

BILL OF SALE No. [Insert number] – COVER PAGE

This **BILL OF SALE** (together with the incorporated terms and conditions, “**Bill of Sale**”) dated as of [Insert Effective Date as Day Month Year] (“**Effective Date**”) is between **CHEVRON NEW ENERGIES, A DIVISION OF CHEVRON U.S.A. INC.**, a company formed under the laws of the Pennsylvania with its principal place of business at 5001 Executive Parkway, Suite 200, San Ramon CA 94583, United States (“**Company**” or “**Chevron**”) (“**Chevron**” or “**Seller**”) and [INSERT BUYER NAME], a [Insert Type of Legal Entity for Buyer], with offices at [Insert Address for Buyer] (“**Buyer**”).

SELLER		BUYER	
Name:	[Insert Seller Rep]	Name:	[Insert Buyer Rep]
Telephone:	[Insert Tel No. - Seller Rep]	Telephone:	[Insert Tel No. - Buyer Rep]
Email for Notices:	[Insert Seller Notices Email]	Email for Notices:	[Insert Buyer Notices Email]
Facsimile for Notices:	[Insert Seller Notices Email]	Facsimile for Notices:	[Insert Buyer Notices Email]
Address for Notices:	[Insert Seller Notices Address]	Address for Notices:	[Insert Buyer Notices Address]
ECCN (if applicable): [Insert ECCN No.]		Income Tax ID (if applicable): [Insert Buyer Tax ID No.]	
CCATS (if applicable): [Insert CCATS No.]		Transaction Tax ID (if applicable): [Insert Transaction Tax ID No.]	
		Country/State of Incorporation: [Insert Information]	
TERMS			
Description of Property	Quantity	Unit Price	Amount
For convenience, the following is a summary of the description of the Property subject to this Bill or Sale (note: this description, including any specifications, or the location for the delivery of the Property, does not take precedence over the Description of the Property that is provided in Error: Reference source not found.) [Insert Description of Property]			Sub-Total
Transaction Tax [If applicable, including jurisdiction, tax rate]			[Add amount of Transaction Tax]
			Total Price
Delivery Terms: Ex-Works (Incoterms 2010) [DRAFTING NOTE: FOR OTHER DELIVERY TERMS CONSULT WITH IMPORT/EXPORT SME AND TAX SME.] Delivery Point: [Insert Chevron Facility/work location Information] [Buyer handles any packing and all handling charges at pick up point.] Delivery Date or period: [Insert Date or Period]			
Payment Information: Currency: [Insert Currency for payment . If more than one currency, describe that agreement.] Payment Date: [Insert Payment Date as Day Month Year] Method of Payment: Buyer shall pay by one of the following means:			
Check: [Insert Seller Address for payment of invoices. If this is not applicable, insert "Does not apply."]	Electronic Fund Transfer	[Insert Seller's Bank Name or "Does not apply."]	
	Bank Name:		
	Address: [If not applicable, add "Does not apply."]	[Insert Bank Street Address] [Insert Bank Additional Address Information] [Insert Bank City, State, Zip Code] [Insert Bank Country]	
	Banking Code:	[Insert Banking Code (Routing) or "Does not apply."]	
	Account No.:	[Insert Seller's Account No. or "Does not apply."]	
	Account Name:	[Insert Seller's Name on Bank Account or "Does not apply."]	

Capitalized terms used in this Bill of Sale have the meaning assigned to them in this cover page and the attached Terms. All provisions in this Bill of Sale including the Terms, and the exhibit(s) listed below, which are incorporated by reference, apply to the sale and purchase of the Property. **The Sale is FINAL. Property is sold “AS IS” and “WHERE IS.”**

List of Exhibits: Error: Reference source not found [Add other Exhibits, if applicable]

IMPORTANT NOTICE: THIS BILL OF SALE CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES EXPRESSING THE PARTIES AGREEMENT CONCERNING CLAIMS ARISING OUT OF THIS BILL OF SALE. The Parties execute this Bill of Sale as evidenced by the following signatures of authorized representatives of the Parties:

AGREED AND ACCEPTED SELLER: CHEVRON CANADA LIMITED		AGREED AND ACCEPTED BUYER: [INSERT BUYER NAME]	
Signature: Date: [Insert Date]		Signature: Date: [Insert Date]	
Name:	[Insert Authorized Name - Seller]	Name:	[Insert Authorized Name - Buyer]
Title:	[Insert Authorized Title - Seller]	Title:	[Insert Authorized Title - Buyer]

BILL OF SALE No. [Insert number] TERMS AND CONDITIONS

NOTICE: THE FOLLOWING TERMS AND CONDITIONS CONTAIN RELEASE, INDEMNIFICATION, AND WAIVER PROVISIONS.

