

Deed of Amalgamation

Wollongong Golf Club Limited

The Wollongong Ex-Services Club Limited

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Deed of Agreement

Date: 25 February

2019
/ 2020

Parties:

Wollongong Golf Club Limited (ACN 000 740 983) of 151 – 161 Corrimal Street, Wollongong NSW 2500 (*WGC*)

The Wollongong Ex-Services Club Limited (ACN 001 003 854) of 82 Church Street, Wollongong NSW 2500 (*WEC*)

Background:

- A. The *parties* are both registered clubs under the *RCA*.
- B. *WGC* has called for expressions of interest in amalgamation from each other registered club which has premises within a radius of 50 kilometres from the *WGC premises*.
- C. *WEC* has submitted an expression of interest.
- D. Following further negotiations, the *parties* propose to amalgamate subject to the terms of this deed and the *MOU*.
- E. This deed is supplementary to the *MOU* entered into the *parties* and is intended to provide for commercial terms and other details agreed by the parties with respect to the *amalgamation* which are not required to be included in the *MOU* under the *RCR*.

Operative part:

The terms marked in this deed in *italics* are explained at the end of this deed along with some rules of interpretation.

1. Amalgamation

Amalgamation

- 1.1 The *parties* agree to amalgamate:
 - 1.1.1 in accordance with the *RCA* and the *Liquor Act*; and
 - 1.1.2 on the terms of this deed and the *MOU*.
- 1.2 The amalgamation will be effected by the continuation of *WGC* and the dissolution of *WEC*.

- 1.3 This deed is subject to and conditional upon, execution of the *MOU* by the *parties*.

Nature of this Deed

- 1.4 This deed:

1.4.1 is supplementary to the *MOU* and provides for commercial terms and other details agreed by the parties with respect to the *amalgamation* which are not required to be included in the *MOU* under the *RCR*; and

1.4.2 is collateral to and conditional upon the execution of the *MOU*.

- 1.5 The terms of this deed are legally binding on the *parties*.

Effect of the MOU

- 1.6 The *parties* agree that:

1.6.1 the terms of the *MOU* are taken to be terms of this deed and are binding on the *parties*;

1.6.2 a breach of the *MOU* will be taken to be a breach of this deed.

- 1.7 If this deed imposes an obligation on a *party* which would result in that *party* breaching a term of the *MOU*, then:

1.7.1 the *MOU* will prevail to the extent of the inconsistency; and

1.7.2 compliance by that *party* with the *MOU* will not be taken to be a breach of this deed.

2. Approvals

WEC Meeting

- 2.1 *WEC* will convene a general meeting of its *members* entitled to vote under its constituent documents and the *RCA* as soon as practicable after the date of this deed.

- 2.2 At that meeting, the *members* will consider resolutions:

2.2.1 in accordance with section 17AEB(d) of the *RCA* to approve the *amalgamation* in principle; and

2.2.2 approve any other matters required to give effect to this deed and the *MOU*.

- 2.3 A draft form of the resolutions referred to in clause 2.2 to be put to the *members* of *WEC* is attached at Schedule 1.

WGC Meeting

- 2.4 Subject to approval being given under subclause 2.2, *WGC* will convene a general meeting of its *members* entitled to vote under its constituent documents and the *RCA* as soon as practicable after the date of the meeting of the *WEC members* referred to in clause 2.1.
- 2.5 At that meeting, the *members* will consider resolutions:
- 2.5.1 in accordance with section 17AEB(d) of the *RCA* to approve the *amalgamation* in principle;
 - 2.5.2 amend the constitution of *WGC* in accordance with the draft form of resolution set out in Schedule 2; and
 - 2.5.3 approve any other matters required to give effect to this deed and the *MOU*.
- 2.6 A draft form of the resolutions referred to in clause 2.5.1 to be put to *members* of *WGC* is contained in Schedule 2.

Application for Transfer

- 2.7 Within 10 *business days* of the meeting under clause 2.1 *WEC* will give to *WGC*:
- 2.7.1 a certified copy of the notice of meeting and minutes of the meeting; and
 - 2.7.2 certification that the notice of meeting and *MOU* have been displayed as required by the *RCA* and the *RCR*.
- 2.8 *WGC* will lodge the *amalgamation application* with the *Authority* as soon as reasonably practicable if approval is given by its *members* under clause 2.4.
- 2.9 *WEC* agrees to sign all documents and provide all information reasonably necessary for *WGC* to complete and lodge the *amalgamation application*.

