



**BILL OF SALE AND INDEMNITY AGREEMENT
AS-IS AND WHERE LOCATED**

ENSCO Global IV Ltd. (fill in proper EnSCO entity name), a British Virgin Islands Company (fill in incorporation details of EnSCO entity) having an address at c/o Maples Corporate Services BI Limited, Lingston Chambers, Post Office Box 173, Road Town, Tortola, B.W.I. VG1110 (hereinafter called "Seller"), for and in consideration of the total sum of U.S. Dollars (U.S. \$), to it in hand paid by , having an address at ___ (hereinafter called "Purchaser"), the receipt and sufficiency of which is hereby acknowledged, has BARGAINED, SOLD, CONVEYED and DELIVERED and, by these presents does BARGAIN, SELL, CONVEY and DELIVER unto the Purchaser all of Seller's right, title and interest in the personal property (hereinafter called "Property") described in Exhibit "A", along with additional terms and conditions attached hereto and incorporated herein by reference.

Seller does hereby bind itself, its successors and assigns to forever WARRANT AND DEFEND the title to the aforesaid Property unto the Purchaser and its respective successors and assigns against the lawful claim or claims of any and all persons whomsoever.

Purchaser represents, warrants and acknowledges that its independent investigation revealed the Property is "used goods" and has been utilized for the purposes related to the exploration, development and production of oil and gas and, as a result, may contain certain structural defects, and/or hazardous material and covenants not to discard, sell, or otherwise handle the Property in violation of any applicable federal or state or local laws, regulations or ordinances. Purchaser hereby agrees to comply with all relevant laws and regulations, and to assume all liability for the handling, labeling, packaging, transportation, removal and disposal of the Property.

Purchaser WARRANTS and has represented to Seller that it has inspected the Property described hereinabove and knows the condition thereof and is purchasing the same "AS-IS AND WHERE LOCATED" as a result of such inspection and not because of, or in reliance on, any representation made by Seller, its employees or agents, other than as may be expressly set forth herein. Purchaser's failure to inspect will not constitute grounds for any claims against Seller. Purchaser shall pay Seller upon signing this Bill of Sale and Indemnity Agreement and after Purchaser so signs risk of loss shall pass to Purchaser.

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Contractor further represents and warrants that it shall bear full and exclusive responsibility and pay for all statutory payments including, without limitation, taxes, duties, charges or fees (and any related fines, penalties or interest) imposed by the relevant authorities in connection with the purchase of the Property.

THE PROPERTY CONVEYED HEREBY IS SOLD WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE (EXPRESSED OR IMPLIED) AS TO PHYSICAL CONDITION, VALUE OR QUALITY AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USAGE OR FITNESS FOR ANY PARTICULAR PURPOSE.

AS PART OF THE "AS-IS AND WHERE LOCATED" NATURE OF THIS BILL OF SALE AND INDEMNITY AGREEMENT AND TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, PURCHASER HEREBY AGREES TO INDEMNIFY AND HOLD SELLER, ITS PARENT, HOLDING AND AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVANTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION IN ANY MANNER CONNECTED WITH THE SALE AND/OR POSSESSION OR USE OF THE PROPERTY CONVEYED BY THIS BILL OF SALE AND INDEMNITY AGREEMENT OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION A BREACH OF ANY OF THE REPRESENTATIONS CONTAINED HEREIN AND FOR ANY CLAIM, ARISING IN FAVOR OF ANY PERSON FOR PERSONAL INJURY OR DEATH OR FOR DAMAGE TO OR DESTRUCTION OF PROPERTY ARISING OUT OF OR REGARDLESS OF CAUSE, INCLUDING THE SOLE OR CONCURRENT NEGLIGENCE (WHETHER ACTIVE OR PASSIVE), BREACH OF WARRANTY, STRICT OR PRODUCTS LIABILITY, PRE-EXISTING CONDITION, BREACH OF DUTY (CONTRACTUAL OR STATUTORY), OF THE SELLER, ITS PARENT, HOLDING AND/OR AFFILIATED COMPANIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVANTS OR ANY OTHER THEORY OF LEGAL LIABILITY.



The consideration expressed above does not include GST, sales tax, excise tax, export or other taxes relating to the sale of the Property identified herein and any and all of which shall be for Purchaser's account.

This Bill of Sale and Indemnity Agreement shall be governed and interpreted under the laws of the State of Texas, U.S., except for any rule of such laws that would make the laws of another jurisdiction applicable. The parties expressly exclude the application of the United Nations Convention on the International Sale of Goods to this transaction.

EXECUTED THIS day of

"PURCHASER"

"SELLER"

ENSCO Global IV Ltd.

