



## KERIKERI CRUISING CLUB INC. & MARINA

### DEED OF ASSIGNMENT OF MARINA BERTH LICENCE

DATE OF ASSIGNMENT:

ASSIGNOR:

ASSIGNEE:

LICENSOR: KERIKERI CRUISING CLUB INCORPORATED

1. **THE Assignor** assigns to the Assignee all the Assignor's interest in the Licence as set out in the First Schedule.
2. **THE Assignor** and the Assignee agree and acknowledge as set out in the Second Schedule.
3. **THE Licensor** consents to the assignment but without prejudice to the Licensor's rights, powers and remedies under the License and Rules.
4. **THE Licensor** acknowledges that as at the Date of Assignment the Licensor is not aware of any existing breach of the Licence or Rules by the Assignor and has no interest in any of the Assignor's Assets.

**WHEREVER** words or phrases appear in this Deed and in the Second Schedule that also appear in the First Schedule then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

**IN** this Deed:

- a) THE expressions "the Assignor", "the Assignee" and "the Licensor" include their respective executors, administrators, successors and permitted assigns.
- b) THE expression "Assignor's Assets" shall mean all chattels, fixtures and fittings in the Marina Berth that are owned by the Assignor.
- c) THE expressions "Licence" and "Rules" shall have the same meaning as set out in the Marina Berth Licence and Berth Licence Rules.
- d) WHERE the context requires or admits, words importing the singular shall import the plural and vice versa.
- e) WHERE any party comprises more than one person, such persons shall be deemed to have entered into the Deed both jointly and severally.

### FIRST SCHEDULE

Date of Licence:

The Berth

Number:

Description:

