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MEMORANDUM OF UNDERSTANDING

DATED 9 DECEMBER 2019.

PARTIES

WARILLA BOWLS & RECREATION CLUB LIMITED
ACN 000 984 145

AND

CORRIMAL BOWLING CLUB LIMITED
ACN 001 063 476

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ABN 82 680 297 642

This Memorandum of Understanding is made on 9 DECEMBER 2019.

BETWEEN

WARILLA BOWLS & RECREATION CLUB LIMITED (ACN 000 984 145) of Jason Avenue Barrack Heights New South Wales 2528 (**Warilla Bowls Club**).

and

CORRIMAL BOWLING CLUB LIMITED (ACN 063 476) of Francis Street Corrimal New South Wales 2518 (**Corrimal Bowling Club**).

BACKGROUND

- (A) Warilla Bowls Club and Corrimal Bowling Club both operate registered clubs in New South Wales.
- (B) Warilla Bowls Club called for expressions of interest in amalgamation from clubs within a radius of 50 kilometres of Warilla Bowls Club by way of ClubsNSW Circular (Circular No: 19-093) published on 9 October 2019.
- (C) Corrimal Bowling Club is within fifty (50) kilometres of Warilla Bowls Club.
- (D) On 14 October 2019, Corrimal Bowling Club submitted an expression of interest to Warilla Bowls Club.
- (E) Warilla Bowls Club has accepted the expression of interest from Corrimal Bowling Club and, following further negotiation, Warilla Bowls Club and Corrimal Bowling Club have agreed to the terms set out in this Memorandum.
- (F) Warilla Bowls Club and Corrimal Bowling Club propose to amalgamate the two clubs (subject to the approval of the Authority and subject to the terms of this Memorandum) in accordance with the provisions of this Memorandum, the RCA, the Regulations, the Liquor Act and the Corporations Act.

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Memorandum unless the context otherwise requires:

- (a) **"Advisory Committee"** means the Advisory Committee referred to in clause 5.5.
- (b) **"Amalgamated Club"** mean the amalgamated registered club of Warilla Bowls Club and Corrimal Bowling Club, the corporate vehicle of which will be Warilla Bowls Club;
- (c) **"Amalgamation"** means the amalgamation of the Clubs in accordance with this Memorandum;
- (d) **"Amalgamation Application"** means the provisional application for the transfer of Corrimal Bowling Club's Liquor Licence to Warilla Bowls Club pursuant to Sections 60(6) and (7) of the Liquor Act by Warilla Bowls Club and Corrimal Bowling Club;

- (e) **"Assets"** means all of the goodwill, land, personal property, equipment, stock, intellectual property, poker machine entitlements, poker machines and all other property, tangible or intangible belonging to Corrimal Bowling Club at the time of Completion of the Amalgamation;
- (f) **"Authority"** means the Independent Liquor and Gaming Authority;
- (g) **"Claim"** means any claim, notice, demand, debt, account, action, expense, cost, lien, liability proceeding, litigation, investigation or judgement of any nature, whether known or unknown;
- (h) **"Clubs"** means both Warilla Bowls Club and Corrimal Bowling Club;
- (i) **"Completion of the Amalgamation"** means the day on which:
 - (i) the Final Order is granted and Corrimal Bowling Club's Liquor Licence is transferred to Warilla Bowls Club; and
 - (ii) the Assets, Debts and Liabilities of Corrimal Bowling Club are transferred to Warilla Bowls Club, as referred to in clause 15.1;
 - (iii) Corrimal Bowling Club's members become members of Warilla Bowls Club and all members of Corrimal Bowling Club and Warilla Bowls Club become members of the Amalgamated Club;
 - (iv) Warilla Bowls Club takes over responsibility for the management and control of the Corrimal Bowling Club Premises.
- (j) **"Confidential Information"** means all information relating to a party, its business, employees or suppliers which is or might reasonably be considered by the other party to be confidential and which is not in the public domain, including all financial data and information relating to a party, business plans, unpublished financial accounts, data and reports, supply lists and information relating to the business of a party's suppliers;
- (k) **"Corporations Act"** means the Corporations Act 2001 (Commonwealth), and the Regulations made thereunder;
- (l) **"Corrimal Bowling Club Premises"** means Corrimal Bowling Club's premises located at Francis Street Corrimal New South Wales 2518;
- (m) **"Corrimal Bowling Club's Secretary Manager"** means the individual who fulfils the Secretary or Secretary Manager's role at Corrimal Bowling Club;
- (a) **"Debts"** means the accumulated debts of Corrimal Bowling Club at the time of Completion of the Amalgamation;
- (b) **"EBITDARD"** means earnings before interest, taxes, depreciation, amortisation, rent and donations;
- (c) **"Final Order"** means the final order pursuant to Section 60(8) of the Liquor Act by the Authority whereby Corrimal Bowling Club's Liquor Licence will be transferred to Warilla Bowls Club;
- (d) **"Gaming Machines Act"** means the Gaming Machines 2001 (NSW) and the Regulations made thereunder;

- (e) **"GST" means** Goods and Services Tax under A New Tax System (Goods and Services Tax) Act 1999;
- (f) **"Liabilities"** means all liabilities, losses, damages, outgoing, costs and expenses of Corrimal Bowling Club (whatever description) at the time of Final Order;
- (g) **"Liquor Act"** means the Liquor Act 2007 (NSW) and the Regulations made thereunder;
- (h) **"Liquor Licence"** means the club licence issued to a registered club under the *Liquor Act*;
- (i) **"Memorandum"** means this Memorandum of Understanding;
- (j) **"Order"** means the conditional grant of the Amalgamation Application by the Authority pursuant to Section 60(7) of the Liquor Act;
- (k) **"Party"** means the respective management and Board of Directors of Corrimal Bowling Club and Warilla Bowls Club;
- (l) **"Records"** means all original and copy records, sales brochures and catalogues, lists of clients, documents, books, files, accounts, plans and correspondence belonging to or used by Corrimal Bowling Club in the conduct of Corrimal Bowling Club business including but not limited to corporate, accounting and statutory records;
- (m) **"Regulations"** mean the Regulations to the RCA;
- (n) **"RCA"** means the Registered Clubs Act 1976 (NSW) and the Regulations made thereunder;
- (o) **"Warilla Bowls Club's CEO"** means the individual who fulfils the Secretary or Secretary Manager's role at Warilla Bowls Club;
- (p) **"Warilla Bowls Club Premises"** means Warilla Bowls Club's premises located at Jason Avenue, Barrack Heights, New South Wales 2528;
- (q) **"Year"** means a period of twelve (12) months commencing on the anniversary of the date of the Final Order and concluding on the day immediately before the next anniversary date of the Final Order.