BY: _____

BY: _____

Name (Printed): _____

Name (printed): _____

Title: _____

Title: _____



EXHIBIT "A"
TO BILL OF SALE AND INDEMNITY AGREEMENT BETWEEN
ENSCO Worldwide GmbH ("Seller")
AND ("Purchaser")
DATED

ADDITIONAL TERMS AND CONDITIONS:

All Property sold hereunder shall be removed from its site/location as soon as possible after Purchaser signs this Bill of Sale and Indemnity Agreement. In the event Property is not so removed, Seller reserves the right to resell the Property at its convenience, by any method of sale it chooses, and without prior notice to Purchaser. In the event of a resale, Purchaser will be responsible to pay Seller for any costs or damages occasioned Seller due to Purchaser's failure to perform. Seller will refund only that portion of Purchaser's payment that is equaled by resale payment less any associated resale cost and/or cost incurred by Seller.

The Purchaser is responsible for all costs and arrangements associated with dismantling (including labor and material), loading, transporting, and removing the Property from its location. Purchaser assumes sole responsibility for safety in securing the load(s). Purchaser shall clean up any debris generated through Purchaser's removal, dismantling, loading and transporting process. Purchaser assumes sole responsibility at Purchaser's sole risk for removal, dismantling, loading and transporting the Property and shall indemnify and hold Seller its parent, holding and affiliated companies and their respective officers, directors, employees, agents and servants harmless for any personal injury or property damage caused during such removal, dismantling, loading and transporting regardless of cause, including the sole or concurrent negligence (whether active or passive), breach of warranty, strict or products liability, pre-existing condition, breach of duty (contractual or statutory), of the Seller, its parent, holding and/or affiliated companies or their respective officers, directors, employees, agents and servants or any other theory of legal liability.



Prospective Client Questionnaire

1. Full name and address of Company
2. Company's country of incorporation
3. Brief description of Company's business (e.g. trading company, freight forwarder, distributor, etc)
4. Full name, title, occupation and nationality of contact person
5. Any other name(s) under which the Company does business
6. Shipping Address for the order
7. Billing address for the sale or order (if different from address above)
8. Name of ultimate end user of product and where end user is located
9. What will the product be used for after sale
10. Name of freight forwarder or other carrier responsible for delivery of item or product
11. Name of contact person for freight forwarder or other carrier
12. Name and address of Bank where payment will originate

Ensco International Inc. is a U.S. Company and is subject to U.S. export control and sanctions laws. To ensure compliance with these laws, we will need more information from you before we can complete the transaction. If you are unable or unwilling to provide us with the requested information, please be advised that we will not be able to complete the transaction. Prior to the completion of the sale we will also require you to execute an end user certificate a copy of which is attached.



DECLARATION OF COMPLIANCE

We, the undersigned, hereby declare that we are in compliance with the Bureau of Industry and Security, United States Department of Commerce requirements for disclosure of end-use prior to the export or re-export of goods as specified in the Export Administration Regulations (15 CFR Part 730 *et seq.*). Those regulations require U.S. exporters of goods subject to the Export Administration Regulations to exercise their responsibility to know their customers, to understand the uses for which the products will be used, and to determine the final destination for those products. In support of ENSCO Global IV Ltd.'s efforts to comply with that requirement, we declare that the following "Disclosure of Specific End-Use" and "General Description of Activities Undertaken By Our Organization" are complete and true and can be substantiated upon demand. We understand that a purchase agreement with ENSCO Global IV Ltd. is not binding and cannot be processed without a fully completed and signed Declaration of Compliance.

We also declare that we are and will remain in compliance with requirements of the International Traffic in Arms Regulations (22 CFR Parts 120 - 130) administered by the Directorate of Defense Trade Controls, United States Department of State and the sanctions and embargo regulations administered by the Office of Foreign Assets Control, U.S. Department of the Treasury that are found in Title 31 of the Code of Federal Regulations. The products purchased from ENSCO Global IV Ltd. will not, be transferred or re-exported in violation of the International Traffic in Arms Regulations or the sanctions and embargo regulations administered by the Office of Foreign Assets Control.

DISCLOSURE OF SPECIFIC END-USE(S)

We hereby verify that the products purchased from ENSCO Global IV Ltd. will not be used in or diverted to any end-use that is prohibited by the U.S. Export Administration Regulations or any other applicable U.S. regulations. We further verify that the end-use stated below is truthful and accurate.

The products acquired from ENSCO Global IV Ltd. will be used by our organization only for the following specific

GENERAL DESCRIPTION OF ACTIVITIES UNDERTAKEN BY OUR ORGANIZATION

Organization (Name): _____

Department: _____

Address: _____

engages in the following activities:

(List and describe)

GENERAL DESCRIPTION OF ACTIVITIES UNDERTAKEN BY OUR ORGANIZATION

By: _____ For: _____
(Signature) (Organization name - type or print)

Name: _____ Date: _____
(Type or print) Day/month/year

Title: _____
(Type or print)