These terms and conditions (“**Terms**”) are incorporated by reference into the Bill of Sale No. [Insert Number] between Seller and Buyer. If a conflict exists between these Terms and any other part of this Bill of Sale, these Terms will prevail.

A. DEFINITIONS. in addition to the terms defined elsewhere in this Bill of Sale, these capitalized words or expressions have the following meanings as used in this Bill of Sale:

“**Affiliate**” means any entity which, directly or indirectly, controls or is under control with another legal entity.

“**Buyer Group**” means Buyer, Buyer’s Affiliates, contractors and suppliers of any tier, and shareholders, directors, officers, employees, and other personnel of all of them, and any person acting on their behalf.

“**Claim**” means any claim, liability, loss, demand, damage, cost, lien, cause of action of any kind, obligation, requirement, clean-up costs, penalty, fine, judgment, interest, and award, including damage, liability, and investigation and cleanup costs related to Hazardous Materials, whether arising by law, contract, tort (including negligence), voluntary settlement or in any other manner.

“**Hazardous Material**” means any chemical substance, product, waste, or other material which is, or becomes identified, listed, published, regulated, or defined as, or which shows the characteristics of, a hazardous substance, hazardous waste, hazardous material, toxic substance or other regulatory term, including oil and associated waste or by-products and components, petroleum hydrocarbons and associated waste or by-products and components, produced water, polychlorinated biphenyls, naturally occurring radioactive materials, and asbestos, or which is otherwise regulated or restricted under any applicable law or by any governmental entity, or which may otherwise cause, contribute to, or result in an adverse impact to the environment or an environmental obligation.

“**Property**” means the personal property identified in the cover page of this Bill of Sale [*and Exhibit A – Property Description*].

“**Seller Group**” means Seller, its Affiliates, its joint venture partners and the shareholders, directors, officers, and employees, and other personnel of all of them, and any person acting on their behalf.

B. SALE AND PURCHASE; PURCHASE PRICE AND PAYMENT.

Sale and Purchase. Seller agrees to sell, transfer, convey, grant, and assign to Buyer, and Buyer agrees to purchase, accept, receive and pay for, all Seller’s right, title, interest, liability, and risk in and related to the Property (including maintenance, removal, and disposal of the Property), without warranty of any kind express or implied including any implied warranties of merchantability or fitness for a particular purpose, in accordance with this Bill of Sale. Sale of the Property is final; no returns are permitted. All intellectual property rights or any good will associated with the Property are owned by seller. Title and risk of loss pass to Buyer at the Ex-Works Delivery Point in accordance with the International Commercial Terms published by the International Chamber of Commerce (“**Incoterms**”) 2010.

Purchase Price and Payment. Buyer shall pay to Seller or its designee on [Insert Date] the amount of CAD\$[Insert Purchase Price] plus any applicable taxes pursuant to Section TAXES. Seller will be responsible for any income taxes on the sale of the Property. If applicable, Seller will appropriately invoice and Buyer shall pay in addition to the agreed sales price any sales/use tax, value added tax, goods and services tax or any similar taxes. Seller will not reimburse or otherwise be responsible for any other taxes, including withholding taxes. Buyer shall maintain records sufficient to substantiate these taxes and import and export charges for so long as the longest applicable statute of limitations remains open with respect to such matters. Buyer shall provide these records at Seller’s request and in the format requested by Seller. as consideration for the sale of the Property. Buyer shall make all payments under this Bill of Sale to Seller in the currency as provided in the cover page of this Bill of Sale.

C. BUYER ACKNOWLEDGEMENTS. Buyer acknowledges and agrees to all of the following:

Buyer has received sufficient information concerning the Property, the Property is sufficiently described in this Bill of Sale, and Buyer has been given the opportunity to inspect and test the Property, including the physical and environmental condition of the Property.

The Property may have been used for and in connection with oil, gas, or water production, transportation, treatment, storage, disposal, or other related operations, including, possibly, the storage or disposal of produced water or waste materials incidental to or occurring in connection with such operations and may contain Hazardous Materials or other substances, pollutants or contaminants arising from or relating to these operations.

