

ACKNOWLEDGMENT AND BILL OF SALE

HollyFrontier Asphalt Company LLC, a Delaware limited liability company ("***Seller***"), in consideration of the sum of **Ten Dollars (\$10.00)** and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby quitclaims, relinquishes, assigns and conveys unto the following named buyer ("***Buyer***"):

_____, a(n) _____ (insert type of entity and state of organization, or "individual")

all of its right, title and interest in and to the following described item of personal property (the "***Personal Property***"): (insert detailed description of Personal Property including, if applicable, make, model, VIN or serial number)

By signing below, Buyer acknowledges and agrees that it/he/she has inspected the Personal Property and has determined to Buyer's satisfaction that the Personal Property is in a condition acceptable to Buyer and acknowledges its/his/her receipt of delivery and possession of the Personal Property. Buyer agrees that upon its signing of this document and taking of possession of the Personal Property that it has sole risk of loss with respect to the Personal Property for any and all reasons. BUYER ACKNOWLEDGES AND AGREES THAT THE PURCHASE AND SALE OF THE PERSONAL PROPERTY IS "AS-IS" AND "WHERE-IS" WITH ALL FAULTS IN ALL RESPECTS; NEITHER SELLER NOR ANY OF ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES HAS MADE OR MAKES ANY WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PERSONAL PROPERTY, OR ANY OTHER MATTER IN ANY WAY RELATED TO THE PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO ITS MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSES, PHYSICAL OR ENVIRONMENTAL CONDITION, SAFETY, UTILITY, OR ANY OTHER MATTER RELATED TO THE PERSONAL PROPERTY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. BUYER ACKNOWLEDGES AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF THE USE OF THE PERSONAL PROPERTY OR ANY DEFECT OR DEFICIENCY IN THE PERSONAL PROPERTY AND THAT SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PERSONAL PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, OR SERVANT OF SELLER OR ANY OTHER PERSON. BUYER HEREBY ASSUMES ALL RISKS ASSOCIATED WITH OWNERSHIP OR USE OF THE PERSONAL PROPERTY AND ANY DEFECTS WITH RESPECT THERETO OR ASSOCIATED THEREWITH OF ANY TYPE OR NATURE WHATSOEVER.

This Agreement shall be read, interpreted and construed as the mutual agreement of the parties and shall be governed, in all respects, by the laws of the State of Texas, without regard to its conflicts of laws principles. Unless otherwise required by applicable laws, Buyer hereby agrees that any action arising out of this document or in connection with the purchase of the Personal Property by Buyer between Seller and Buyer shall be commenced and maintained exclusively in the state or federal courts located in Dallas, Texas; and Buyer consents to the personal jurisdiction such courts and waives any objection to the forum on the grounds of venue, forum non-conveniens, or any similar ground. BUYER HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, Seller and Buyer have executed this Acknowledgment and Bill of Sale as of the dates set forth below.

“Seller”

“Buyer”

HollyFrontier Asphalt Company LLC

By: _____

By: _____

Its: _____

Its: _____