3. Transfer of members

Resolutions regarding members

- 3.1 At the meeting under clause 2.2, the *members* of *WGC* will consider a resolution to amend the constituent documents of *WGC* (with effect from *completion*) to:
- 3.1.1 add the following classes of *members* under section 17AC(2) of the *RCA*:
 - (a) City Diggers Social Members;
 - (b) City Diggers Life Members; and
 - 3.1.2 permit all *members* of *WEC* who make application under this clause to be admitted as members of the *amalgamated club*.

Application for membership

- 3.2 As soon as practicable after provisional approval of the *amalgamation application* has been given by the *Authority*, *WGC* will send every *member* of *WEC* (who is not already a member of *WGC*) an invitation to become a *member* of the *amalgamated club* which includes the requirements for application for membership.
- 3.3 A *member* of *WEC* may accept the invitation by completing and returning the application for membership of the *amalgamated club* (in a class of membership for which they are eligible) to *WGC* prior to *completion*.
- 3.4 A *member* of *WEC* who applies for membership of the *amalgamated club* under this clause:
- 3.4.1 will have their name displayed on the noticeboard of *WGC* for at least 7 days and will not be admitted as a member of the *amalgamated club* until at least 14 days after receipt of their application for membership;
- 3.4.2 during the period set out in clause 3.4.1 will be a provisional member of *WGC*; and
- 3.4.3 subject to clause 3.4.1 and in accordance with section 30(2) of the *RCA*, will be admitted as a member of the *amalgamated club* on or before *completion*.
- 3.5 Members of *WEC* who become members of the *amalgamated club* will be given credit for any annual subscription of *WEC* up to the end of the current *financial year* of *WGC* in which *completion* takes place.

4. WEC's obligations

Obligations of WEC

- 4.1 On and from the date of this deed up to *completion* *WEC* must:
- 4.1.1 trade in the ordinary course of business and with due care and skill;
- 4.1.2 carry on its operations with normal and prudent practice using best endeavours to reduce losses and increase profitability;
- 4.1.3 provide *WGC* each month (or such other time as requested) any details of documents or data relating to the operation and financial position of *WEC*;
- 4.1.4 use its best endeavours to maintain and increase the value of the *assets*;
- 4.1.5 maintain the following insurance policies with a reputable insurer in Australia:
- (a) public liability insurance in the amount of not less than \$20 million for each single claim, and unlimited in aggregate;
- (b) property damage insurance to the full replacement value of all *assets* insurable under such a policy;

- (c) workers compensation insurance as required by law,
- 4.1.6 give WGC a copy of its certificate of currency for any insurance policy held under clause 4.1.5 on request;
- 4.1.7 immediately notify WGC of anything which may result in a claim on an insurance policy held under clause 4.1.5;
- 4.1.8 comply with any agreement to which it is a party;
- 4.1.9 comply with all applicable laws;
- 4.1.10 not do anything which may damage its reputation or the reputation of either WEC or WGC; and
- 4.1.11 not enter into any negotiations, discussions or communications with any other registered club with respect to a possible amalgamation with such a registered club.

Restrictions on WEC

- 4.2 On and from the date of this deed up to *completion* WEC must not, without the prior written consent of WGC (not to be unreasonably withheld):
 - 4.2.1 enter into, terminate or alter any term of any material contract, arrangement or understanding, including a lease, licence or easement in relation to its operation or otherwise;
 - 4.2.2 dispose of, lease, licence, mortgage, charge or otherwise encumber, or permit any encumbrance to arise, over any of its assets;
 - 4.2.3 incur any single debt or liability exceeding \$5,000;
 - 4.2.4 incur any contingent liabilities;
 - 4.2.5 vary, enter into, or exercise any option to renew an agreement;
 - 4.2.6 increase the level of debt of WEC beyond that existing as at the date of this deed other than debt incurred in the ordinary course of business of WEC;
 - 4.2.7 borrow money from any person;
 - 4.2.8 terminate the employment of any designated employee.

Acknowledgment

- 4.3 WEC and WGC will cause the respective General Managers of each of WEC and WGC to work collaboratively and in good faith up to *completion* so that there are not any unnecessary disruption to the operations of WEC, while recognising the need for WGC to preserve the certainty of the current trading position of WEC and the liabilities of WEC that WGC will be assuming under the MOU and this deed.

5. Co-operation between the clubs

Appointment of representatives

- 5.1 From the date of this deed until *completion* the *parties* will cause their respective General Managers to hold regular discussions about:
- 5.1.1 the management of *WEC* up to *completion*, including the matters in clause 4.1 and 4.2 ;
 - 5.1.2 the efficient transfer of the *assets, licence* and liabilities of *WEC* to *WGC*;
 - 5.1.3 management of the transfer of the *members* of *WEC* to *WGC* under this deed and the *MOU*; and
 - 5.1.4 any other matters considered necessary by the *parties*.

Good faith

- 5.2 Both *parties* agree to carry out all acts necessary to give effect to this deed and the *MOU* promptly and in good faith.

Access to WEC premises and records

- 5.3 From the date of this deed *WEC* will give *WGC* access to the *WEC premises* on reasonable notice, to:
- 5.3.1 inspect and copy any *records* of *WEC*;
 - 5.3.2 observe the operations of *WEC*; and
 - 5.3.3 access the computer systems and programs of *WEC*.

6. Due diligence

Conditions

- 6.1 *Completion* is subject to and conditional upon:
- 6.1.1 *WEC and WGC* making their *records* available to each other for inspection and copying by each other or their authorised representatives for the purposes of undertaking due diligence, within a reasonable request from either of them;
 - 6.1.2 *WEC* permitting *WGC* and its authorised representatives to enter and access any part of the *WEC premises* on request, in order to carry out inspections, surveys or other assessment of the *WEC premises* (provided that *WGC* must use reasonable endeavours not to unduly interfere with the trading activities of *WEC* on the *WEC premises*);
 - 6.1.3 *WEC and WGC* (as the case may be) signing all consents and applications (if necessary) to enable *WGC or WEC* to complete its due diligence; and

- 6.1.4 *WGC and WEC* each being satisfied (at its sole discretion) with the outcome of its legal, accounting, taxation, commercial, insurance and management due diligence investigations into *WEC and WGC* (as the case may be) and their businesses.

Rescission rights

- 6.2 If the conditions in clause 6.1 are not satisfied or waived by *WGC* (in relation to its rights) and by *WEC* (in relation to its rights) giving notice to the other (unless completion has already occurred) within 6 months of the date of this deed, either party may rescind this deed and the *MOU* without penalty to the other party.

7. Publicity

- 7.1 A *party* must not make any public announcement or statement relating to the *amalgamation* without the prior written consent of the other *party* (which must not be unreasonably withheld).

8. Confidentiality

- 8.1 A *party* must not, and must ensure that its employees, agents and contractors do not, disclose any *confidential information* of the other *party* to any person except:
- 8.1.1 as required to carry out its obligations under this deed and the *MOU*;
 - 8.1.2 if required by law;
 - 8.1.3 if the other *party* ceases to treat that information as being confidential; or
 - 8.1.4 with the prior written consent of the other *party*.
- 8.2 If this deed or the *MOU* is terminated, then a *party* must return or destroy any *confidential information* of the other *party* in its possession in any form, at the request of the other *party* except to the extent it is required to retain such a record for financial reporting purposes or under any law.

9. Liabilities

- 9.1 *WGC* will be responsible for and pay when due all debts and liabilities of *WEC*:
- 9.1.1 as at *completion*; and
 - 9.1.2 reasonably incurred after *completion* for the purposes of the winding up of *WEC*.

10. Transfer of assets

- 10.1 On the date of transfer of the *licence* of *WEC* to *WGC*, or as soon as practicable after that, *WEC* must do all things necessary to transfer to *WGC*:
- 10.1.1 all liabilities of *WEC* not paid by *WGC*; and

- 10.1.2 all *assets* of *WEC*.
- 10.2 On *completion*, *WEC* must give to *WGC* all statutory, membership and other *records* of *WEC* that it is not required to retain until winding up is completed.
- 10.3 On winding up of *WEC* it must give to *WGC* the balance of all *records* described in clause 10.2.

11. Dissolution of WEC

- 11.1 As soon as reasonably practicable after *completion*, or as otherwise agreed by the parties, *WEC* will:
 - 11.1.1 call a general meeting of its *members* entitled to vote under its constituent documents to consider and, if thought fit, pass the resolutions required for a members voluntary winding up of *WEC*; and
 - 11.1.2 carry out all acts necessary to effect such winding up after the approval of those *members* has been given.

12. Representations and warranties

- 12.1 Each *party* warrants and represents that it has full power and authority to enter into and perform its obligations under this deed and the *MOU*;
- 12.2 *WEC* warrants and represents that:
 - 12.2.1 the accounts which it has given to *WGC* before the execution of this deed contain all information necessary to give a true and fair view of its financial situation and state of affairs and are prepared in accordance with any applicable *accounting standard*;
 - 12.2.2 it has complied with all laws relating to payment of taxes and *employee entitlements*;
 - 12.2.3 each of the representations and warranties it has made in this deed and the *MOU* are correct; and
 - 12.2.4 all information that it has provided to the *WGC* is true and correct in all respects and is not misleading by omission of information.

13. Termination

- 13.1 A *party* may terminate this deed immediately by giving notice to the other *party* if:
 - 13.1.1 the *members* of either *party* do not approve the resolutions proposed under clause 2;
 - 13.1.2 the *Authority* does not approve the transfer of the *licence* of *WEC* to *WGC* within 12 months of the date of this deed;
 - 13.1.3 *completion* does not occur within 12 months of the date of this deed (or such longer period as agreed by the *parties*);

- 13.1.4 the other *party* is in breach of an obligation under this *deed* or the *MOU* and:
- (a) that breach is not capable of rectification; or
 - (b) the other *party* fails to rectify that breach within 10 *business days* of being given notice to do so; or
- 13.1.5 the other *party* suffers an *insolvency event*.
- 13.2 Termination of this deed by a *party* under clause 13.1.1, clause 13.1.2 or clause 13.1.3 is without penalty to either *party*.

14. Dispute resolution

- 14.1 A *party* must not commence proceedings in respect of a dispute arising under this deed or the *MOU* unless it has complied with this clause, except to seek urgent interlocutory relief.
- 14.2 A *party* claiming that there is a dispute must serve a notice on the other *party* to the dispute giving details of the dispute.
- 14.3 For 5 *business days* after service of the notice (or longer period if mutually agreed), the *parties* must use their best efforts to resolve the dispute by appointing a representative of each of the *parties* to negotiate a resolution in good faith.
- 14.4 If the dispute is not resolved under clause 14.3 or a longer period as agreed, the dispute must be referred for mediation at the request of any *party* to:
- 14.4.1 a mediator agreed by the *parties*; or
 - 14.4.2 if the parties are unable to agree, a mediator nominated by the President of the *Law Society* or the President's authorised nominee,
- in accordance with the mediation guidelines of the *Law Society* at the time (except as specifically varied by this clause).
- 14.5 A mediator cannot make a decision that is binding on any *party* unless all *parties* have agreed in writing.
- 14.6 Each *party* must bear its own costs of complying with this clause and the *parties* must bear the costs of the mediator equally.
- 14.7 If the dispute is not resolved within 30 *business days* after the appointment of a mediator, any *party* who is not in breach of this clause may terminate the mediation process by serving notice on the other parties and the mediator.
- 14.8 If notice is served in accordance with clause 14.7, any *party* may commence a *claim* or take any other action to resolve the dispute.
- 14.9 If a *party* breaches this clause, the other *party* may start a *claim* or take any other action in respect of the dispute at any time.

15. Notices

Form of notice

- 15.1 A notice must be:
- 15.1.1 in writing;
 - 15.1.2 signed by the *party* serving it; and
 - 15.1.3 served on a *party* at the address set out in clause 15.2 or as later notified in writing.
- 15.2 If the notice is sent to *WGC* it must be addressed as follows:
- Attention: Leigh Hingston, General Manager
- Address: 151-161 Corrimal Street, Wollongong NSW 2500
- Email:
- 15.3 If the notice is sent to *WEC* it must be addressed as follows:
- Attention: Mark Jordan
- Address: PO Box 85, Wollongong NSW 2500
- Email: mjordan@citydiggers.com.au

Method of service

- 15.4 Notices may be served by:
- 15.4.1 electronic transmission;
 - 15.4.2 pre-paid mail; or
 - 15.4.3 personal delivery.