1.2 In this Memorandum unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person, trust, partnership, joint venture, association, corporation, organisation, society, firm, authority or other entity includes any of them;
- (e) a reference to any legislation or provision of legislation includes all

amendments, consolidations or replacements and all regulations or instruments issued under it;

- (f) a reference to a Party to a document includes that Party's successors, permitted assigns, administrators and substitutes;
- (g) an agreement on the part of 2 or more persons binds them jointly and severally;
- (h) a reference to a notice from, consent or approval of a Party and agreement between the Parties for the purposes of this Deed means a written notice, consent, approval or agreement;
- (i) mentioning anything after 'include', 'includes' or 'including' does not limit what else might be included; and
- (j) a reference to "dollars" or "\$" is to Australian currency.

2. EACH CLUB'S POSITION REGARDING THE PROPOSED AMALGAMATION

- 2.1 Warilla Bowls Club and the Corrimal Bowling Club agree to amalgamate in accordance with this Memorandum, the RCA, the Regulations, the Liquor Act and the Corporations Act.
- 2.2 The Amalgamation is intended to preserve and where possible enhance the existing facilities and amenities of both Clubs.
- 2.3 The amalgamation will be effected by the continuation of Warilla Bowls Club and the dissolution of the Corrimal Bowling Club.

Process for Amalgamation

- 2.4 The process for the amalgamation will be as follows:
 - (a) The Clubs entering into this Memorandum; and
 - (b) The members of Corrimal Bowling Club and Warilla Bowls Club will be asked to approve the amalgamation at separate general meetings of the ordinary members of each club. These meetings will be called and held in the manner referred to in clause 13 below;
 - (c) The members of Warilla Bowls Club will be asked to approve (by special resolution) amendments to Warilla Bowls Club's Constitution in the manner provided for in clause 13.5 below.
 - (d) Once the approvals in paragraphs (b) and (c) have been obtained, the Amalgamation Application will then be made. The Amalgamation Application will be made in the manner referred to in clause 14 below;
 - (e) After the Amalgamation Application is granted and on the date of the Final Order:
 - (i) The Assets, Debts and Liabilities will be transferred to Warilla Bowls Club in the manner referred to in clause 16 below;

- (ii) Subject to clause 13.7, all members of Corrimal Bowling Club will, with their consent, be admitted as members of Warilla Bowls Club and will be identified as a separate class of ordinary membership called "Corrimal Bowling Club members". This will occur in accordance with the procedure set out in clause 13.5 below (that is, the category of membership will be inserted into Warilla Bowls Club's Constitution pursuant to the Special Resolution referred to in that clause);
- (iii) Employees of Corrimal Bowling Club who are requisite to the needs of the Amalgamated Club after Completion of the Amalgamation will be offered employment with the Amalgamated Club and if those offers of employment are accepted, they will become employees of the Amalgamated Club.
- (iv) After Completion of the Amalgamation, Warilla Bowls Club will continue as the body corporate of the Amalgamated Club;
- (f) From Completion of the Amalgamation, the Corrimal Bowling Club Premises will become additional licensed premises of Warilla Bowls Club and will be available to all members of the Amalgamated Club. The Corrimal Bowling Club Premises will be operated in the manner set out in clauses 3, 4 and 5 below;
- (g) After Completion of the Amalgamation, Corrimal Bowling Club will be liquidated or otherwise voluntarily deregistered in the manner referred to in clause 16 below.

Due Diligence

- 2.5 Corrimal Bowling Club may, at its own expense, undertake a due diligence review of Warilla Bowls Club's financial position.
- 2.6 Warilla Bowls Club may, at its own expense, undertake a due diligence review of Corrimal Bowling Club's financial position and operations.
- 2.7 Each Club will, if required, provide a list of information (including, but not limited to, details of their Assets, Debts and Liabilities) and assistance to the other Club in order for the other Club to properly carry out and complete the due diligence review.

3. THE MANNER IN WHICH THE PREMISES AND OTHER FACILITIES OF THE CORRIMAL BOWLING CLUB WILL BE MANAGED AND THE DEGREE OF AUTONOMY THAT WILL BE PERMITTED IN THE MANAGEMENT OF THE CORRIMAL BOWLING CLUB PREMISES AND FACILITIES **[Regulations – Clause 7(2)(a)]**

- 3.1 The Corrimal Bowling Club Premises will become additional premises of Warilla Bowls Club.
- 3.2 The Amalgamated Club will operate and trade from the Warilla Bowls Club Premises and the Corrimal Bowling Club Premises.
- 3.3 The Board of Warilla Bowls Club will be the Board of the Amalgamated Club.
- 3.4 Warilla Bowls Club will take over responsibility and control of the Corrimal Bowling Club Premises with effect from Completion of the Amalgamation.

3.5 For the purposes of the RCA:

- (a) Warilla Bowls Club's CEO will be the Secretary and Chief Executive Officer of the Amalgamated Club and be responsible for the Corrimal Bowling Club Premises; and
- (b) The Amalgamated Club will appoint a venue manager (but not an approved manager under the Liquor Act) for the Corrimal Bowling Club Premises (**CBC Venue Manager**). Corrimal Bowling Club's Secretary Manager (as at the date of this Memorandum) will be offered employment as the CBC Venue Manager on terms no less favourable than the terms of his employment with Corrimal Bowling Club as at the date of this Memorandum and if he accepts that offer of employment he will be employed as the CBC Venue Manager with effect from Completion of the Amalgamation. .

4. A LIST OF THE TRADITIONS, AMENITIES AND COMMUNITY SUPPORT THAT WILL BE PRESERVED OR CONTINUED BY THE AMALGAMATED CLUB
[Regulations – Clause 7(2) (b)]

- 4.1 The traditions, amenities, culture, bowling facilities, bowling activities and memorabilia of Corrimal Bowling Club will be maintained by the Amalgamated Club at the Corrimal Bowling Club Premises. For the avoidance of doubt, the parties acknowledge and agree that the memorabilia of the Corrimal Bowling Club may be displayed in its present form or in an electronic form.
- 4.2 The Amalgamated Club will continue to support the community that was supported by Corrimal Bowling Club (as at the date of this Memorandum) and it will explore opportunities to expand community support.

