

Memorandum of Understanding

Wollongong Golf Club Limited

The Wollongong Ex-Services Club Limited

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Memorandum of Understanding

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 document and the *DOA*.
- E. This document is entered into in accordance with clause 7 of 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

- 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 document and the *DOA*.
- 1.2 The amalgamation will be effected by the continuation of *WGC* and the dissolution of *WEC*.
- 1.3 This document is subject to and conditional upon, execution of the *DOA* by the *parties*.

2. WEC's premises, facilities and management (Reg 7(2)(a) RCR)

Premises and facilities

- 2.1 The *WEC premises* and its facilities will become additional premises of *WGC*.
- 2.2 The *amalgamated club* will initially operate from 2 premises, being the:
- 2.2.1 *WEC premises*; and
 - 2.2.2 *WGC premises*.
- 2.3 The *WEC premises* will be operated under the business name 'Wollongong City Diggers' and where considered appropriate marketing material will contain a statement that the *WEC premises* are 'a division of *WGC*.'
- 2.4 The *WEC premises* and the *WGC premises* will be available for the use of all members of the *amalgamated club* (subject to their rights under its constituent documents).
- 2.5 The *amalgamated club* will continue to offer for the *minimum period* and subject to clause 3.4, (provided it is trading from the *WEC premises*) to the *WRSL sub-branch* and related bodies the use of the existing office space on the *WEC premises* in accordance with schedule 2.
- 2.6 After the *minimum period*, if the *amalgamated club* is still trading from the *WEC premises*, the *board* of the *amalgamated club* will review these arrangements and may cease any or all of them if they consider that continuing them is not in the best interests of the *amalgamated club*.

Management

- 2.7 *WGC's* General Manager will be the Secretary and Chief Executive Officer of the *amalgamated club* and will be responsible for both the *WEC premises* and the *WGC premises*.
- 2.8 The management structure of the *amalgamated club* will be the management structure of *WGC* as the date of *completion*, as amended according to the operational requirements of the *amalgamated club*, at the discretion of the *board*.

Board of directors

- 2.9 Subject to passing of the relevant resolutions by the *members*, from *completion* it is intended that:
- 2.9.1 the *board* of the *amalgamated club* will be comprised of 9 directors;
 - 2.9.2 filling casual vacancies as directors from *completion* until *WGC's* next AGM shall be two *City Diggers Social Members* nominated by *WEC*;
 - 2.9.3 for a term of 5 years thereafter, 2 of the directors on the *board* will be *City Diggers Social Members*; and
 - 2.9.4 after that period those 2 positions will have the same eligibility requirements as the other positions on the *board*.

WEC's sub-clubs

- 2.10 The *board* of *WGC* will create and maintain the existing sub-clubs which operate at the *WEC premises*, including:
- 2.10.1 fishing club; and
 - 2.10.2 outdoor bowls club.
- 2.11 The following shall apply in respect of the sub-clubs:
- 2.11.1 the sub-clubs to continue to use their existing names;
 - 2.11.2 the sub-clubs to continue using the insignia of the *WEC*; and
 - 2.11.3 the sub-clubs be eligible to affiliate with such bodies controlling their activities on such terms (provided that they are consistent with the constituent documents of the *amalgamated club* and the *RCA*) as such controlling bodies may from time to time require.
- 2.12 The *amalgamated club* will continue financial support of the sub-clubs at the commencing rate shown in the table and adjusted annually by reference to changes in the Consumer Price Index (All Groups) at Sydney:

Name	Annual amount	Term
City Diggers Fishing Club	\$3,000 (Category 2 CDSE Grant Funding)	3 years
City Diggers Outdoor Bowls Club	\$1,000 (Category 2 CDSE Grant Funding)	3 years

- 2.13 The amount of support from the *amalgamated club* determined for a relevant sub-group under clause 2.12 will be reduced by the amount of any paid in prior years that remains unspent.
- 2.14 After the period indicated in clause 2.12, the *amalgamated club* will provide such assistance to the sub-groups as may determined by the *board* of the *amalgamated club*, having regard to the functions and operations of the relevant sub-club, and the overall strategy and financial position of the *amalgamated club*.

3. Traditions, amenities and community support (Reg 7(2)(b) RCR)

Continuing traditions

- 3.1 The traditions and amenities of *WEC* that will be maintained at the *WEC premises* will include:
- 3.1.1 ANZAC Day commemorations;
 - 3.1.2 Remembrance Day commemorations;
 - 3.1.3 preservation of the *significant memorabilia*;
 - 3.1.4 preservation of significant historical items and information; and

- 3.1.5 keeping of honour boards – whether in their present format or in digital or some other relevant format.

Continuing amenities

- 3.2 The *amalgamated club* will maintain all significant *RSL* related features at the *WEC premises*, including the external cenotaph and the entry display, while it continues to trade from the *WEC premises*.

Continuing membership support

- 3.3 The *amalgamated club* will continue the existing Members Ultimate Rewards Tier Program in current or substantially similar form for a period of 3 years so that current *WEC members* can maintain their accumulated points and existing benefits as enjoyed at *WEC* unless the *board* of the *amalgamated club* considers that continuing them is not in the best interests of the *amalgamated club*.

Continuing relationship with *WRSL sub-branch*

- 3.4 The *amalgamated club* will continue to provide to the *WRSL sub-branch* and related bodies the use of the existing office space on the *WEC premises* and other support in accordance with schedule 2 for the lifetime of the *amalgamated club* or its successor and will assume and perform the obligations of *WEC* as are contained in the *Deed of Provision of Services*

Continuing community support

- 3.5 *WEC* has supported a number of community and not-for-profit organisations and groups over many years with funds provided to develop and improve the activities of these groups for the benefit of their members and the community.
- 3.6 The *amalgamated club* will recognise the existing but unspent commitments of *WEC* as at *completion* in respect of its Club Grants 2019 funding commitments as set out in schedule 1.
- 3.7 Continued support beyond this will be subject to reasonable policies and processes of the *amalgamated club* including:
- 3.7.1 completion of an application for Club Grants funding in a form reasonably required by the *board* and including:
- (a) the purpose for which the funds will be used;
 - (b) the amount of funding being requested; and
- 3.7.2 appropriate documentation and financial reports that clearly outline:
- (a) the manner in which any previous funds have been spent;
 - (b) planned activities or events for the upcoming year;
 - (c) if any prior funds remain unspent; and
 - (d) the benefits that funds have delivered during the prior year.

- 3.8 The *amalgamated club* will continue to provide to the organisations listed in schedule 3 the use of existing facilities on the *WEC premises* and other support as set out in schedule 3 for 3 years from *completion*.

4. **Future direction of the amalgamated club (Reg 7(2)(c) RCR)**

Future direction

- 4.1 The future direction of the *amalgamated club* will be subject to the overall strategic plan of the *amalgamated club* and its finances.
- 4.2 During the *minimum period*, the *amalgamated club* will endeavour to:
- 4.2.1 maintain the *WEC premises* as a licensed registered club;
 - 4.2.2 maintain a modern gaming facility within the *WEC premises* and with an annual upgrade of at least:
 - (a) 4 new electronic gaming machines; and
 - (b) 8 software conversions or upgrades;
 - 4.2.3 maintain the *WEC premises* in a modern style by keeping it in a way that has been historically maintained;
 - 4.2.4 provide high quality facilities and services to *members* of the *amalgamated club* at both the *WEC premises* and *WGC premises* and seek to increase social activities at the *WEC premises*;
 - 4.2.5 improve the trading position and increase the value of the *assets* of the *amalgamated club*,
- provided that by doing so the *amalgamated club* can remain financially viable.

Amalgamated club premises

- 4.3 The *amalgamated club* will initially operate the *amalgamated club* from both the *WEC premises* and the *WGC premises*.

WEC premises

- 4.4 For the *minimum period*, the *amalgamated club* will:
- 4.4.1 continue to trade from the *WEC premises*; and
 - 4.4.2 retain the existing buildings on the *WEC* in their current form unless enhancements to the current facilities are required for the purposes of this continuation or enhancement of trade (in the reasonable opinion of the *board* of the *amalgamated club*),
- except in the circumstances referred to in clauses 8.1.1(b), 8.1.2, 8.1.3 or 8.1.4.
- 4.5 Upon any cessation of trade, the *amalgamated club* will as far as reasonably practicable cause the significant *RSL* related features at the *WEC premises* to be relocated or constructed on the *WGC premises*:

4.5.1 including as far as reasonably practicable, the external cenotaph to be assigned to the flagpole area south of the DDA entrance of the *WGC premises*; and

4.5.2 the entry display currently at the *WEC premises*;

but for the avoidance of doubt *WGC* will not be obliged to do so in the foyer or on the golf course of the *WGC premises*.