Service of notices

- 15.5 Notice is sent by the sender and received by the receiver:
- 15.5.1 if the notice is hand delivered, upon delivery to the receiving *party*;
 - 15.5.2 if the notice is sent by facsimile or electronic transmission, upon the successful completion of the relevant transmission;
 - 15.5.3 if the notice is sent by pre-paid registered mail within Australia, 2 *business days* after the registration of the notice of posting.
- 15.6 A notice must be given between 9am and 5pm on a *business day* or it will be taken to have been received on the following *business day*.

16. General

Costs and expenses

- 16.1 Each *party* must pay its own legal and other costs and expenses relating to:
- 16.1.1 preparation and execution of this deed and the *MOU*; and
 - 16.1.2 effecting *completion*.
- 16.2 *WGC* must pay any stamp duty assessable in relation to this deed and the transfer of dutiable property (in the event the exemption contemplated is s.65(3) Duties Act does not provide relief.

Further assurances

- 16.3 Each *party* must do everything necessary to give full effect to this deed in good faith.

Applicable law

- 16.4 This deed is governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of that State.

Entire agreement

- 16.5 This deed and the *MOU* comprise the entire agreement between the *parties* in relation to the proposed amalgamation of the *parties* and supersede all previous agreements.

Counterparts

- 16.6 A *party* may execute this deed by signing any counterpart. All counterparts constitute one document when taken together.

Assignment

- 16.7 A *party* can not assign its rights under this deed or the *MOU*.

Variation

- 16.8 The *parties* can only vary a term of this deed if the variation is in writing and both parties sign and approval is given by the *members* of both parties in general meeting.

17. Definitions & interpretation

- 17.1 Unless otherwise indicated these terms mean:

accounting standard

means:

(a) the same thing as a reference to an accounting standard in the *Corporations Act*;

(b) if there is no standard under the *Corporations Act*, then the standard available from the Australian Accounting

	Standards Board; or
	(c) if there is no standard under (b) then the standard required by qualified auditor;
<i>amalgamated club</i>	<i>WGC</i> as the continuing club after <i>completion</i> ;
<i>amalgamation</i>	means the amalgamation of <i>WEC</i> and <i>WGC</i> in accordance with applicable law, this deed and the <i>MOU</i> ;
<i>amalgamation application</i>	an application for transfer of the <i>licence</i> held by <i>WEC</i> to <i>WGC</i> (including an application for provisional transfer) in accordance with section 60 of the <i>Liquor Act</i> ;
<i>asset</i>	includes cash, chattels, contractual rights, motor vehicles, stock in trade, plant, fixtures and fittings, real property, gaming machines and gaming machine entitlements, debtors, <i>intellectual property rights</i> , goodwill and all other property, tangible or intangible belonging to <i>WEC</i> at the time of <i>completion</i> ;
<i>Authority</i>	Independent Liquor and Gaming Authority;
<i>business day</i>	any day which is not a Saturday, Sunday or public holiday in Wollongong, NSW;
<i>claim</i>	any action, claim, suit, demand, proceedings, including any statutory procedure for the recovery of money;
<i>completion</i>	the day on which all of the following occur: (a) the <i>assets</i> and the <i>licence</i> of <i>WEC</i> are transferred to <i>WGC</i> ; and (b) the liabilities of <i>WEC</i> are paid by, or transferred to, <i>WGC</i> ;
<i>confidential information</i>	includes: (a) any information relating to any person, including <i>members</i> and <i>personnel</i> which is protected by <i>laws</i> relating to privacy; (b) financial information or internal management information; (c) marketing information including customer and supplier details and marketing plans; (d) trade secrets, know-how, plans, strategic plans or business operations or systems; (e) terms of agreements and arrangements; (f) information which is treated by the disclosing <i>party</i> as confidential; and (g) information which is capable of protection at <i>law</i> or equity as confidential information;