Buyer assumes the risk of adverse physical conditions, whether discovered, discoverable, hidden, known or unknown to buyer as of the date of this Bill of Sale.

Buyer is a professional and buyer has sufficient experience regarding the operating mode and conditions of use of this type of property, declaring to use Property only for [Insert relevant information about the use of property]].

Use of the Property is at Buyer’s sole risk, and Buyer agrees to have the Property inspected, tested, and approved for use by a licensed supplier/technician before using, or permitting use of, the Property.

D. NO WARRANTY OR REPRESENTATION BY SELLER AND BUYER WAIVERS.

The Property sold by Seller under this Bill of Sale is sold “as is,” “where is,” and “with all faults,” and is accepted by Buyer in its present condition and at the present location. Seller makes no, and Buyer expressly waives any, warranties or representations, express, implied, at common law, by statute, or otherwise, with respect to any interest transferred, including, but not limited to, with respect to any of the following: (A) title to the Property; (B) origin, quantity, quality, condition, merchantability, fitness for any particular purpose, conformity to models or samples of materials, freedom from defects, or safety of the Property; (C)

compliance of the Property with governmental regulations; (D) environmental conditions relating to the Property; (E) the value of the Property or future revenues generated by the Property, or concerning current or future operating or maintenance cost; (F) the validity, continuing validity, ability to renew or otherwise obtain authorization with respect to any and all permits and authorizations by any governmental authority in connection with the Property; (G) the accuracy or completeness of any records, reports, projections, information or materials furnished or made available to Buyer at any time in connection with the sale of the Property, including the quality, quantity or environmental conditions of or related to the Property or any other matters contained in the records furnished or made available to Buyer by Seller Group. All such records furnished by Seller Group or otherwise made available to Buyer are provided to Buyer as a convenience, and do not create or give rise to any liability of or against Seller. Any reliance on or use of the records is at Buyer's sole risk to the maximum extent permitted by applicable law.

Waiver of Buyer Rights. Buyer acknowledges each of the disclaimers set out in Section 4.1, and acknowledges and affirms all of the following: (A) Buyer is relying on its own independent investigation, analysis and evaluation of the Property including any future and current taxes in relation to the Property; (B) Buyer has not relied upon any representation, warranty, statement, opinion or information in entering into or carrying out the transactions contemplated by this Bill of Sale, and Buyer waives all rights and remedies which, but for this Section 4, would or might have been available to it in respect of such representation, warranty, collateral contract, statement, assurance, opinion or information.

1. ADDITIONAL OBLIGATIONS.

Export and Import Obligations. Buyer shall be solely responsible for the export and import of the Property. Buyer shall obtain any and all necessary permits, licenses, authorizations, and clearances for the export and import of the Property that Buyer requires to export and import for delivery and use. Buyer shall pay at its sole cost all import and export costs, including any temporary import bonds.

Compliance with Applicable Laws and End-User Statement. Buyer shall comply and shall ensure that all other members of Buyer Group comply with all applicable laws and any Seller specific (A) guidelines, including guidelines related to health, safety, security, among others, and (B) requirements, including those at the Delivery Point. Buyer acknowledges that Property is provided in accordance with U.S. export controls and trade sanctions laws; diversion contrary to such laws is prohibited. Upon receipt and sale of the Property, Buyer Group shall comply (and shall contractually obligate purchasers to comply) with all export controls and trade sanctions (including, prohibitions against restricted end-uses and end-users) applicable to Buyer's Group's use, transfer, sale, re-sale, export or re-export of Property.

U.S Penalties. Nothing in this Bill of Sale requires a Party to comply with Applicable Laws if compliance could subject the Party or its Affiliates to liabilities or penalties under the laws of the United States of America.

Records Retention and Inspection. Buyer shall, and shall ensure that all other members of Buyer Group, maintain and retain true and correct records in connection with all matters related to this Bill of Sale until (A) at least twenty-four months from the end of the calendar year in which the Property is purchased or this Bill of Sale is terminated whichever occurs later, or (B) until expiration of the statute of limitations for taxes, import or export charges. Seller (or its representative) may inspect all records at any time to determine Buyer's and Buyer Group's compliance with this Bill of Sale.

E. TAXES. Seller will be responsible for any income taxes on the sale of the Property. If applicable, Seller will appropriately invoice and Buyer shall pay in addition to the agreed sales price any sales/use tax, value added tax, goods and services tax or any similar taxes. Seller will not reimburse or otherwise be responsible for any other taxes, including withholding taxes. Buyer shall maintain records sufficient to substantiate these taxes and import and export charges for so long as the longest applicable statute of limitations remains open with respect to such matters. Buyer shall provide these records at Seller's request and in the format requested by Seller.