5. INTENTIONS REGARDING THE FUTURE DIRECTION OF THE AMALGAMATED CLUB
[Regulations – Clause 7(2) (c)]

- 5.1 The future direction of the Amalgamated Club will be subject to the overall strategic plan of the Amalgamated Club and its finances. However, Warilla Bowls Club will operate the Amalgamated Club and the Corrimal Bowling Club Premises in accordance with this clause 5.

Amalgamated Club Premises

- 5.2 The Amalgamated Club will operate and trade from the Warilla Bowls Club Premises and the Corrimal Bowling Club Premises.

Corrimal Bowling Club Premises

- 5.3 The Corrimal Bowling Club Premises will continue to trade as and be promoted as "Corrimal Bowling Club". However, in consultation with the Advisory Committee, the trading name of the Corrimal Bowling Club Premises may change in the future.
- 5.4 Subject to clauses 10 and 11, Warilla Bowls Club intends to:
 - (a) maintain the Corrimal Bowling Club Premises and carry on the business of a licensed registered club under the RCA and the Liquor Act at the Corrimal Bowling Club Premises with all the facilities and amenities of a registered club; and

- (b) operate the Corrimal Bowling Club Premises as a successful and well supported local based sporting and community club;
- (c) undertake necessary capital works at the Corrimal Bowling Club Premises with the nature, budget and timeframe of the works to be determined by the Board of the Amalgamated Club in consultation with the Advisory Committee;
- (d) use its best endeavours to ensure that the Corrimal Bowling Club Premises is the local venue of choice in Corrimal and its surrounding areas;
- (e) improve trading at the Corrimal Bowling Club Premises;
- (f) seek to enhance the social facilities, services, amenities and activities at the Corrimal Bowling Club Premises;
- (g) maintain and where possible enhance, the existing bowling activities at the Corrimal Bowling Club Premises;
- (h) maintain at least two (2) bowling greens at the Corrimal Bowling Club Premises.

Advisory Committee

5.5 The Board of the Warilla Bowls Club will create the Advisory Committee in respect of the Corrimal Bowling Club Premises and the following shall apply in respect of the Advisory Committee:

- (a) The Advisory Committee will initially be made up of:
 - (i) the CBC Venue Manager; and
 - (ii) the existing directors of Corrimal Bowling Club who, as at the date of Completion of the Amalgamation, have given written consent to Warilla Bowls Club to be members of the Advisory Committee

(First Advisory Committee);

- (b) The First Advisory Committee shall hold office until the first election of the Advisory Committee. The first election of the Advisory Committee will be held on or before the date of Warilla Bowls Club's Annual General Meeting in 2021. The exact date of the first election of the Advisory Committee will be determined by the Board of the Amalgamated Club;
- (c) With effect from the first election of the Advisory Committee, the Advisory Committee will comprise of five (5) members being:
 - (i) the CBC Venue Manager; and
 - (ii) four (4) Corrimal Bowling Club members being:
 - (1) two (2) Bowling Members of Corrimal Bowling Club as at the Completion of the Amalgamation; and
 - (2) two (2) Associate Bowling Members of Corrimal Bowling Club as at the Completion of the Amalgamation; and

elected in accordance with the terms set out in this Memorandum.

- (d) The Advisory Committee will have its own set of rules governing the roles, responsibilities and operations of the Advisory Committee;
- (e) The Advisory Committee will meet at such intervals as may be determined by the Advisory Committee from time to time.
- (f) The Advisory Committee may make recommendations to the Board and/or management of the Amalgamated Club regarding the following matters:
 - (i) the operations of the Corrimal Bowling Club Premises; and
 - (ii) ClubGRANTS to be made by the Amalgamated Club that are attributable to the Corrimal Bowling Club Premises;
 - (iii) membership matters at the Corrimal Bowling Club Premises;
 - (iv) the operation of the bowling activities at Corrimal Bowling Club.
- (g) The Advisory Committee will not have any governance or management powers in the Amalgamated Club (except if specifically delegated to it by resolution of the Board) and it shall be subject to the overall control and direction of the Board and management of the Amalgamated Club.
- (h) The Advisory Committee may be required to provide reports to the Board of the Amalgamated Club.
- (i) The Advisory Committee will be elected biennially on such date or dates as may be determined by the Board of the Amalgamated Club in consultation with the Advisory Committee.
- (j) The Advisory Committee will be elected by Corrimal Bowling Club members who were either Bowling members or Associate Bowling members of Corrimal Bowling Club as at the Completion of the Amalgamation;
- (k) The Advisory Committee shall be in force and effect for at least five (5) years after Completion of the Amalgamation.
- (l) Warilla Bowls Club's CEO (or his delegate) shall be entitled to attend and participate in all meetings of the Advisory Committee but will not have any voting rights at that meeting.
- (m) The Board of Warilla Bowls Club will adopt By-laws which give effect to the matters set out in this clause.

Bowling Activities and Bowling Sub-Clubs

- 5.6 Warilla Bowls Club intends for the Amalgamated Club to create a men's bowling sub-club and a women's bowling sub-club to conduct and administer bowling at the Corrimal Bowling Club Premises on behalf of the Amalgamated Club.
- 5.7 It is intended that the bowling sub-clubs will:
- (a) have their own rules, committees and members; and

- (b) be authorised to operate a bank account;
- (c) continue using their existing names and insignia;
- (d) elect their own committees;
- (e) be eligible to affiliate with such bodies controlling bowls in New South Wales on such terms and conditions (not inconsistent with the Constitution of the Warilla Bowls Club or the RCA) as such controlling bodies may from time to time require;
- (f) be created with the persons referred to in clause 13.7 recognised as life members of the relevant sub-club.

5.8 The Amalgamated Club will allocate an annual budget in relation to the bowling greens and bowling activities at the Corrimal Bowling Club Premises. The annual budget will be determined by the Board of the Amalgamated Club after discussions with the bowling sub-clubs and the Advisory Committee. The annual budget will cover:

- (a) all relevant insurances applicable to the bowling sub-clubs and their activities; and
- (b) all relevant fees payable to relevant associations in respect of the bowling sub-clubs' activities;
- (c) all relevant trophies, prizes and prize money for bowling competitions and events and the recoupment of competition fees;
- (d) all relevant costs for the maintenance and repair of the bowling greens.

