The following are excepted from this Bill of Sale- All logos, emblems, signs, trademarks, trade names, and service marks that are the property of FHR.

1. The purchase price for the Property is \$enter sales Price_, payable upon the execution of this Bill of Sale. Buyer (or its contractor) will load the Property on to the Buyer-arranged truck at the Facility, and title to the Property and the risk of loss thereto will pass to Buyer upon completion of such loading (Buyer or its carrier will be responsible for properly securing the Property after such loading). The price stated above does not include sales tax; if sales tax is applicable to this transaction, Buyer shall be responsible for such tax (FHR and Buyer will reasonably cooperate in determining any applicable sales tax procedures, including billings and using any applicable sales tax exemptions). Buyer shall remove the Property from the Facility (at times and in manners acceptable to FHR) without delay following the delivery and acceptance of this Bill of Sale.

2. BUYER ACCEPTS THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS OR DEFECTS, BOTH PATENT AND LATENT, AND WITH NO WARRANTIES OF TITLE OR CONDITION. BUYER HEREBY RELEASES INDEMNITEES (as defined below) FROM ANY AND ALL LIABILITY FOR LATENT OR PATENT FAULTS OR DEFECTS IN, OR RELATED TO, TO PROPERTY, REGARDLESS OF HOW SUCH FAULTS OR DEFECTS WERE CAUSED OR CREATED (BY INDEMNITEES’ NEGLIGENCE, ACTIONS, OMISSIONS, OR OTHERWISE). NOTWITHSTANDING THE FOREGOING, FHR WARRANTS GOOD AND MARKETABLE TITLE TO THE PROPERTY CONVEYED HEREUNDER, BUT FHR’S LIABILITY UNDER THIS WARRANTY WILL BE LIMITED TO THE AMOUNT OF THE TOTAL PURCHASE PRICE PAID FOR THE PROPERTY HEREUNDER.

3. Buyer acknowledges that Buyer has purchased the Property without relying upon any representations by FHR concerning the condition of the Property; rather, Buyer has relied solely upon Buyer's independent investigation to determine the condition of the Property. Buyer represents and warrants that it is familiar with all applicable laws, regulations, or other governmental requirements pertaining to the use or operation of the Property and possible residues contained therein, and further represents and warrants that Buyer shall comply with all such laws, regulations, and governmental requirements.

4. Buyer recognizes and acknowledges that:

- The Property is in “used” condition;
- The Property has been used for the handling of crude oil, hydrocarbons and/or hazardous materials or substances, and may contain such substances and related residues or vapors; and
 - **Some or all of the Property may contain asbestos-containing materials.**
 - **Some or all of the Property may contain lead-based paint.**

5. INDEMNITY. As used herein, the term “Indemnites” shall mean FHR and its affiliates, and their officers and employees. As used herein, the term “Liabilities” shall mean liabilities, claims, strict liability claims, losses, demands, damages, punitive damages, penalties, expenses (including but not limited to reasonable attorneys’ fees), costs, and causes of action.

Buyer AGREES TO INDEMNIFY, DEFEND, AND HOLD Indemnitees harmless from and against all Liabilities for or relating to personal injury or death, compliance with applicable laws, and/or loss or damage to property or the environment, arising from or incident to:

(i.) Buyer's (or its contractors') inspection of the Property and/or the removal of the Property from the Facility, regardless of how such Liabilities are caused (by Indemnitees' negligence or otherwise), but excluding Liabilities to the extent caused by Indemnitees' sole (100%) negligence that does not relate to the pre-existing physical condition of the Facility or the Property; and/or

(ii.) the ownership, use, or operation of the Property by Buyer or any third party after the time of the sale hereunder, regardless of whether Indemnitees' pre-sale negligence, actions, or omissions caused or contributed to the Liabilities.

6. (a.) If any license or consent of any government or other authority is required for the acquisition, carriage or use of the Property by Buyer, Buyer will obtain the same at its own expense and if necessary produce evidence of the same to FHR on demand. Failure so to do will not entitle Buyer to withhold or delay payment of the purchase price. Any additional expenses or charges incurred by FHR resulting from such failure will be for Buyer's account.

(b.) As relating to the Property, Buyer agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the Department of State. Specifically, Buyer covenants that it shall not (directly or indirectly) sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from FHR under this Bill of Sale to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Buyer agrees to indemnify, to the fullest extent permitted by law, FHR from and against any fines or penalties that may arise as a result of Buyer's breach of this provision. This clause shall survive termination or cancellation of this Bill of Sale. Upon FHR's request, Buyer will provide Seller with appropriate documentation to verify the final destination of any items delivered hereunder.

(c.) Notwithstanding any other provision of this Bill of Sale, no party shall be required to take or refrain from taking any action inconsistent with or penalized under the laws of the United States or any applicable foreign jurisdiction, including without limitation the antiboycott laws administered by the U.S. Commerce and Treasury Departments..

TO HAVE AND TO HOLD the Property unto Buyer, its successors and assigns, pursuant to the terms of this Bill of Sale.

Executed on _____, 20____ by:

Executed on _____, 20____ by:

"FHR" (as defined above)

(BUYER NAME)

By: _____

By: _____

Printed Name: Jay Brown

Printed Name: _____

Title: Procurement Director – COE¹

Title: _____

¹ Authority granted per the Surplus asset/donation authorization form

.Sale:

Invoice #:

CERTIFICATION

Re: Assumption of Responsibility for Export Licensing Determinations and Requirements Pursuant to the U.S. Export Administration Regulations

All Assets sold by or through Liquidity Services, Inc. ("Liquidity Services") or through a Liquidity Services marketplace for export or re-export, will be exported as a "Routed Export Transaction" pursuant to 15 CFR § 758.3(b). As a general rule, Liquidity Services will treat all sales to buyers with addresses outside country where the assets are located as an export. This Certification relates to all future sales to Buyer, unless Buyer gives written notice to rescind.

1. Buyer acknowledges that all transactions with Seller are subject to U.S. law, including sanctions and export control laws and regulations. Buyer further represents and warrants that this transaction, and all subsequent transactions related to the purchased Asset(s) will comply with U.S. law, as well as the law of any other applicable jurisdiction, including sanctions and export control laws and regulations.
2. Buyer warrants and represents that it is familiar with the requirements of U.S. export control regulations regarding the export, transfer, or re-export of Assets purchased from Seller; including the EAR and the OFAC Regulations.

Buyer further understands that under the Office of Foreign Assets Control (OFAC) regulations, transactions related to the petroleum industries, or other activities, in sanctioned countries, as well as transactions with the governments, or entities owned or controlled by the governments of sanctioned countries, may be prohibited. At the current time, sanctioned countries include: Cuba, Iran, North Korea, Sudan, and Syria. An updated list and further details regarding OFAC sanctions may be viewed at: <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

3. Buyer also understands that certain assets may be restricted for export or re-export to certain destinations or for certain end-users, or end-uses, by the U.S. Department of Commerce. Further details regarding these restrictions may be found at <http://www.bis.doc.gov/> Finally, Buyer understands that transactions with individuals or entities on the U.S. Specially Designated Nationals (SDN) list, or other restricted party lists, including restricted party lists of other countries, (Collectively, "Restricted Party Lists or 'RPL'") may also be prohibited.
4. Buyer represents and warrants that it is not a Restricted Party, nor is Buyer owned or controlled by, or acting on behalf of, a Restricted Party or the government of a sanctioned country.

I represent and warrant that I am authorized to make this certification on behalf of Buyer.
ACCEPTED AND AGREED:

(Buyer Signature)

(Date)

Print name:

Title: