

DEED OF ASSET TRANSFER

**RIVERS REGIONAL COUNCIL
(ABN 80 479 097 483)**

- and -

RIVERS REGIONAL SUBSIDIARY

- and -

**CITY OF ARMADALE, CITY OF GOSNELLS, CITY OF SOUTH PERTH, CITY OF
MANDURAH, SHIRE OF MURRAY, SHIRE OF SERPENTINE – JARRAHDALE,**



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"Parties" means the parties to this Deed and "Party" means any one or more of them according to context;

"RRC" means the Rivers Regional Council;

"Schedule" means the schedule to this Deed;

"Subsidiary" means the Rivers Regional Subsidiary, a body corporate that has been established by the Participants and the City of Canning under section 3.69 of the Act to take over the functions of the RRC; and

"Transfer Date" means 28 Days after the Minister has approved the formation of the Subsidiary or windup of the RRC whichever occurs first..

2. SUBSIDIARY TRANSFER

In consideration of the Subsidiary agreeing to take over the functions, obligations and liabilities of the RRC, the RRC, as beneficial owner, hereby transfers to the Subsidiary on the Transfer Date absolutely all of the RRC's rights, title and interest in all of the Assets free of all encumbrances on the terms and conditions of this Deed.

3. COSTS AND EXPENSES

The Parties shall each pay their own costs and expenses in relation to the instructions for, preparation and execution of this Deed, except that the Subsidiary agrees to pay any duty assessed on this Deed (if any).

4. SUBSIDIARY'S COVENANTS WITH THE RRC

The Subsidiary covenants with the RRC:

- (a) to assume all liability for any costs, claims and expenses, debts or liabilities incurred or accrued by the RRC (whether actual or contingent) arising out of or in connection with the ownership of the Assets up to and including the Transfer Date; and
- (b) to indemnify and keep indemnified the RRC against all proceedings, costs, claims and expenses arising out of or in connection with the ownership of the Assets occurring on or after the Transfer Date.

5. PROPER LAW

This Deed is governed by, and to be interpreted in accordance with, the laws of Western Australia and where applicable the laws of the Commonwealth of Australia.

6. SEVERANCE

If any part of this Deed is, or becomes void or unenforceable, that part is or will be, severed from this Deed to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

7. FURTHER ASSURANCES

Each Party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Deed.

8. MISCELLANEOUS

In this Deed:

- (a) a reference to a person includes that person's executors, administrators, successors and assigns;
- (b) a covenant, agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (c) an agreement, representation or warranty given or made by 2 or more persons shall bind them jointly and severally.

SCHEDULE

Assets of the RRC

[illegible]

EXECUTED BY THE PARTIES AS A DEED

THE COMMON SEAL of RIVERS)
REGIONAL COUNCIL)
(ABN 80 479 097 483) was affixed)
 in the presence of:)

Chairperson

Chief Executive Officer

THE COMMON SEAL of RIVERS)
REGIONAL SUBSIDIARY)
 was affixed in the presence of:)

Chairperson

Chief Executive Officer

THE COMMON SEAL of the CITY OF)
ARMADALE was affixed pursuant to)
 a resolution of the Council in the)
 presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the CITY OF)
GOSNELLS was affixed pursuant to)
 a resolution of the Council in the)
 presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the **CITY OF**)
SOUTH PERTH was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the **CITY OF**)
MANDURAH was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the **SHIRE OF**)
MURRAY was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Shire President

Chief Executive Officer

THE COMMON SEAL of the **SHIRE OF**)
SERPENTINE-JARRAHDALE was)
affixed pursuant to a resolution of the)
Council in the presence of:)

Shire President

Chief Executive Officer