

Deed of Assignment of EQC Claims

COPY FOR YOUR
INFORMATION

VENDORS

TAIARAHIA ELFIE BLACK AND SHELLEY MYRA BLACK

AND

PURCHASERS

PAUL PATRICK HOGAN AND ANN MARIE NEWENHAM

This Deed is made on this day of 2015

between (1) TAIARAHIA ELFIE BLACK AND SHELLEY MYRA BLACK
("the Vendors")

and (2) **PAUL PATRICK HOGAN AND ANN MARIE NEWENHAM**
 (“the Purchasers”)

Introduction

- A. The Purchasers have an unconditional contract to purchase from the Vendors the property at 28 Puhara Ave, Parklands, Christchurch ("the Property"), pursuant to an agreement for sale and purchase dated 21 January 2015 ("the Agreement"), with settlement of the purchase to occur on 13 March 2015 ("Settlement Date").
- B. The Property was damaged in Earthquakes on and / or following 4 September 2010 ("Earthquake").
- C. The owner lodged claims with the Earthquake Commission in respect of the Property under claim number CLM/2011/167862 (the "EQC Claim").
- D. The vendor also lodged a claim with his insurer QBE respect of the property under claim number FC62616 ('the insurance claim').
- E. The Vendor and the Purchasers acknowledge that the EQC claims and insurance claim have been settled and the repairs have been completed. However, insofar as is possible, the Vendor agrees to assign his remaining / residual rights under the said EQC Claims and the insurance claim (if any), and any other claim(s) made to EQC in relation to damage sustained to the dwelling or land at the Property, to the Purchasers.

It is agreed

Assignment

In consideration of the settlement of the purchase of the Property by the Purchasers, the Vendor as from the Settlement Date assigns absolutely to the Purchasers, all the Vendor's remaining right, interest and title (if any) to the EQC Claims and the insurance claim and the Purchasers do hereby accept the assignment.

The Vendor warrants that to the best of his knowledge he has not committed any act or made any statement that would invalidate the EQC Claims or insurance claim.

This assignment does not affect any of the rights or obligations of the Purchaser or the Vendor arising under the Agreement.

Insurance Valid

The Owner warrants to the that the he held a valid New Zealand house (fire) insurance policy with QBE under policy No 1058692-002-07 in respect of the Property at the date

of the Earthquake(s) and that he has not committed any act or made any statement that would invalidate that policy.

Co-operation

As far as the Vendor is required, to complete the EQC Claims, the Vendor will co-operate with the Purchasers in dealing with any representative of the Earthquake Commission and sign all documents necessary to finalise the EQC Claims or reinstate the same should this prove necessary.

Counterparts

This Deed may be executed in any number of counterparts (including e-mail and facsimile copies), all of which, when taken together, will constitute one and the same instrument. A party may enter into this Deed by executing any counterpart.

Governing law and jurisdiction

This Deed shall be governed by, and construed in accordance with, New Zealand law and the parties submit to the jurisdiction of the New Zealand Courts.

Execution as a Deed.

SIGNED by the said **TAIARAHIA ELFIE**)
BLACK AND SHELLEY MYRA BLACK)
as a Vendor in the presence of:)

Witness Signature: _____

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

SIGNED by the said **Paul Patrick Hogan**)
as a Purchaser in the presence of)

Witness Signature: _____

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

SIGNED by the said **Ann Marie Newenham**)
as a Purchaser in the presence of:)

Witness Signature: _____

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

NOTICE OF ASSIGNMENT

TO: EARTHQUAKE COMMISSION (EQC)
QBE

FROM: TAIARAHIA ELFIE BLACK AND SHELLEY MYRA BLACK
("Vendor")

The Vendor has have lodged claims with the Earthquake Commission and IAG in respect of earthquake damage to the property at 28 Puhara Avenue, Parklands, Christchurch. Claims were lodged with Earthquake Commission under claim numbers:

CLM/2011/167862

And with QBE under claim FC62616

(the "Claims").

The Vendor gives you notice that all of his rights in respect of any claims, including the Claims, it may have against you in respect of damage suffered from the events on and following 4 September 2010 (excluding claims for damage to household contents) have been assigned to **PAUL PATRICK HOGAN and ANN MARIE NEWENHAM** ("Purchasers") in accordance with the attached Deed of Assignment and s50 of the Property Law Act 2007.

All obligations owed by you to the Vendors will now be owed to the Purchasers.

TAIARAHIA ELFIE BLACK AND SHELLEY MYRA BLACK