Membership

4.6 Subject to the passing of the relevant resolutions by the *members* of *WGC*, it is intended that:

4.6.1 all members of *WEC* other than those who are already *members* of *WGC* who apply to become *members* of *WGC* will be admitted to membership of *WGC*;

4.6.2 a *member* of *WEC* will not be required to be proposed or seconded for membership of *WGC*;

4.6.3 as soon as practicable after the provisional approval of the *amalgamation application*, *WGC* will forward to each *member* of *WEC* who is not already a *member* of *WGC* a written invitation to become a *member* of *WGC*;

4.6.4 any *member* of *WEC* who accepts the invitation and agrees in writing to be bound by the constitution of *WGC*, will be elected by a resolution of the *board* of *WGC* to membership of *WGC* with effect from the date of *completion*;

4.6.5 the following sub-classes of membership will be established and maintained within the existing class of 'ordinary member' of *WGC*:

Existing WEC membership class	New amalgamated membership class
RSL Member	City Diggers Social Member
Associate Member	City Diggers Social Member
Life Member	City Diggers Life Member

City Diggers Social Member

4.7 Subject to passing of the relevant resolutions by the *members*, the 'City Diggers Social Member' will have the same rights and privileges as a *WGC* 'Social Member' except that a City Diggers Social Member will be entitled to:

4.7.1 nominate for and be elected to hold office on the *board* of the *amalgamated club* as a 'City Diggers Director'; and

4.7.2 propose, second, or nominate any eligible person for office on the *board* of the *amalgamated club* as a 'City Diggers Director.'

City Diggers Life Member

- 4.8 Subject to passing of the relevant resolutions by the *members*, any person, who at *completion* is a 'Life Member' of WEC will:
- 4.8.1 be admitted to as a 'City Diggers Life Member'; and
 - 4.8.2 have the right to:
 - (a) attend and vote at general meetings of the *amalgamated club*;
 - (b) introduce guests to the *amalgamated club*;
 - (c) 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* of the *amalgamated club* from time to time;
 - (d) will only be required to pay to the *amalgamated club* the minimum annual subscription prescribed by the *RCA*.

Subscriptions already paid

- 4.9 *WEC members* will be given credit for any annual subscription paid in respect of their membership of *WEC* up to the end of the financial year of the *amalgamated club* in which *completion* occurs.

5. Employees of the amalgamated club (Reg 7(2)(d) RCR)

Designated employees

- 5.1 The *designated employees* will be offered:
- 5.1.1 employment by the *amalgamated club* for a term of not less than 18 months from *completion* and retained in no lesser roles; and
 - 5.1.2 that recognises the *designated employee's* service with *WEC* for all purposes;
 - 5.1.3 terms that are otherwise no less favourable than those on which they have been employed by *WEC*.
- 5.2 For the avoidance of doubt, nothing in clause 5.1.1 will prevent a *transferring employee* from subsequently resigning of their own choosing, and in those circumstances:
- 5.2.1 accrued *employee entitlements* will be payable by *WGC*, but not redundancy or termination payments; and
 - 5.2.2 *WGC* will not be obliged to replace or fill the position left vacant by the *transferring employee's* departure.
- 5.3 The continued employment of the *designated employees* after 18 months from *completion* will be at the sole discretion of the *board* and management of *WGC*.

- 5.4 The General Manager and Assistant General Manager of WEC who are in office at *completion* will be entitled to continue to attend the Club Managers' Association of Australia Zone and Clubs NSW meetings and events at the cost of the *amalgamated club*, subject to the operational and business needs of the *amalgamated club*.

Offer of employment

- 5.5 All current employees of who are not *designated employees* of WEC will initially be offered continuing employment by the *amalgamated club*.
- 5.6 WGC will give to those employees a written offer of employment:
- 5.6.1 containing terms that are no less favourable than those on which they have been employed by WEC;
 - 5.6.2 that recognises the employee's service with WEC for all purposes; and
 - 5.6.3 prior to the anticipated date of *completion*.