F. RELEASE AND INDEMNIFICATION. Buyer as part of the consideration for the transfer of the Property agrees to all of the following:

RELEASE, INDEMNIFY, AND DEFEND, AND CAUSE THAT OTHER MEMBERS OF BUYER GROUP RELEASE, INDEMNIFY, AND DEFEND, SELLER GROUP AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS OF WHATSOEVER NATURE (INCLUDING DEFENDING AND HOLDING INDEMNITEES HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES, AND ATTORNEYS' FEES INCURRED BY INDEMNITEES IN DEFENSE OF SUCH CLAIMS), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROPERTY AND THIS BILL OF SALE, INCLUDING (A) ANY INJURY TO OR DEATH OF ANY PERSON(S) (INCLUDING BUYER GROUP MEMBERS); (B) ANY LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING PROPERTY OF ANY MEMBER OF BUYER GROUP); (C) INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR FOR MISAPPROPRIATION BY BUYER GROUP OF ANY TRADE SECRET ARISING OUT OF THE PROPERTY OR ITS USE; (D) ANY VIOLATION OF SECTION Error: Reference source not found; (E) BREACH OF APPLICABLE LAW; AND (F) BUYER GROUP'S TAXES OR IMPORT AND EXPORT OBLIGATIONS. ALL RELEASE, INDEMNITY, AND DEFENSE PROVISIONS OF THIS BILL OF SALE APPLY AND INCLUDE WITHOUT LIMITATION TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE PROPERTY, ITS USE OR ITS REMOVAL FROM SELLER'S PROPERTY OR PREMISES, EVEN WHEN AN INDEMNITEE WAS, OR IS CLAIMED, OR WAS ADJUDGED, TO BE PASSIVELY, CONCURRENTLY, OR ACTIVELY NEGLIGENT, AND REGARDLESS OF THE CAUSE OR CAUSES OF THE UNDERLYING CLAIM OR WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON AN INDEMNITEE. IN ADDITION TO, AND WITHOUT LIMITING, BUYER'S OTHER OBLIGATIONS UNDER THIS SECTION 7, BUYER

AGREES AS FOLLOWS (I) BUYER SPECIFICALLY ASSUMES AND SHALL BE RESPONSIBLE FOR THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND ALL ENVIRONMENTAL OBLIGATIONS RELATED TO THE PROPERTY AND THE OPERATIONS AND ACTIVITIES RELATED TO THE PROPERTY. BUYER SHALL, AND SHALL CAUSE THAT OTHER MEMBERS OF BUYER GROUP RELEASE, INDEMNIFY, AND DEFEND THE INDEMNITEE FROM AND AGAINST ANY CLAIMS RELATING TO THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING CLAIMS INVOLVING HAZARDOUS MATERIALS, AND OTHER SUBSTANCES, POLLUTANTS, OR CONTAMINANTS, AND CLAIMS ARISING UNDER ANY APPLICABLE LAW, REGARDLESS OF WHETHER EXISTING PRIOR TO, AS OF, OR AFTER THE EFFECTIVE DATE, OR WHETHER THE CLAIM IS KNOWN OR UNKNOWN, FORSEEABLE OR UNFORSEEABLE; AND (II) BUYER SHALL, AND SHALL CAUSE THAT ALL OTHER MEMBERS OF BUYER GROUP AND ALL OF BUYER GROUP'S FUTURE ASSIGNEES AND SUCCESSORS, RELEASE, INDEMNIFY, AND DEFEND THE SELLER GROUP FROM AND AGAINST ANY AND ALL ENVIRONMENTAL OBLIGATIONS RELATED TO THE PROPERTY REGARDLESS OF WHETHER EXISTING PRIOR TO, AS OF, OR AFTER THE EFFECTIVE DATE, ATTRIBUTABLE OR RELATING TO ANY PERIOD BEFORE OR AFTER THE EFFECTIVE DATE, OR WHETHER THE CLAIM IS KNOWN OR UNKNOWN, FORESEEABLE OR UNFORSEEABLE. THE WAIVER, RELEASE AND INDEMNITY OBLIGATIONS IN THIS BILL OF SALE APPLY REGARDLESS OF THE ACTIVE, PASSIVE, CONTRIBUTORY, CONCURRENT, GROSS, OR SOLE NEGLIGENCE, INTENTIONAL, WANTON, OR WILLFUL MISCONDUCT, OR LIABILITY WITHOUT FAULT, REGULATORY LIABILITY, OR OTHER FAULT OR RESPONSIBILITY OF EITHER PARTY.

