

EXISTENCE OR CONDITION OF THE FACILITIES OR THE OWNERSHIP, OPERATION, USE, REPAIR, REMOVAL OR CONTROL OF THE FACILITIES BY BUYER OR BY SELLER, ITS CONTRACTORS, EMPLOYEES, OR AGENTS; (2) THE EXERCISE OF RIGHTS GRANTED BY THE RIGHTS-OF-WAY, LEASES AND/OR PERMITS LISTED ON EXHIBIT "A" OF THE ASSIGNMENT FROM SELLER TO BUYER AND (3) THE PHYSICLA CONDITION OF THE PREMISES WITHIN AND AFFECTED BYS AID RIGHTS-OF-WAY LEASES AND/OR PERMITS UNDER ANY LAW, RULE OR REGULATION APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED (942 U.S.C. Sec. 9601 et. seq.), THE CLEAN WATER ACT (33 U.S.C. Sec 466 et. seq.), THE SAFE DRINKING WATER ACT 14 U.S.C. Sec. 1401-1450), THE HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Sec. 1801 et. seq.) and THE TOXIC SUBSTANCE CONTROL ACT (15 U.S.C. Sec. 2601-2629), EXCEPT AS LIMITED BELOW. BUYER'S OBLIGATION TO REALEASE AND INDEMNIFY AND HOLD SELLER HARMLESS AS STATED ABOVE SHALL INCLUDE ALL FINES, PENALTIES, CLAIMS, DEMANDS,OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO NEGLIGENCE OF SELLER, ITS CONTRACTORS, EMPLOYEES OR AGENTS WHICH OCCURS PRIOR TO THE DATE HEREOF, BUT SHALL NOT INCLUDE THE REULSTS OF ANY NEGLIGENCE OF SELLER WHICH OCCURS AFTER THE DATE HEREOF.

This bill of Sale is effective as of 12:01 a. m. Central Standard Time, this _____ day of _____, 19____, regardless of the date of execution.

EXECUTED IN DUPLICATE ORIGINALS this _____ day of _____, 19_____.

SELLER

EXXON PIPELIND COMPANY

By _____

Title _____

BUYER

COMPANY NAME

By _____

Title _____

RELEASE AND INDEMNIFICATION AGREEMENT

_____ (“**Potential Buyer**”) is considering making a bid to purchase certain properties offered by Exxon Pipeline Company (“**EPC**”). In preparation for submitting an offer, Potential Buyer may wish to visit certain EPC locations to conduct a field inspection. Potential Buyer understands that there are risks associated with entry into EPC’s property or facilities. EPC will provide reasonable access to Potential Buyer but (1) EPC makes no representations as to the necessity or advisability of any such visit, and (2) any information or impressions gained by Potential Buyer are at a Potential Buyer’s sole risk.

Potential Buyer assumes all responsibility for any and all risk of damage or injury that may occur to Potential Buyer, its employees, agents, or representatives in the course of any such visit. **POTEINTAL BUYER, ITS SUCCESSORS AND ASSIGNS AGREE TO RELEASE, DEFEND, INDMNIFY AND HOLD EPC, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGNETS HARMLESS FROM AND AGAINST ANY AND ALL DAMAGE OR INJURY THAT MAY OCCUR TO POTENTIAL BUYER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE COURSE OF ANY SUCH VISIT OR IN THE COURSE OF USING TRANSPORTATION PROVIDED BY EPC TO POTENIAL BUYER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES UNLESS SUCH DAMAGE OR INJURY IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EPC.**

EPC may allow Potential Buyer to photograph and video record the properties or facilities in the course of a visit. Potential Buyer agrees that any photographs and video recordings taken during its visit shall be treated as confidential. Within seven days of EPC’s request, Potential Buyer agrees to provide EPC a copy of all photographs and video recordings taken during its visit.

Potential Buyer shall not enter EPC’s properties or facilities without the presence of an EPC representative. Potential Buyer agrees to comply fully with all applicable laws and regulations as well as all rules, regulations and instructions issued by EPC regarding the actions of Potential Buyer, its employees, agents and representatives while upon, entering or leaving the premises or property of EPC.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 19__.

Signature: _____

Name: _____

Title: _____

Company: _____

**OF ASSIGNOR'S NEGLIGENCE OTHER THAN THE RESULTS OF
ASSIGNOR'S NEGLIGENCE OCCURRING AFTER THE EFFECTIVE DATE
OF THIS ASSIGNMENT.**

This assignment shall be effective as of 12:01 a.m., Central Standard Time , this
_____ day of _____, 19____, regardless of the date of execution.

EXECUTED IN DUPLICATE ORIGINALS this _____ day of
_____, 19_____.

ASSIGNOR

EXXON PIPELINE COMPANY

By: _____

Title: _____

ASSIGNEE

COMPANY NAME

By: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF HARRIS §

**This instrument was acknowledged before me on _____, 19____, by
_____, _____ of Exxon Pipeline Company,
a Delaware corporation, on behalf of said corporation.**

NOTARY PUBLIC

My commission expires: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 19 ____, by
_____, _____ of _____,
corporation, on behalf of said corporation.

NOTARY PUBLIC

My commission expires: _____