Continuity of employment

- 5.7 An employee of WEC who accepted the offer of employment (*transferring employee*) under clause 5.1 or 5.6 will receive continuity of employment with the *amalgamated club*.
- 5.8 The *amalgamated club* will accept the documented and verified *employee entitlements* of the *transferring employees* at *completion*.
- 5.9 Employees that are not *transferring employees* will be terminated on *completion* and WEC will pay to them the *employee entitlements* (if any) due to them under applicable legislation, including accrued salary wages and annual leave, accrued entitlements to long service leave, any entitlements to payment in lieu of notice, any entitlements to redundancy pay and any other remuneration or entitlement arising out of employment or termination of employment.

Review of business

- 5.10 Subject to clause 5.1 the business carried on from the WEC *premises* will be monitored and reviewed and changes in the structure of staffing and roles performed within the business may be required to ensure that the *amalgamated club* can meet the required level of service standards and at the same time remain financially viable.

6. Intentions for assets of WEC as the dissolved club (Reg 7(2)(e) RCR)

Core property

- 6.1 WGC intends to retain the WEC *premises* to enable the business to continue to operate for the *minimum period*.

Cash and investments

- 6.2 Any cash assets and other investments of WEC will form part of the *assets* of the *amalgamated club* on *completion* and may be used, maintained or disposed of in the ordinary course of business.

Gaming machine entitlements

- 6.3 WGC requires that at *completion*, WEC will:
- 6.3.1 hold 98 transferable gaming machine entitlements;
 - 6.3.2 be the owner or lessee of 98 gaming machines; and
 - 6.3.3 have a gaming machine threshold of 98.
- 6.4 The *amalgamated club* intends to review the gaming machine and gaming machine entitlements at WEC and determine the appropriate number required at the *WEC premises*, but provided that the condition in clause 6.3 is satisfied, it is intended that there will be a minimum of 65 gaming machine entitlements retained at the *WEC premises*.
- 6.5 The *amalgamated club* will undertake regular reviews of the gaming machine and gaming machine entitlement allocation and if, as part of the review, the *amalgamated club* determines that the *WEC premises* requires more or less poker machine entitlements, the *amalgamated club* will adjust those entitlements accordingly.

7. Preservation of core property of WEC and any applicable agreement (Reg 7(e1) RCR)

- 7.1 WGC and WEC have not made any agreement altering the requirements of section 17A(1) of the RCA.
- 7.2 WGC and WEC have agreed that the *amalgamated club* will continue to trade from the *WEC premises* for a period of at least 5 years from *completion* except in the circumstances referred to in clauses 8.1.1(b), 8.1.2, 8.1.3 or 8.1.4 and it is intended that the *WEC premises* be retained to enable the continuation of trade.
- 7.3 However, if any of these circumstances occur, then the *board* of the *amalgamated club* will be required to consider all options for the *WEC premises*, which may include reducing operational expenses, disposing of assets, including gaming machines and associated gaming machine entitlements and disposal of all or part of the *WEC premises*.
- 7.4 Accordingly, these are the risks to the core property of WEC that WGC and WEC acknowledge and agree to.

8. Ceasing to trade or changing objects (Reg 7(2)(f) RCR)

Ceasing to trade

- 8.1 The *amalgamated club* may cease trading from the *WEC premises*:
- 8.1.1 in accordance with the RCA and any applicable law, if the *board* determines that:
 - (a) after the expiry of the *minimum period*, the continued trading from the *WEC premises* is not in the best interests of the *amalgamated club*; or

- (b) as a result of its review under clause 8.3, the *WEC premises* are not financially viable within the meaning of clause 8.2;
- 8.1.2 if required by any *government authority* or the order of any court of competent jurisdiction compelling the *amalgamated club* to cease trading in the ordinary course of its business from the *WEC premises*;
- 8.1.3 if the *WEC premises* are destroyed, or partially destroyed and it is not commercially viable to reconstruct or repair the *WEC premises* in the opinion of the *board*; or
- 8.1.4 if required to avoid an *insolvency event* occurring in respect of the *amalgamated club*, in the reasonable opinion of the *board*.
- 8.2 The *WEC premises* will be deemed not to be financially viable if those premises fail to attain an *EBITDA* (as a percentage proportion of revenue) for any *financial year* of 5.5%.
- 8.3 The *board* of the *amalgamated club* will undertake a review for the purpose of clause 8.1.1 at 3 years from *completion* and annually thereafter.