G. GOVERNING LAW AND RESOLUTION OF DISPUTES.

Governing Law. This Bill of Sale is governed by and interpreted under the laws of the Province of Alberta, and the laws of Canada applicable therein, without regard to its choice of law rules, except that the substantive and procedural rules of the *Arbitration Act* (Alberta) shall govern arbitration proceedings. The United Nations Convention on Contracts for the International Sale of Goods, 1980 (known as "the Vienna Sales Convention") does not apply to this Bill of Sale.

Resolution of Disputes.

If a dispute arising out of this Bill of Sale is not resolved by direct negotiations between the Parties, a Party seeking resolution shall initiate mediation by giving notice to the other setting out the disputed issues and all key documents of the claim. If the Parties fail to resolve the dispute within sixty days from notice of mediation, then the dispute must be finally resolved by binding arbitration and either Party may initiate arbitration by giving notice to the other Party. The place of arbitration will be Calgary, Alberta. One arbitrator (or three arbitrators if the monetary value of the Dispute is more than CAD\$5,000,000 or its currency equivalent, or if there is a dispute whether the monetary value exceeds the CAD\$5,000,000) will conduct the arbitral proceedings, in English, in accordance with the National Arbitration Rules of the ADR Institute of Canada, Inc. and the Court of Queen's Bench of Alberta as the appointing authority. The Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense and any counterclaim or reply. Neither Party may compel the other to produce additional documents. The maximum number of witnesses each Party may call to give evidence is three witnesses of fact and one expert witness. The arbitrator(s) does not have the power to award, nor shall the arbitrator(s) award, any punitive, indirect or consequential damages (however denominated). The arbitrator(s) must render a reasoned award in writing. This award shall be based upon a decision which must detail the finding of fact and conclusions of law on which it rests. The arbitration award is final and binding. The arbitration award must be issued within three months from completion of the hearing, or as soon as possible thereafter. Regardless of which Party prevails, all arbitration fees and costs must be paid equally and each Party shall bear its own attorneys' fees and costs in connection with such arbitration. The Parties waive irrevocably their right to any form of appeal, review, or recourse to any court or other judicial authority under any applicable law, to the extent that such waiver may be validly made. Proceedings to enforce judgement entered on an award may be brought in any court having jurisdiction over the Person or assets of the non-prevailing Party. The prevailing Party may seek, in any court having jurisdiction, judicial recognition of the award, or order of enforcement or any other order or decree that is necessary to give full effect to the award.

H. GENERAL PROVISIONS.

[Insurance requirements to be determined based on location of equipment.]

Notices. All notices must be in writing and delivered by mail (postage prepaid), email, or by a recognized international courier service to the appropriate Party's address set out in this Bill of Sale. If Buyer gives notice by facsimile or email, the facsimile or email must clearly state that it is notice given under this Bill of Sale. Notices are effective when received by the recipient during the recipient's regular business hours.

Entire Agreement; Amendment. This Bill of Sale supersedes all prior agreements, understandings, and commitments between the Parties concerning the subject matter of this Bill of Sale. No amendment to this Bill of Sale is effective unless made in writing and signed by authorized representatives of both Parties.

Assignment. Buyer may not assign its rights or obligations under this Bill of Sale without the prior written consent of Seller.

Severability. Each provision of this Bill of Sale is severable and any determination of invalidity does not affect any other provision.

Interpretation. The words "includes" and "including" are illustrative, not limiting, and the word "or" is not exclusive. If the currency is not CAD Dollars, references to CAD Dollar currency mean the respective currency equivalent.

Counterparts; Method of Exchange. The exchange of counterpart signature pages between the Parties constitutes execution and delivery of this Bill of Sale. Neither Party will be bound to this Bill of Sale unless and until both Parties have executed and delivered a counterpart. Executed signature pages sent by facsimile, email scan, or otherwise by photocopy are valid means of delivery.

Buyer: _____

Date: _____

Seller: _____

Date: _____

Bill of Sale No. [Insert Number]
FCC Enterprise Short Form Bill of Sale Intl_US Ltr

Draft

EXHIBIT A – PROPERTY DESCRIPTION

[Insert Description of Property]

END OF EXHIBIT A