

## BILL OF SALE

This Bill of Sale is entered into this \_\_\_ day of \_\_\_\_\_ 2025. For valuable consideration received, Venture Global Operations Support, LLC, a Delaware limited liability company (“Seller”), having a place of business at 1001 19<sup>th</sup> Street North, Suite 1500, Arlington, VA 22209, **does hereby sell, transfer and assign** to: \_\_\_\_\_, a \_\_\_\_\_ [NTD: Please provide legal entity name, entity type and state of formation] (“Buyer”), having a place of business at \_\_\_\_\_, all of Seller’s right, title, and interest in and to the items of personal property as set forth on Exhibit A, attached hereto and incorporated herein, which in each case are used or surplus assets that are obsolete, superfluous or replaced assets or that are not necessary for the construction or operation of its facility (the “Goods”).

1. The purchase price for the Goods is \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The transfer of title to the Goods hereunder shall be effective upon the delivery and acceptance of this Bill of Sale and the completion of payment of the purchase price. Risk of loss for the Goods shall pass to Buyer at such time. The price stated above does not include sales tax; if sales tax is applicable to this transaction, Buyer shall be responsible for the payment of such tax.
2. Payment of the purchase price shall be made via wire transfer to the account indicated in the invoice for the Goods within the time period set forth in such invoice.
3. Buyer agrees to comply with the removal instructions set forth in the online auction listing for the Goods. Buyer shall be required to obtain suitable general liability insurance, automotive liability insurance and workers’ compensation coverage, and certificates of insurance evidencing such insurance coverage shall be furnished to Seller or his/her representative prior to entering Seller’s or third party’s property for pick up, loading and/or removal of the Goods. Buyer shall comply with Seller’s or third party’s safety and security rules. Buyer shall indemnify and save Seller and its employees harmless against any and all liabilities, claims, losses, damages, cost and expenses (including cost of defense, settlement and reasonable attorney’s fees) whatsoever arising from the possession, handling, or use by Buyer or by others of the Goods, including personal injury or death.
4. **EXCEPT FOR THE WARRANTY OF TITLE, SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. BUYER SHALL ACCEPT THE GOODS IN ITS "AS-IS, WHERE-IS" CONDITION, WITH ALL FAULTS OR DEFECTS, BOTH PATENT AND LATENT. BUYER HEREBY RELEASES SELLER FROM ANY AND ALL LIABILITY FOR LATENT OR PATENT FAULTS OR DEFECTS IN, OR RELATED TO, TO THE GOODS, REGARDLESS OF HOW SUCH FAULTS OR DEFECTS WERE CAUSED OR CREATED (BY SELLER’S NEGLIGENCE, ACTIONS, OMISSIONS, OR OTHERWISE).**
5. Buyer acknowledges that Buyer has purchased the Goods without relying upon any representations by Seller concerning the condition of the Goods;, and acknowledges that it has

made, or has been given an adequate opportunity to make, its own independent inspection and investigation to determine the condition of the Goods.

6. This Bill of Sale constitutes the entire agreement between the parties, and the terms and conditions herein shall survive the closing of the transaction. This Bill of Sale shall be governed by the law of the State of New York. Notwithstanding the foregoing, neither Seller nor Buyer shall be liable under this Bill of Sale for any special, punitive, incidental, indirect or consequential damages.
7. This Bill of Sale may be executed via electronic means and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

SELLER

BUYER

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

***[NTD: Please include description and location of the Goods]***