<i>Corporations Act</i>	means the <i>Corporations Act</i> (Cth) 2001;
<i>costs</i>	includes all loss, damage, costs, contributions and expenses, including legal costs and expenses incurred in commencing, defending or settling any <i>claim</i> ;
<i>employee entitlements</i>	the variable and fixed entitlements of the employees of <i>WEC</i> , including wages, annual leave, personal/ carer's leave, long service leave, superannuation or entitlements under any legislation;
<i>financial year</i>	1 July to 30 June (in the case of <i>WGC</i>) and 1 April to 31 March (in the case of <i>WEC</i>);
<i>insolvency event</i>	<p>means:</p> <p>(a) an application is made to a court for an order or an order is made that a <i>party</i> be wound up;</p> <p>(b) an application is made to a court for an order appointing a liquidator or provisional liquidator for a <i>party</i>;</p> <p>(c) a person is appointed as a liquidator or provisional liquidator for a <i>party</i>;</p> <p>(d) a <i>party</i> enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors;</p> <p>(e) a <i>party</i> proposes a reorganisation, moratorium or other administration involving a class of its creditors;</p> <p>(f) a <i>party</i> resolves to wind itself up, otherwise dissolve itself, gives notice of intention to do so or is otherwise wound up or dissolved;</p> <p>(g) a <i>party</i> is or states that it is unable to pay its debts when they fall due;</p> <p>(h) a <i>party</i> is taken to have failed to comply with a statutory demand; as a result of the operation of section 459F(1) of the <i>Corporations Act</i>,</p> <p>(i) a <i>party</i> takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a <i>party</i>; or</p> <p>(j) a person becomes an insolvent under administration as defined in section 9 of the <i>Corporations Act</i> or action is taken which could result in that event.</p> <p>It does not include something which happens under this clause if the <i>party</i> is solvent and on terms approved by the other <i>party</i> to effect <i>completion</i> (including the dissolution of</p>

	WEC under clause 11;)
<i>intellectual property rights</i>	includes all inventions, technical information, data, processes, computer programs, drawings, copyright, patents, trade marks and improvements;
<i>Law Society</i>	the Law Society of New South Wales or any body or authority which replaces it or exercises its functions;
<i>Liquor Act</i>	the <i>Liquor Act</i> (NSW) 2007;
<i>licence</i>	a licence granted under section 10 of the <i>Liquor Act</i> ;
<i>member</i>	a member of WGC, WEC or the <i>amalgamated club</i> , as the case may be, as shown in that club's register of members at the relevant time;
<i>month</i>	a calendar month;
<i>MOU</i>	the memorandum of understanding entered into by the <i>parties</i> on or about the date of this deed for the purposes of the <i>amalgamation</i> ;
<i>party</i>	each of WEC and WGC;
<i>personnel</i>	employees, contractors, officers and agents;
<i>RCA</i>	the <i>Registered Clubs Act</i> (NSW) 1976;
<i>RCR</i>	the <i>Registered Clubs Regulation</i> (NSW) 2009;
<i>records</i>	all original and copy records, sales brochures, financial records, clients and customer lists, member lists, register, documents, books, files, accounts, plans and correspondence and statutory records (whether in material or electronic form) belonging to or used by WEC in the conduct of WEC's business;
<i>WEC premises</i>	WEC's premises at 82 Church Street, Wollongong NSW; and
<i>WGC premises</i>	WGC's premises at 151-161 Corrimal Street, Wollongong NSW.

- 17.2 Unless otherwise indicated the following rules of interpretation apply:
- 17.2.1 headings are for convenience only and do not affect interpretation;
- 17.2.2 words importing the singular include the plural and conversely;
- 17.2.3 a word importing a gender includes the other gender;
- 17.2.4 a reference to a person includes an individual, partnership, a body corporate, a joint venture, an association (whether incorporated or not), a government and a government authority or agency;
- 17.2.5 a reference to a *party* is to a party to this deed, and includes its successors and permitted assigns;

- 17.2.6 a reference to a schedule or clause is to a schedule to, or clause of, this deed;
- 17.2.7 a reference to law or legislation includes any statutory amendments or replacement and any subordinate or delegated legislation;
- 17.2.8 a reference to a right or obligation of any 2 or more persons confers that right or imposes that obligation jointly and severally;
- 17.2.9 “include” and other forms of the word are not words of limitation; and
- 17.2.10 a reference to “\$” or “dollars” means Australian dollars and a reference to “payment” means payment in Australian dollars.