Other Sub Clubs

5.9 If, at the date of this Memorandum, there are any sub-clubs at Corrimal Bowling Club (other than the bowls sub-clubs referred to above), the Board of the Amalgamated Club will allow those sub-clubs to continue to exist provided all members of those sub clubs become members of Warilla Bowls Club.

6. THE EXTENT TO WHICH THE EMPLOYEES OF THE AMALGAMATED CLUB WILL BE PROTECTED [Regulations – Clause 7(2) (d)]

- 6.1 As part of the Amalgamation, Corrimal Bowling Club will be wound up/liquidated. As part of the winding up/liquidation of Corrimal Bowling Club, the employment of all Corrimal Bowling Club's employees by Corrimal Bowling Club would otherwise come to an end.
- 6.2 Prior to the Completion of the Amalgamation, and subject to clause 3.5(b), Warilla Bowls Club will undertake a review of the staffing requirements at the Corrimal Bowling Club Premises and it will only make offers of employment to those employees of Corrimal Bowling Club that are requisite to the needs of the Amalgamated Club after Completion of the Amalgamation.
- 6.3 Subject to clause 3.5(b), the offers of employment:

- (a) will be effective from the Completion of the Amalgamation; and
 - (b) will, subject to clause 3.5 (b) and subclause (c) below, be on the same terms and conditions presently offered by Warilla Bowls Club to employees of Warilla Bowls Club in similar roles provided that it does not result in any employee of Corrimal Bowling Club receiving lesser benefits than they presently receive from Corrimal Bowling Club;
 - (c) may result in some employees of Corrimal Bowling Club being offered different roles with the Amalgamated Club and/or having different titles, duties, responsibilities, hours of work, place of work and times of work with the Amalgamated Club.
- 6.4 Any employee of Corrimal Bowling Club who receives and accepts an offer of employment with Warilla Bowls Club will receive continuity of employment and their accrued entitlements will be honoured by Warilla Bowls Club.
- 6.5 Any employee of Corrimal Bowling Club who does not receive an offer of employment from Warilla Bowls Club or who receives but does not accept an offer of employment with Warilla Bowls Club will be paid their full entitlements when their employment with Corrimal Bowling Club comes to an end.

7. INTENTIONS REGARDING THE FOLLOWING ASSETS OF CORRIMAL BOWLING CLUB:

- 1. ANY CORE PROPERTY;
- 2. ANY CASH OR INVESTMENTS;
- 3. ANY POKER MACHINE ENTITLEMENTS

[Regulations – Clause 7(2) (e)]

Core Property

- 7.1 For the purposes of the RCA, the Corrimal Bowling Club Premises is the “core property” of the Corrimal Bowling Club.
- 7.2 Warilla Bowls Club will retain the core property of the Corrimal Bowling Club and operate the Amalgamated Club in the manner referred to in clause 5.

Cash and Investments

- 7.3 The cash and investments (if any) of the Corrimal Bowling Club will be transferred (in accordance with clause 16) to the general reserves of the Amalgamated Club.

Poker Machine Entitlements

- 7.4 Corrimal Bowling Club has sixteen (16) gaming machine entitlements and those gaming machine entitlements will be retained at Corrimal Bowling Club Premises after the Completion of the Amalgamation.
- 7.5 As soon as reasonably practicable after Completion of the Amalgamation and subject to obtaining the necessary approvals from the Authority, Warilla Bowls Club will, at a minimum, transfer an additional fifteen (15) gaming machine entitlements to the Corrimal Bowling Club Premises so that thirty one (31) gaming machine entitlements are held in respect of the Corrimal Bowling Club Premises after Completion of the Amalgamation.

- 7.6 Warilla will, after it has assessed the performance of the additional fifteen (15) gaming machine entitlements referred to in clause 7.5 above, consider and review the viability of transferring up to an additional eighteen (18) gaming machine entitlements from its premises to Corrimal Bowling Club Premises

8. RISKS OF NOT PRESERVING CORRIMAL BOWLING CLUB'S CORE PROPERTY AND HOW THOSE RISKS ARE TO BE ADDRESSED
[Regulations – Clause 7(2)(E1)]

- 8.1 Subject to clauses 9, 10 and 11, the Amalgamated Club will not dispose of the core property of Corrimal Bowling Club during the first three (3) years after Completion of the Amalgamation.
- 8.2 The risks of the Amalgamated Club not meeting the intentions of the parties in preserving the core property of Corrimal Bowling Club are those set out in clause 10.4.
- 8.3 If the risks (or any of them) in clause 10.4 are realised during the first three (3) years after the Completion of the Amalgamation, clause 8.1 and section 17A1 of the RCA will prevent the Amalgamated Club from disposing the core property.
- 8.4 If the risks (or any of them) in clause 10.4 are realised after the first three (3) years after Completion of the Amalgamation, the Amalgamated Club will use its best endeavours to find ways to address those risks so that the disposal of core property will be considered only after all other ways have been exhausted and provided the disposal is in accordance with the RCA.

9. DISPOSAL OF CORRIMAL BOWLING CLUB'S MAJOR ASSETS
[Regulations – Clause 7(2)(E2)]

- 9.1 For the purposes of the RCA, the Corrimal Bowling Club Premises (including the bowling greens) are the "core property" of Corrimal Bowling Club.
- 9.2 Subject to clauses 9, 10 and 11 of this Memorandum, the Amalgamated Club will not dispose of the major assets of Corrimal Bowling Club during the first three (3) years after Completion of the Amalgamation.

10. THE CIRCUMSTANCES THAT WOULD PERMIT THE AMALGAMATED CLUB TO CEASE TRADING ON THE PREMISES OF THE CORRIMAL BOWLING CLUB OR TO SUBSTANTIALLY CHANGE THE OBJECTS OF THE CORRIMAL BOWLING CLUB
[Regulations – Clause 7(2) (F)]

- 10.1 Warilla Bowls Club does not intend to:
- (a) cease trading from the Corrimal Bowling Club Premises; or
 - (b) substantially change the objects of the Corrimal Bowling Club Premises; or
 - (c) cease the bowling activities conducted at the Corrimal Bowling Club Premises.
- 10.2 Warilla Bowls Club intends to operate the Amalgamated Club in the manner referred to in clause 5.

