

BILL OF SALE

THIS BILL OF SALE, dated this ____ day of _____ 200_, is between APACHE CORPORATION, a Delaware corporation (“Seller”), with offices at 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056, and _____, a _____ (“Buyer”), with offices at _____. Seller and Buyer may be herein referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Buyer has agreed to purchase from Seller, and Seller has agreed to sell to Buyer, _____ located at _____ (the “Equipment”) as such is identified in Buyer’s Purchase Order # _____ dated _____ (attached hereto and made a made hereof); and

WHEREAS, the Parties have agreed that the purchase price for the Equipment shall be \$ _____ (the “Purchase Price”);

NOW THEREFORE, for, and in consideration of, the Purchase Price to be paid by Buyer to Seller hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby agree as follows:

Upon the execution of this Bill of Sale, Buyer shall tender payment of the Purchase Price to Seller. Subject to the tender of such payment, Seller does hereby grant, bargain, sell, transfer, assign and convey to Buyer all of Seller’s right, title and interest in and to the Equipment upon the terms and conditions set forth herein. Upon the tender of the Purchase Price to Seller, Seller shall release the Equipment to Buyer.

THIS BILL OF SALE IS MADE BY SELLER AND ACCEPTED BY BUYER WITHOUT ANY WARRANTY OF TITLE, EXPRESS OR IMPLIED.

THE EQUIPMENT CONVEYED BY THIS BILL OF SALE IS SOLD BY SELLER AND ACCEPTED BY BUYER ON AN “AS IS, WHERE IS” BASIS WITH ALL FAULTS. SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED OR EXPRESS WARRANTIES AGAINST DEFECTS, WHETHER PATENT, LATENT OR OTHERWISE.

BUYER HEREBY ASSUMES ALL LIABILITY AND COSTS REGARDING THE EQUIPMENT AND ANY HAZARDOUS MATERIALS ASSOCIATED THEREWITH OR OTHERWISE REGARDING THE EQUIPMENT NOT BEING IN COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, RULES OR PERMITS, ENVIRONMENTAL OR OTHERWISE. BUYER FURTHER ASSUMES ALL LIABILITY AND COSTS REGARDING THE EXISTENCE OR PRESENCE OF ANY ADVERSE PHYSICAL CONDITIONS ASSOCIATED WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, NATURAL OCCURRING RADIOACTIVE MATERIALS (“NORM”). BUYER HEREBY

EXPRESSLY RELEASES SELLER FROM, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AGAINST ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION OR RIGHTS OF ACTION OF EVERY KIND OR CHARACTER ARISING OUT OF, INCIDENT TO OR ON INCONNECTION WITH THE OWNERSHIP, USE, MAINTENANCE, HANDLING OR RESALE OF THE EQUIPMENT FROM AND AFTER THE DATE OF THIS BILL OF SALE.

BUYER HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THEN SECTION 17.555, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS AND COMMERCE CODE TO THE EXTENT OTHERWISE APPLICABLE TO THIS BILL OF SALE.

Buyer shall be responsible for removal and transportation of the Equipment from _____ at its sole cost, risk and expense.

This Bill of Sale is binding upon and shall inure to the benefits of Seller and Buyer and their respective successors and assigns.

Each Party hereby represents that it is fully authorized to enter into this Bill of Sale and that upon full execution hereof, this Bill of Sale shall constitute a binding agreement between the Parties.

This Bill of Sale shall be governed by and construed in accordance with the laws of the state of Texas, without regard to any conflicts of law principles that would otherwise require the application of any other law. Moreover, Buyer and Seller irrevocably consent to the personal jurisdiction of the federal and/or state courts located in Houston, Texas, and unconditionally agree that any and all claims, disputes and/or controversies arising out of or related to this Bill of Sale shall be adjudicated in the federal or state courts located in Houston Texas.

This Bill of Sale may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

This Bill of Sale contains the entire agreement of the Parties concerning the subject matter hereof and may not be contradicted by evidence of any prior agreements, written or oral.

WHEREFOR, this bill of sale is executed by the Parties as of the date first written above.

SELLER:
APACHE CORPORATION

BUYER:

BY: _____
Name: _____
Title: _____

BY: _____
Name: _____
Title: _____