Schedule 1 – Resolutions to members of WEC

Ordinary Resolution 1

"That the members of The Wollongong Ex-Services Club Limited (A.C.N 001 003 854) ('WEC'):

1. approve in principle the amalgamation of WEC with Wollongong Golf Club Limited (A.C.N 000 740 983) ('WGC'), such amalgamation to be effected by:
 - 1.1 the continuation of WGC (as the amalgamated club)
 - 1.2 the dissolution of WEC;
 - 1.3 the transfer of WEC's assets to WGC; and
 - 1.4 the transfer of the Club licence of WEC to WGC; and
2. approve in principle the making of an application to the Independent Liquor and Gaming Authority for the transfer of the Club licence of WEC to WGC for the purpose of such an amalgamation."

Schedule 2 – Resolutions to members of WGC

Ordinary Resolution 1

"That the members of Wollongong Golf Club Limited (A.C.N 000 740 983) ('WGC')

1. approve in principle the amalgamation of WGC with The Wollongong Ex-Services Club Limited (A.C.N 001 003 854) ('WEC') with, such amalgamation to be effected by:
 - 1.1 the continuation of WGC (as the amalgamated club);
 - 1.2 the dissolution of WEC;
 - 1.3 the transfer of WEC's assets to WGC; and
 - 1.4 the transfer of the Club licence of WEC to WGC; and
2. approve in principle the making of an application to the Independent Liquor and Gaming Authority for the transfer of the Club licence of WEC to WGC for the purpose of such an amalgamation."

Special Resolution 1 (to be put to the meeting if Ordinary Resolution 1 is passed)

"That on the date on which the Independent Liquor and Gaming Authority transfers the Club Licence LIQC300244245 of The Wollongong Ex-Services Club Limited (A.C.N 001 003 854) to Wollongong Golf Club Limited (A.C.N 000 740 983) ('WGC'), the Constitution of WGC be amended as follows:

1. Amend Rule 6 by inserting a new sub-rule '(j)'

'(j) City Diggers Social Member'
2. Amend Rule 7 by inserting a new sub-rule '(9A)'

'(9A) **City Diggers Social Member**

 - (a) Any person who:
 - (i) makes application and is admitted as a full member of the Club in accordance with the Deed of Amalgamation between the Club and Wollongong Ex-Services Club Limited (A.C.N 001 003 854) ('WEC'); and
 - (ii) is a financial full member but not a life member of WEC (as defined in the Registered Clubs Act) and whose name is entered into the register of members of WEC, on the date of the transfer of the Club Licence LIQC300244245 of WEC ('Club Licence') to the club by the Independent Liquor and Gaming Authority.
 - (b) Notwithstanding anything to the contrary in the Rules, a City Diggers Social Member will not be required to be proposed or seconded for membership of the club and the provisions of Rule 12(2) shall not apply to any such application for membership.
 - (c) City Diggers Social Members will be given credit for any annual subscription paid in respect of their membership of WEC up to the end of the current financial year of the Club in which the Club Licence of WEC was transferred to the Club.
 - (d) City Diggers Social Members are entitled to the same rights as a social member (see Rule 7(9)) except that a City Diggers Social Member will be entitled:
 - (i) to nominate for and be elected to hold office on the board of directors of the club as a City Diggers Director; and

- (ii) propose, second or nominate any eligible person for office on the board of directors of the club as a City Diggers Director.'

3. Delete Rule 8 and replace with:

'8 Life Members

(1) Life membership will consist of the following classes:

- (a) Golfing Life Member; and
- (b) City Diggers Life Member.

Golfing Life Member

- (2) Any ordinary member, who has been an ordinary member for at least 5 years and has rendered exceptional service to the club can be elected as a Golfing Life Member.
- (3) A nomination for a Golfing Life Member must be made in writing by not less than 2 full playing members or life members and submitted to the board for consideration and recommendation prior to a general meeting.
- (4) The election must be by secret ballot
- (5) Subject to these rules a Golfing Life Member is a member of the club for the life of that member and has all the rights which a playing member has under these rules.
- (6) A Golfing Life Member is not required to pay an annual subscription or other payment for life membership.