- 10.3 However, for the purposes of clause 7(2) (f) of the Regulations, Warilla Bowls Club and Corrimal Bowling Club are required to agree to the matters set out in clause 10.4.
- 10.4 For the purposes of clause 7(2)(f) of the Regulations, Warilla Bowls Club and Corrimal Bowling Club have agreed that the Amalgamated Club would either cease trading from, change the objects of or cease the bowling activities at the Corrimal Bowling Club Premises in the following circumstances:
- (a) subject to clause 11, if it is not financially viable for the Amalgamated Club to continue to trade from or continue the bowling activities at the Corrimal Bowling Club Premises; or
 - (b) upon the order of any Court or body with jurisdiction to administer the laws in relation to liquor, gaming and registered clubs;
 - (c) upon the lawful order of any government authority;
 - (d) if the Corrimal Bowling Club Premises are destroyed or partially destroyed by fire, floods, storms etc and one or both of the following apply:
 - (i) it is not lawful for a licensed club to be operated at the Corrimal Bowling Club Premises; and/or
 - (ii) any insurance payment from a resulting insurance claim is not sufficient to cover all of the costs related to the re-instatement or the re-building of an acceptable club house (which shall be determined by the Board of the Amalgamated Club in its absolute discretion) at the Corrimal Bowling Club Premises.
- 10.5 For the purposes of clauses 10 and 11, the Corrimal Bowling Club Premises will not be financially viable if, in any twelve (12) month period (commencing after the five (5) year period referred to in clause 11.4), the EBITARD percentage for the Corrimal Bowling Club Premises is ten per cent (10%) or less with such EBITARD percentage to be determined by an independent company auditor.

11. AN AGREED PERIOD OF TIME BEFORE THE AMALGAMATED CLUB WILL CEASE TRADING FROM THE CORRIMAL BOWLING CLUB PREMISES OR SUBSTANTIALLY CHANGE THE OBJECTS OF THE CORRIMAL BOWLING CLUB PREMISES

[Regulations – Clause 7(2) (G)]

- 11.1 Warilla Bowls Club does not intend to cease trading from the Corrimal Bowling Club Premises. Warilla Bowls Club intends to operate the Amalgamated Club in the manner referred to in clause 5 and would only cease to do so in the circumstances referred to in clause 10.
- 11.2 The objects of Warilla Bowls Club will become the objects of Corrimal Bowling Club with effect from Completion of the Amalgamation.
- 11.3 However, for the purposes of clause 7(2) (g) of the Regulations, Warilla Bowls Club and Corrimal Bowling Club are required to agree to the matters set out in clause 11.4.
- 11.4 For the purposes of clause 7(2)(g) of the Regulations, Warilla Bowls Club and

Corrimal Bowling Club have agreed that the Amalgamated Club will continue:

- (a) to trade from the Corrimal Bowling Club Premises;
- (b) the activities at the Corrimal Bowling Club Premises (including bowling activities),

for as long as it remains financially viable but for at least five (5) years, (except in the circumstances referred to in clauses 10.4(b) to (d) inclusive).

12. BINDING EFFECT OF MEMORANDUM

- 12.1 Warilla Bowls Club and the Corrimal Bowling Club agree that this Memorandum is binding on them and for that purpose is executed as a Deed.

13. CALLING OF MEETINGS AND ADMISSION OF CORRIMAL BOWLING CLUB MEMBERS TO MEMBERSHIP OF WARILLA BOWLS CLUB

- 13.1 Corrimal Bowling Club will call a general meeting of the ordinary members of Corrimal Bowling Club for the purposes of considering and if thought fit passing a resolution approving in principle the amalgamation in accordance with section 17AEB (d) of the RCA.
- 13.2 The meeting referred to in clause 13.1 must be held as soon as reasonably practicable after the date of this Memorandum.
- 13.3 Warilla Bowls Club will call a general meeting of the ordinary members of Warilla Bowls Club for the purposes of considering and if thought fit passing a resolution approving in principle the amalgamation in accordance with section 17AEB (d) of the RCA.
- 13.4 The meeting referred to in clause 13.3 will be held as soon as reasonably practicable after the date of this Memorandum.
- 13.5 In addition to the resolution referred to in clause 13.4, Warilla Bowls Club will, at the meeting referred to in clause 13.3, submit to those members eligible to attend and vote, on a special resolution to amend the Constitution of Warilla Bowls Club to give effect to the following:
- (a) Subject to clause 13.7, all members of Corrimal Bowling Club who apply to become members of Warilla Bowls Club will be admitted to membership of Warilla Bowls Club.
 - (b) Subject to clause 13.7, all members of Corrimal Bowling Club will be able to apply for membership of Warilla Bowls Club in the manner referred to in this clause 13.5.
 - (c) As soon as practicable after the Order, Warilla Bowls Club will forward to each member of Corrimal Bowling Club, who is not already a member of Warilla Bowls Club, a written invitation to become a member of Warilla Bowls Club.
 - (d) Any member of Corrimal Bowling Club who accepts the invitation and agrees in writing to be bound by the Constitution of Warilla Bowls Club will (subject to the name of that person being displayed on the noticeboard of Warilla Bowls Club for not less than seven (7) days and a period of not less than fourteen

(14) days elapsing after the receipt of the acceptance by Warilla Bowls Club) be elected by a resolution of the Board of Warilla Bowls Club to membership of Warilla Bowls Club with effect from the date of Completion of the Amalgamation.

- (e) Corrimal Bowling Club's members who are admitted to membership of Warilla Bowls Club will be identified as a separate class of ordinary membership called the "Corrimal Bowling Club Members" but may transfer to any other class of membership of Warilla Bowls Club for which they are eligible to join.
- (f) Corrimal Bowling Club Members will have the same rights as "Social members" under the Constitution of Warilla Bowls Club.

13.6 In addition to the special resolution referred to in clause 5, Warilla Bowls Club will, at the meeting referred to in clause 13.3, submit to those members eligible to attend and vote, on a further special resolution to amend the Constitution of Warilla Bowls Club to provide that:

- (a) any person who is a member of Corrimal Bowling Club as at the date of the Memorandum shall not be eligible to stand for or be elected or appointed to the Board of Warilla Bowls Club for at least five (5) years after Completion of the Amalgamation provided that this restriction shall not apply to persons who were members of Warilla Bowls Club before the date of this Memorandum; and
- (b) any person who has been a director of Corrimal Bowling Club at any time shall not be eligible to stand for or be elected or appointed to the Board of Warilla Bowls Club for at least five (5) years after Completion of the Amalgamation

13.7 Any person who, at Completion of the Amalgamation, is a Life member of Corrimal Bowling Club will:

- (a) not become a Life member of the Amalgamated Club; and
- (b) continue to be recognised as a Life member of Corrimal Bowling Club but only in respect of the Corrimal Bowling Club Premises;
- (c) be admitted to Life membership of the bowling sub clubs which are to be created by the Amalgamated Club;
- (d) only be required to pay to the Amalgamated Club the minimum annual subscription required by the RCA (\$2.00 plus GST).