Objects

- 8.4 For the purpose of clause 7(2)(f) of the *RCR*:
 - 8.4.1 the objects of the *WEC* will cease to have effect on dissolution or winding up of *WEC*; and
 - 8.4.2 on and from *completion*, the objects of the *amalgamated club* will be the objects of *WGC*.

9. Minimum period (Reg 7(2)(g) RCR)

- 9.1 The constitution and by-laws of *WGC*, as amended in accordance with the *DOA*, will be the *amalgamated club's* constitution and by-laws.
- 9.2 The *members* of the *amalgamated club* may amend the objects of the *amalgamated club* at any time, subject to the requirements of the *Corporations Act*, *RCA* and the constituent documents of the *amalgamated club*.
- 9.3 The *amalgamated club* will continue to trade from the *WEC premises* for a period of at least 5 years from *completion* except in the circumstances referred to in clauses 8.1.1(b), 8.1.2, 8.1.3 or 8.1.4 (*minimum period*).

10. Termination

- 10.1 This document is terminated immediately on termination of the *DOA* and clause 13 of the *DOA* will apply to termination of this document.

11. Dispute resolution

- 11.1 Clause 14 of the *DOA* will apply in respect of any dispute arising under this document or the *DOA*.

12. General

Further assurances

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

Applicable law

- 12.2 This document 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

- 12.3 This document and the *DOA* comprise the entire agreement between the *parties* in relation to the proposed amalgamation of the *parties* and supersede all previous agreements.

Counterparts

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

Variation

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

13. Definitions & interpretation

- 13.1 Unless otherwise indicated these terms mean:

<i>amalgamated club</i>	<i>WGC</i> as the continuing club after <i>completion</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>board</i>	the board of directors of <i>WGC</i> or the <i>amalgamated club</i> after <i>completion</i> ;
<i>business day</i>	any day on which banks are open for trading in New South Wales except a Saturday, Sunday or public holiday;

CEO	Chief Executive Officer;
City Diggers Social Members	the class of <i>members</i> of the <i>amalgamated club</i> created under clause 4.6.5;
claim	any action, claim, suit, demand, proceedings, including any statutory procedure for the recovery of money;
completion	the day by which all of the following occur: <ul style="list-style-type: none"> (a) final orders have been granted by the <i>Authority</i> for the transfer of the <i>licence</i>; (b) the <i>assets</i> and the <i>licence</i> of <i>WEC</i> are transferred to <i>WGC</i>; (c) the liabilities of <i>WEC</i> are paid by, or transferred to, <i>WGC</i>;
Corporations Act	means the <i>Corporations Act</i> (Cth) 2001;
costs	includes all loss, damage, costs, contributions and expenses, including legal costs and expenses incurred in commencing, defending or settling any <i>claim</i> ;
Deed of Provision of Services	means: <ul style="list-style-type: none"> unsigned Deed dated about December 2004 between trustees of the Trustees of WRSL sub-branch and <i>WEC</i>;
designated employee	means: <ul style="list-style-type: none"> (a) Mark Jordan; (b) Robbie Rodwell; (c) Patricia Lenz; (d) Teresa Rodwell; (e) Karen Jeremy; (f) Steve Berry;
DOA	the deed of amalgamation between the parties dated on or about the date of this document;
EBITDA	means earnings before interest, taxation, depreciation and amortisation. For the avoidance of doubt, and without limitation it is agreed that for the purposes of this definition: <ul style="list-style-type: none"> (a) 60% of the incremental net gaming machine revenue achieved from the increased number of <i>EGM</i>'s at <i>WGC</i> (due to the additional gaming machine entitlements held at <i>WEC</i>) over and above 21 <i>EGM</i>'s will be attributed to the <i>WEC</i> and included as revenue in this calculation;

<i>EGM</i>	electronic gaming machine;
<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;
<i>Gaming Machines Act</i>	the <i>Gaming Machines Act</i> (NSW) 2001;
<i>Gaming Machine Regulation</i>	the <i>Gaming Machines Regulation</i> (NSW) 2010;
<i>government authority</i>	includes any government, semi or local government, statutory, public, agency or other authority or body having jurisdiction;
<i>GST</i>	Goods and Services Tax imposed under <i>A New Tax System (Goods and Services Tax) Act</i> (Cth) 1999;
<i>insolvency event</i>	has the meaning given to it in the <i>DOA</i> ;
<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 <i>WGC</i> , <i>WEC</i> 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>minimum period</i>	has the meaning in clause 9.3;
<i>month</i>	a calendar month;
<i>RCA</i>	the <i>Registered Clubs Act</i> (NSW) 1976;
<i>RCR</i>	the <i>Registered Clubs Regulation</i> (NSW) 2009;
<i>RSL</i>	The Returned Services League of Australia (New South Wales Branch) Incorporated;
<i>significant memorabilia</i>	means the items in the inventory of memorabilia at schedule 4;
<i>transferring employee</i>	has the meaning in clause 5.7;

