

Exhibit C

Agreement Number: _____

BILL OF SALE

This Bill of Sale ("Agreement") is made and entered into this _____ (the "Effective Date"), by and between **Chevron Mediterranean Ltd.**, with offices located at Herzliya Hills, Building A, 1 Arik Einstein Street, P.O.Box 3300Herzeliya Pituah 4613102, Israel hereinafter referred to as "Seller", and _____ **LTD** whose address is _____, hereinafter referred to as "Buyer."

WITNESSETH:

1. Buyer hereby desires to purchase, and Seller agrees to sell the following materials, items and equipment (collectively referred to as the "Property") and all of which are more fully described in Exhibit A.
2. The purchase price to be paid by Buyer to Seller for the Property shall be the sum of _____ (**\$** _____)

As detailed in **Attachment A** (hereinafter referred to as the "Purchase Price"), to be paid by wire transfer to Chevron Mediterranean Ltd. and delivered simultaneously with the execution of this Agreement. The Purchase Price does not include any taxes. Any applicable local and/or state sales or use tax must be calculated at the rate applicable to the location of said Property and shall be paid by Buyer to Seller in addition to the Purchase Price with payment. If Buyer is exempt from the payment of applicable local and/or state sales or use tax, Buyer must complete a statement of sales and/or use tax exemption and provide same to Seller at the time payment of the Purchase Price is made.

3. **THE PROPERTY IS SOLD "AS IS, WHERE IS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. SELLER ACKNOWLEDGES THAT THE PROPERTY IS SOLD "AS IS, WHERE IS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATION OF WARRANTY (EXPRESS, STATUTORY OR IMPLIED) RELATING TO THE QUALITY OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND ANY AND ALL IMPLIED WARRANTIES UNDER APPLICABLE LAW NOW OR HEREAFTER IN EFFECT. BUYER SHALL INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS THE SELLER, ITS AFFILIATES AND CO-VENTURERS, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY REFERRED TO AS THE "SELLER INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, FINES, PENALTIES, JUDGEMENTS, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) ASSERTED AGAINST, RESULTING FROM, IMPOSED UPON OR INCURRED BY ANY OF THE SELLER INDEMNITEES AS A RESULT OF, OR ARISING OUT OF THE PURCHASE OF THE PROPERTY CONTEMPLATED BY THIS AGREEMENT, THE OWNERSHIP OF THE PROPERTY BY THE BUYER, OR THE USE OR DISPOSAL BY THE BUYER OF THE PROPERTY CONVEYED HEREUNDER.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE OR SPECULATIVE DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES (IN TORT, CONTRACT OR OTHERWISE). BUYER'S OBLIGATIONS UNDER THIS ARTICLE NO. 3 SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.

4. Delivery shall occur at the following location:

Buyer will collect all materials from [REDACTED] (hereinafter referred to as the "Delivery Location")

Risk of loss to the Property shall immediately pass to Buyer upon delivery of the Equipment to the Delivery Location by Seller and receipt by Buyer. Notwithstanding the foregoing, title to the Property shall only pass to Buyer upon full, unrestricted receipt of the Purchase Price and Seller shall retain any and all rights under any applicable laws with respect to the Property, including the right to reclaim the Property, until full receipt of the Purchase Price by Seller.

5. All expenses, including legal, advisory, or brokerage fees, incurred in connection with this Agreement shall be borne solely by the party incurring same.
6. Buyer agrees upon the execution of this Agreement to execute the Chevron End Use Certification attached hereto as Exhibit B and to comply with its terms and conditions.
7. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas excluding any choice of law rules which would refer the matter to the laws of another jurisdiction.

Any dispute arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, or termination shall be settled before a sole arbitrator in accordance with the Commercial Rules of the American Arbitration Association in the United States of America. The proceedings shall be in the English language and the Arbitration shall take place in Houston, Texas. The resulting arbitral award shall be final and binding without right of appeal, and judgment upon such award may be entered in any court having jurisdiction thereof.

8. This Agreement constitutes the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, agreements, proposals, specifications, either verbal or written, between the parties hereto.

Seller:

Chevron Mediterranean Ltd.

By: _____

Name: _____

Title: _____

Buyer:

[REDACTED]

By: _____

Name: _____

Title: _____

ATTACHMENT A
PROPERTY