13.8 Notwithstanding anything contained in this Memorandum, any member of Corrimal Bowling Club who, at Completion of the Amalgamation, is then:

- (a) refused admission to or being turned out of the Warilla Bowls Club Premises; or
- (b) suspended from Warilla Bowls Club pursuant to Warilla Bowls Club's Constitution;
- (c) expelled from Warilla Bowls Club pursuant to Warilla Bowls Club's Constitution;

shall not be entitled to apply for and/or be admitted to membership of Warilla Bowls Club (as the Amalgamated Club).

13.9 Notwithstanding anything contained in this Memorandum, any member of Warilla Bowls Club who, at Completion of the Amalgamation, is then:

- (a) refused admission to or being turned out of the Corrimal Bowling Club Premises; or
- (b) suspended from Corrimal Bowling Club pursuant to Corrimal Bowling Club's Constitution;
- (c) expelled from Corrimal Bowling Club pursuant to Corrimal Bowling Club's Constitution;

shall only be entitled to attend at and use the facilities at the Warilla Bowls Club Premises and, for the avoidance of doubt, shall not be entitled to attend at or use the facilities at the Corrimal Bowling Club Premises until such time as:

- (d) the person is again permitted to enter Corrimal Bowling Club Premises; or
- (e) the period of suspension has been served.

14. AMALGAMATION APPLICATION TO THE INDEPENDENT LIQUOR AND GAMING AUTHORITY

- 14.1 Warilla Bowls Club and its lawyers will prepare and file the Amalgamation Application.
- 14.2 Corrimal Bowling Club will co-operate with Warilla Bowls Club and its lawyers and will provide all documents and information reasonably required for the preparation, lodgement and finalisation of the Amalgamation Application.

15. WARRANTIES AND OPERATIONAL ARRANGEMENTS

- 15.1 Corrimal Bowling Club warrants to Warilla Bowls Club that from the date of this Memorandum to the date of Completion of the Amalgamation, Corrimal Bowling Club will:
 - (a) carry on its business in the usual ordinary course and in a diligent manner and will not incur any single debt or liability (including, but not limited to, the purchase of any capital equipment) over the sum of two thousand dollars (\$2,000.00) plus GST without the prior approval of the Warilla Bowls Club's CEO or his delegate;
 - (b) maintain the Assets of Corrimal Bowling Club in the same state of repair as they are at the date of the Memorandum subject to reasonable wear and tear and keep the Assets of Corrimal Bowling Club insured in amounts representing their full replacement or reinstatement value against fire and other risks normally insured;
 - (c) carry on its operations with normal and prudent practice using best endeavours to reduce losses and increase profitability and use best endeavours to maintain and increase the value of the Assets;

- (d) provide the Warilla Bowls Club's CEO each week (or at such other times as requested) any details or documents relating to the operation and financial position of Corrimal Bowling Club;
- (e) not do anything which may damage the goodwill of its business or that of the Warilla Bowls Club;
- (f) notify Warilla Bowls of any of the circumstances referred to clause 15.5 within a reasonable time of becoming aware of the relevant circumstances;
- (g) not without the prior written consent of the Warilla Bowls Club:
 - (i) enter into, terminate or alter any term of any material contract, arrangement or understanding including any lease, licence or easement in relation to its operations or otherwise;
 - (ii) except in the usual and routine conduct of its trading operations in conformity with and in the manner of recent times, incur any actual or contingent liabilities whether in relation to those operations or otherwise;
 - (iii) dispose of, agree to dispose of, encumber or grant an option over, or grant any interest in any of Corrimal Bowling Club's Assets (including without limitation its real property or poker machine entitlements);
 - (iv) employ any employee (other than a casual employee);
 - (v) terminate the employment of any employee (other than a casual employee);
 - (vi) alter the terms of employment (including the terms of remuneration and or superannuation or any other benefit) of any employee;
 - (vii) seek to borrow or borrow money from any third party;
 - (viii) increase the level of debt of Corrimal Bowling Club beyond that existing as at the date of this Memorandum other than any debt incurred in the normal day to day trading of Corrimal Bowling Club; or
 - (ix) engage in discussions or negotiations with anyone other than the Warilla Bowls Club concerning the sale of all or any part of Corrimal Bowling Club's Assets (otherwise than as permitted under (iii) above), and Corrimal Bowling Club must advise Warilla Bowls Club of any solicitation by any third party in respect of any such discussion or negotiation.

15.2 Each of Corrimal Bowling Club's warranties contained in clause 15.1 remains in full force and effect notwithstanding Completion of the Amalgamation.

15.3 Without limiting its other rights, and notwithstanding any other provision of this Memorandum, Warilla Bowls Club may terminate this Memorandum and the amalgamation at any time prior to Completion of the Amalgamation if there is any material breach of any of Corrimal Bowling Club's warranties set out in clause 15.1.

15.4 Warilla Bowls Club's CEO and Corrimal Bowling Club's Secretary Manager will have

regular discussions about the management and operations of Corrimal Bowling Club with the object of:

- (a) providing for an orderly transfer of the management and operations of Corrimal Bowling Club to Warilla Bowls Club on the date of Completion of the Amalgamation; and
- (b) achieving efficiencies and cost savings in Corrimal Bowling Club;
- (c) implementing operational changes in preparation for Completion of the Amalgamation.

15.5 If, before Completion of the Amalgamation, in relation to either of the Clubs (the subject Club):

- (a) anything is identified by the Subject Club (including without limitation, undisclosed Liabilities or undisclosed agreements with third parties) or anything arises in respect of the Subject Club which has or may have a material adverse effect on the Amalgamated Club;
- (b) an event occurs which has or may have a material effect on the profitability of the premises or value of any of the Assets of the subject Club;
- (c) an event occurs which makes any warranty, or any of the subject Club's representations or other warranties made or given to the other Club untrue or misleading;
- (d) any Claim of any nature is threatened or asserted by or against the subject Club; or
- (e) there is any material adverse change in the condition (financial or otherwise) or prospects of the subject Club or of its operations,

then the subject Club must within a reasonable time on becoming aware of the circumstances, give notice to the other Club fully describing the circumstances.

