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### Asset Transfer Agreement

Date: \_\_\_\_\_

#### Parties

1. Sailability NSW Inc. Registration Number Y2320012
2. \_\_\_\_\_

#### Background

Sailability NSW Inc. is the legal owner of assets acquired by all branches of Sailability NSW Inc. Sailability NSW Inc. will from time to time loan an asset to a branch to assist them in setting up that branch. This document will be used to record the terms and intention of each party to the agreement of the transfer of assets for such a purpose.

#### Agreed Terms

1. **Definitions**  
in this document

**Agreement** means this document and each schedule attached hereto as amended or supplemented from time to time

**Asset** means any asset included in the Asset Register of Sailability NSW Inc. Including but not limited to Sailing Boats (in any category), Rescue Boats, Trailers, Engines, Beeping Buoys, Pontoons.

**Branch** mean any branch within the state of NSW that falls within the Sailability NSW Inc. structure that benefits from the Charitable and Tax Exempt status of Sailability NSW Inc.

### ASSIGNMENT OF CONTRACT

The undersigned Assignor, [name], hereby assigns and transfers to Assignee, [name], all rights and interests held by the Assignor in the following contract:

The Assignor hereby certifies that the contract is in full force and effect and its provisions allow this transfer.

The Assignee hereby agrees to perform and execute all the remaining duties, tasks, and obligations of the Assignor. The Assignor shall not be held liable for any claim resulting from any action or inaction (including nonperformance) by the Assignee.

The Assignee is entitled to all monies yet to be paid under the contract, estimated a total of [S\_\_\_\_\_].

The original contract and its conditions remain unmodified.

ASSIGNOR \_\_\_\_\_ DATE \_\_\_\_\_

ASSIGNEE \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ DATE \_\_\_\_\_

# Assignment of Contract

FOR VALUE RECEIVED, \_\_\_\_\_ ("Assignor") hereby assigns and otherwise transfers ("assigns") to \_\_\_\_\_ ("Assignee") all rights, title and interest held by Assignor in and to the contract described as follows:

Contract dated \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_ and concerning \_\_\_\_\_.

Assignor warrants and represents that said contract is in full force and effect and is fully assignable. Assignor further warrants that it has the full right and authority to transfer said contract and that contract rights herein transferred are free of lien, encumbrance or adverse claim. Said contract has not been modified and remains on the terms contained therein.

Assignee hereby assumes and agrees to perform all remaining and obligations of Assignor under the contract and agrees to indemnify and hold Assignor harmless from any claim or demand resulting from non-performance by Assignee. Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder.

This Assignment shall become effective as of the date last executed and shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Dated: \_\_\_\_\_  
Assignor

Dated: \_\_\_\_\_  
Assignee

## Consent

I hereby consent to this Assignment of Contract affirming that no modification of the contract is made or intended, except that Assignee is now and hereafter substituted for Assignor.

Dated: \_\_\_\_\_  
Signature  
Name of Third Party

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## ASSIGNMENT OF CONTRACT TO BUY AND SELL REAL ESTATE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the undersigned ("Assignor") hereby assigns to \_\_\_\_\_

\_\_\_\_\_ ("Assignee"), whose address is \_\_\_\_\_, all of Assignor's right, title and interest in and to the Contract to Buy and Sell Real Estate dated \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_, as Seller, and Assignor, as Buyer, as modified by \_\_\_\_\_

\_\_\_\_\_ (describe amendments, if any, or insert "no modifications") (collectively, the "Purchase Agreement"), including but not limited to any right Assignor might otherwise have or acquire to return of any earnest money deposited by Assignor.

Assignor represents and warrants to Assignee that (1) Exhibit A attached to this Assignment is a true and complete copy of the Purchase Agreement, (2) the Purchase Agreement is in full force and effect and has not been modified in any way (other than by any amendment or modification referred to in the definition of Purchase Agreement above), (3) Assignor's interest in the Purchase Agreement is free and clear of any prior assignment and of any lien or security interest, (4) Assignor has good right and lawful authority to execute and deliver this Assignment and to assign to Assignee all of Assignor's interest in the Purchase Agreement, and (5) no party to the Purchase Agreement is presently in default with respect to the performance of such party's obligations under the Purchase Agreement.

By accepting this Assignment, Assignee assumes and agrees to perform all of the obligations of the Buyer under the Purchase Agreement, including but not limited to any obligations to be performed after closing thereunder, and to indemnify Assignor against any loss, claim, damage or expense Assignor may incur by reason of Assignee's failure to perform the assumed obligations on a timely basis.

Signed and delivered as of \_\_\_\_\_, 20\_\_\_\_.

[If Individual Assignor]

Name: \_\_\_\_\_

Name: \_\_\_\_\_



hebu gelusiniwe sejoxe

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