City Diggers Life Member

- (7) Any person who:
 - (a) makes application and is admitted as a full member of the club in accordance with the Deed of Amalgamation between the club and WEC; and
 - (b) is a life member (as defined in the Registered Clubs Act) of WEC and whose name is entered into the register of members of WEC, on the date of the transfer of the Club Licence of WEC to the club by the Independent Liquor and Gaming Authority.
- (8) City Diggers Life Members have the right to:
 - (i) attend and vote at general meetings of the club;
 - (ii) introduce guests to the club;
 - (iii) any social, facilities and amenities privileges afforded to a 'City Diggers Life Member' set out in the by-laws or otherwise determined by the board from time to time; and
 - (iv) will only be required to pay to the club the minimum annual subscription prescribed by the Registered Clubs Act.'
- (9) Subject to these Rules a City Diggers Life Member is a member of the club for the life of that member.'

4. Insert a new Rule 27A:

'27A. Transitional Provision: City Diggers Directors

Despite anything else in Rules 28, 29, 31 or 32 (and with the terms of this Rule prevailing should there be any contrary intention expressed in said Rules 28, 29, 31 or 32):

- (a) From the date that this Rule commences:
- (i) 2 of the existing directors of the board will vacate their office;
 - (ii) the board must call for nominations from City Diggers Social Members to fill the vacancies;
 - (iii) the board must appoint 2 City Diggers Social Members ('City Diggers Directors') to fill the casual vacancies, provided that there are sufficient eligible nominations, failing which the positions will be left vacant;
 - (iv) the appointment of the City Diggers Directors must be confirmed by ordinary resolution of the members entitled to vote at the next Annual General Meeting;
 - (v) upon confirmation, those directors will hold office for the remaining period of the director who vacated under Rule 27A(a)(i);
 - (vi) any subsequent casual vacancy in the office of a City Diggers Director (including where lack of the required confirmation under Rule 27A(iv) creates such vacancy) is to be filled by a City Diggers Social Member unless there are no nominations, in which case the vacancy can be filled by any full playing member of the club;
 - (vii) after the term of the City Diggers Directors appointed under Rule 27A(a)(iii) and confirmed (or any subsequent casual vacancy to fill that position) has expired, the City Diggers Directors will be elected in accordance with clause 29 and they will hold office in accordance with Rule 28(3).
- (b) On the date that is 5 years from the date this Rule commences:
- (i) both of the positions of the City Diggers Directors will be automatically vacated and will constitute casual vacancies;
 - (ii) the board may only appoint a full playing member of the club to fill either or both of the casual vacancies until the next Annual General Meeting;
- (c) On and from the next Annual General Meeting after the date that is 5 years from the date that this Rule commences there will no longer be a designated class of City Diggers Director on the board.'

5. Rule 28(4) is amended by inserting '(except in respect of a City Diggers Director, in which case clause 27A will apply)' at the end of the first sentence.

6. Rule 29(1) is amended by inserting after 'directors', '(other than City Diggers Directors, in which case Rule 29(1A) will apply in respect of requirements for nominations)'.

7. Insert a new Rule 29(1A):

'Nominations of candidates for election as City Diggers Directors must be:

- (a) made in writing and signed by 2 City Diggers Social Members; and

- (b) delivered to the secretary not less than 21 days before the date fixed for the holding of the annual general meeting at which the election is to take place.'

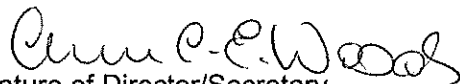
Signing Page

Executed as a deed

Executed by Wollongong Golf Club Limited (ACN 000 740 983) under section 127 of the Corporations Act by:


Signature of Director

ADAM GOWINGS - PRESIDENT
Name of Director (Please print)

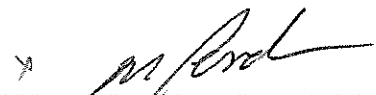

Signature of Director/Secretary
(Please delete as applicable)

ANN WOODS
Name of Director/Secretary*
(Please print)

Executed by The Wollongong Ex-Services Club Limited (ACN 001 003 854) under section 127 of the Corporations Act by:

x 
Signature of Director

Richard J Young
Name of Director (Please print)

x 
Signature of Director/Secretary
(Please delete as applicable)

MARK JORDAN
Name of Director/Secretary*
(Please print)