15.6 Title to, property in and risk of Corrimal Bowling Club's Assets remain solely with Corrimal Bowling Club until such time as they are passed to the Amalgamated Club in accordance with clause 15.1.

15.7 For the avoidance of doubt it is acknowledged that no liability by Corrimal Bowling Club is accepted or will exist for any breach of a warranty in the absence of actual knowledge by Corrimal Bowling Club.

16. DISSOLUTION OF THE CORRIMAL BOWLING CLUB AND TRANSFER OF ITS ASSETS, DEBTS AND LIABILITIES TO WARILLA BOWLS CLUB

16.1 Corrimal Bowling Club must ensure the Assets, Debts and Liabilities of Corrimal Bowling Club are transferred to the Warilla Bowls Club (less an amount sufficient for the purposes of any liquidation of the Corrimal Bowling Club).

16.2 The parties acknowledge that it is intended for the transfer of the Assets, Debts, Liabilities referred to in clause 16.1 to occur on the date of the Final Order wherever possible. However, the parties acknowledge that the transfer of some Assets, Debts and Liabilities may occur after the date of the Final Order.

- 16.3 For the purposes of clause 16.1, Corrimal Bowling Club must do all things necessary and execute all documents to cause all of the Assets of Corrimal Bowling Club to be transferred to or assigned to the Warilla Bowls Club. Such transfers and assignments will without limitation be in respect of:
- (a) all real property; and
 - (b) all poker machines and all gaming machine entitlements;
 - (c) all contract rights including hire purchase agreements;
 - (d) all intellectual property rights;
 - (e) all physical assets, furniture and fittings and stock in trade,
- owned or entered into by Corrimal Bowling Club.
- 16.4 The transfers and assignments referred to in clause 16.3 must be executed by Corrimal Bowling Club and held in escrow by the Warilla Bowls Club pending Completion of the Amalgamation.
- 16.5 As soon as practicable after Completion of the Amalgamation but not before Corrimal Bowling Club has transferred all of its Assets, Debts and Liabilities to Warilla Bowls Club, Corrimal Bowling Club must ensure the Corrimal Bowling Club is either voluntarily deregistered or liquidated.
- 16.6 Each of the parties warrant to the other it will co-operate with the other and their respective advisors, and provide all documents and information reasonably required, for the preparation, lodgement and finalisation of the matters referred to in this clause 16.

17. ACCESS TO RECORDS

- 17.1 From the date of this Memorandum, Corrimal Bowling Club will provide to Warilla Bowls Club at all reasonable times access to the Corrimal Bowling Club Premises, Records and other information and material reasonably required by Warilla Bowls Club (including for the purpose of any due diligence referred to in clause 2.6).
- 17.2 From the date of this Memorandum, Warilla Bowls Club will provide to Corrimal Bowling Club at all reasonable times access to Records and other information and material reasonably required by Corrimal Bowling Club for the purposes of the due diligence referred to in clause 2.5).

18. CONFIDENTIALITY

- 18.1 A party must not without the prior written approval of the other disclose the other party's Confidential Information.
- 18.2 Each party must take all reasonable steps to ensure its employees and agents, subcontractors and consultants do not disclose or make public the other parties Confidential Information.
- 18.3 A party must on demand return to the other any documents supplied by the other in connection with this Memorandum.

18.4 This clause 18 survives completion of this Memorandum.

19. RESOLUTION OF DISPUTES ARISING UNDER THIS MEMORANDUM

- 19.1 A party must not commence any Court or arbitration proceedings relating to a dispute unless it complies with this clause.
- 19.2 A party claiming a dispute has arisen under or in relation to this Memorandum or the amalgamation process must give written notice to the other party specifying the nature of the dispute.
- 19.3 On receipt of that notice by the other party the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques, such as mediation, expert evaluation or expert determination or other techniques as may be agreed by them.
- 19.4 If the parties do not within seven (7) days of the receipt of the notice referred to in clause 19.2 or any extended period agreed in writing between the parties as to:
- (a) the dispute resolution technique or procedures to be adopted;
 - (b) the timetable for steps in those procedures; and
 - (c) the selection and compensation of an independent person required for such dispute resolution technique or procedures,

The parties must mediate the dispute in accordance with the mediation rules of the Law Society of New South Wales. The parties must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration.

- 19.5 If the dispute is not resolved within twenty eight (28) days after notice is given under clause 19.2 a party which has complied with the provisions of this clause 19 may by written notice to the other terminate any dispute resolution process undertaken pursuant to this clause and may then refer the dispute to arbitration or commence Court proceedings in relation to the dispute.
- 19.6 The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause 19 is to settle the dispute concerned. Neither party may use any information or documents obtained through any dispute resolution process undertaken pursuant to this clause for any purpose other than in an attempt to settle the dispute.

20. COSTS

- 20.1 Each party shall pay its own costs of and in relation to the preparation, execution and completion of this Memorandum.

21. STAMP DUTY

- 21.1 The parties acknowledge that section 65(3) of the *Duties Act (NSW)* provides no duty is chargeable on a transfer of dutiable property to give effect to an amalgamation of two registered clubs provided such information and documents as the Chief Commissioner of the Office of State Revenue requires are provided.

- 21.2 Despite the exemption from duty referred to in clause 21.1 the parties agree that any duty payable by either party to bring into effect the provisions of this Memorandum shall be paid by Warilla Bowls Club.

22. GENERAL

- 22.1 This Memorandum constitutes the whole and entire agreement between the parties and any warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Memorandum is of no force or effect.
- 22.2 No provision of this Memorandum is in any way modified, discharged or prejudiced by reason of any investigation made, or information acquired, by or on behalf of either Club respectively, whether prior to or after the date of this Memorandum.
- 22.3 The rights, powers, remedies and privileges provided in this Memorandum are cumulative, and are not exhaustive of any other rights, powers, remedies and privileges provided by law, except as may be expressly stated otherwise in this Memorandum.
- 22.4 If any provision of this Memorandum is invalid and not enforceable in accordance with its terms, other provisions which are self-sustaining and capable of enforcement continue to be valid and enforceable in accordance with their terms.
- 22.5 Neither party may assign this Memorandum or any benefit under it without the prior written consent of the other which it may refuse in its absolute discretion.
- 22.6 Each party must do, sign and deliver all acts and documents reasonably required of it by notice from the other to effectively carry out and give full effect to this Memorandum.
- 22.7 This Memorandum is governed by and is to be construed in accordance with the law of New South Wales.

