BILL OF SALE

 WITH ENCUMBRANCES

The Bill of Sale (the “Agreement”) below is made and effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the “Seller”), a company organised and existing under the laws of [COUNTRY], has its head office located at:

 [YOUR OFFICE ADDRESS]

**AND: [BUYER NAME]** (the "Buyer"), an individual who has his main address/or a company organised and existing under the laws of [COUNTRY], with its head office located at:

 [BUYER COMPLETE ADDRESS]

FOR GOOD AND VALUABLE CONSIDERATION, the Seller agrees to sells and transfers possession of the following goods in their present condition and location to the Buyer, and its successors and assigns forever, the following described goods

[DETAILED LIST OF GOODS].

The Seller warrants that it owns the goods, but stipulates that the goods are being sold subject to the following encumbrance(s) in the following amount(s):

[ENCUMBRANCE DESCRIPTION - ENCUMBRANCE AMOUNT].

The Buyer acknowledges buying the goods subject to the above encumbrance(s) and promises to pay the encumbrance(s) and to indemnify and save the Seller harmless from any claim(s) based on failure to pay off the encumbrance(s).

Executed under seal in duplicate on [DATE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on [DATE].

BUYER SELLER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title