23. TERMINATION

- 23.1 Warilla Bowls Club may terminate this Memorandum::
- (a) at any time up until the date of the meeting of Corrimal Bowls Club referred to in clause 13.1 or 30 January 2020 (whichever is later), without penalty, by giving written notice to Corrimal Bowling Club if the due diligence review undertaken by it on Corrimal Bowling Club (as referred to in clause 2.6) is not satisfactory to the Board of Warilla Bowls Club. The Board of Warilla Bowls Club can waive this requirement at any time.
 - (b) at any time, without penalty, by giving written notice to Corrimal Bowling Club if Corrimal Bowling Club breaches any warranty contained in clause 15.1;
 - (c) at any time after the date of the meeting of Corrimal Bowls Club referred to in clause 13.1 or 30 January 2020 (whichever is later) without penalty, by giving written notice to Corrimal Bowling Club if Corrimal Bowling Club has:
 - (i) provided information and Records to Warilla Bowls Club as part of its due diligence review of Corrimal Bowling Club which is not true and correct in all respects or it is misleading in any respect (including without limitation, being misleading by the omission of information or

Records); and/or

- (ii) not disclosed all information and Records which would be reasonably required for Warilla Bowls (as determined by Warilla Bowls Club acting reasonably) to obtain a true and fair view of Corrimal Bowling Club's financial position and state of affairs as part of its due diligence review of Corrimal Bowling Club;
- (d) at any time after the date of the meeting of Corrimal Bowls Club referred to in clause 13.1 or 30 January 2020 (whichever is later) without penalty, by giving written notice to Corrimal Bowling Club if:
 - (i) Corrimal Bowling Club issues a notice to Warilla Bowls Club in accordance with clause 15.5; and
 - (ii) Warilla Bowls Club, acting reasonably, determines that the circumstance referred to in sub paragraph (i) above will or may result in liability exceeding an amount which is acceptable to Warilla Bowls Club.

23.2 Corrimal Bowling Club may terminate this Memorandum within thirty (30) days of the date of this Memorandum, without penalty, by giving written notice to Warilla Bowls Club if the due diligence review undertaken by it on Warilla Bowls Club (as referred to in clause 2.5) is not satisfactory to the Board of Corrimal Bowling Club. The Board of Corrimal Bowling Club can waive this requirement at any time.

23.3 If:

- (a) the members of Corrimal Bowling Club have not passed the resolution referred to in clause 13.1 within six (6) months of the date of this Memorandum; or
- (b) the members of Warilla Bowls Club have not passed the resolutions referred to in clauses 13.3 and 13.5 within six (6) months of the members of Corrimal Bowling Club passing the resolution referred to in clause 13.1,

then either party by giving written notice to the other may, without penalty or liability to the other, terminate this Memorandum.

23.4 Notwithstanding anything contained in this Memorandum, if Completion of the Amalgamation has not occurred within eighteen (18) months of the date of this Memorandum (or such later date agreed by the parties), then either party by giving written notice to the other may, without penalty, terminate this Memorandum.

23.5 Any delay or forbearance in giving or withdrawing a notice pursuant to this clause 23 by a party shall not prejudice its rights to subsequently terminate this Memorandum pursuant to this clause 23.

23.6 If this Memorandum is terminated in accordance with this clause 23 the Amalgamation terminates.

24. NOTICES

24.1 A notice, approval, consent or other communication to a person relating to this Memorandum must be in writing and executed by duly authorised persons.

24.2 If the notice is to Warilla Bowls Club then it must be addressed as follows:

- (a) **Name:** Warilla Bowls and Recreation Club Limited
- (b) **Attention:** Phil Kipp
- (c) **Address:** Jason Avenue Barrack Heights New South Wales 2528
- (d) **Email:** Phillip@warillabowls.com.au

24.3 If the notice is to Corrimal Bowling Club then it must be addressed as follows:

- (a) **Name:** Corrimal Bowling Club Limited
- (b) **Attention:** Peter Bonsor
- (c) **Address:** Francis Street Corrimal New South Wales 2518
- (d) **Email:** corrimalbowlingclub@bigpond.com

24.4 Notice is sent by the sender and received by the receiver:

- (a) if the notice is hand delivered, upon delivery to the receiving party; or
- (b) if the notice is sent by email, upon the successful completion of the relevant transmission;
- (c) if the notice is sent by pre-paid registered mail within Australia, two (2) business days after the registration of the notice of posting.

25. PROCESS FOR THE VARIATION OF THIS MEMORANDUM

25.1 No variation or waiver of any provision of this Memorandum is of any force or effect unless it is confirmed in writing and signed by both Parties. The variation or waiver is effective only to the extent for which it is made or given.

26. WAIVER AND THE EXISTENCE OF A POWER OR A RIGHT

26.1 No failure, delay, relaxation or indulgence on the part of either Party in exercising any power or right conferred on that Party by this Memorandum operates as a waiver of that power or right. No single or partial exercise of any such power or right will preclude any other or future exercise of it, or the exercise of any other power or right under this Memorandum.

27. NOTES

27.1 This Memorandum is to be:

- (a) made available to the ordinary members of Corrimal Bowling Club and Warilla Bowls Club at least 21 days before any meeting of the members of each club for the purpose of voting on whether to approve the proposed amalgamation.
- (b) made available for inspection on the premises of each club and on the website of each club for at least 21 days before any meeting as referred to in paragraph (a) of these Notes is held.

- (c) lodged with any application under section 60 of the Liquor Act 2007 to transfer the club licence held by Corrimal Bowling Club to Warilla Bowls Club.

Executed by **WARILLA BOWLS & RECREATION CLUB** pursuant to Section 127 of the Corporations Act 2001



Director / Secretary



Name of Director/Secretary




Director



Name of Director

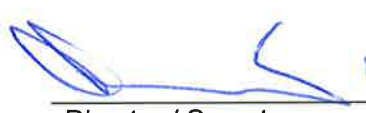
Executed by **CORRIMAL BOWLING CLUB LIMITED** pursuant to Section 127 of the Corporations Act 2001



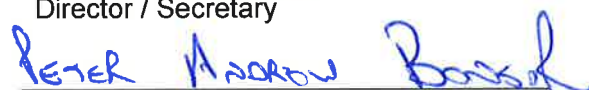
Director / Secretary



Name of Director/Secretary



Director / Secretary



Name of Director/Secretary