WEC premises *WEC's premises at 82 Church Street, Wollongong NSW;*

WGC premises *WGC's premises at 151-161 Corrimal Street, Wollongong NSW; and*

WRSL branch *sub- City of Wollongong RSL Sub-Branch.*

13.2 Unless otherwise indicated the following rules of interpretation apply:

- 13.2.1 headings are for convenience only and do not affect interpretation;
- 13.2.2 words importing the singular include the plural and conversely;
- 13.2.3 a word importing a gender includes the other gender;
- 13.2.4 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;
- 13.2.5 a reference to a party is to a party to this deed, and includes its successors and permitted assigns;
- 13.2.6 a reference to a schedule or clause is to a schedule to, or clause of, this deed;
- 13.2.7 a reference to law or legislation includes any statutory amendments or replacement and any subordinate or delegated legislation;
- 13.2.8 a reference to a right or obligation of any 2 or more persons confers that right or imposes that obligation jointly and severally;
- 13.2.9 "include" and other forms of the word are not words of limitation; and
- 13.2.10 a reference to "\$" or "dollars" means Australian dollars and a reference to "payment" means payment in Australian dollars.

Schedule 1 – Unspent Community Commitments

Name	Unspent commitment at the date of this deed
Wollongong Legacy	\$4,000
Illawarra Cancer Carers	\$1,000
Wollongong City SLSC	\$4,000
War Widows Guild of NSW	\$1,000
Lifeline South Coast	\$2,000
Wollongong City Council	\$400
UCA - Wollongong Mission	\$300
Rotary Club of Fairy Meadow	\$480
South Coast Scouts	\$2,000
UOW Amateur Soccer	\$4,000

Schedule 2 – Wollongong RSL Sub Branch

Pursuant to a deed dated about December 2004 between Peter John Poulton, Vernon Joseph Morris and Henry Norman Dowse and WEC:

1. provision of a private office for use by the *WRSL sub-branch* that is fully furnished with cupboards, contain a computer and printer, a telephone service and be air conditioned.
2. maintenance of a register of *WRSL sub-branch* members.
3. carry out monthly computer accounting, provide the *WRSL sub-branch* member mailing list and printed mailing labels.
4. provision of reasonable facilities as required by the *WRSL sub-branch* for the holding of meetings of the *WRSL sub-branch* and its members on such occasions and at such times as are reasonably required by the *WRSL sub-branch*.
5. provision of reasonable facilities as required by the Ladies Auxiliary of the *WRSL sub-branch* and the Illawarra ANZAC Day Committee for the holding of meetings of such clubs and committees and on such occasions and at such times reasonably required by them.
6. the details and dates and time of all or any meetings referred to at 4 and 5 above are to be directly and amicably negotiated with the *WRSL sub-branch*.
7. provision of all catering reasonably requested by the *WRSL sub-branch* for monthly meetings, Ladies Nights and any other special functions as may be held, including Remembrance Day, ANZAC Day and any other service as may be promulgated by the Returned Services League of Australia (NSW Branch) at the retail costs applicable at the date of such function.

Schedule 3 – Other Community Support

Name	Commitment
National Service Association	Free meeting room hire and 3 bottles of wine per month
Central Vision Impaired Group	Free room hire once per month
Homicide Victims Support Group	Free room hire once per month
Figtree Evening View Club	\$20 Bistro voucher pa
Legacy Golf Day	3 x \$50 bistro vouchers pa

Schedule 4 – Significant Memorabilia

RSL Memorabilia to be relocated in the event of closure of the CDW premises

Glass Honour Boards currently located in Foyer at CDW

Including 2 RSL Boards containing the names of –

Life Members

Presidents

Honorary Secretary's

RSL Meritorious Service Medal recipients

Memorabilia Display Cabinet (currently located in Owen Room estimated at 4m x 4m) or in a suitable configuration.

Further storage to be made available for Memorabilia not currently stored in Display Cabinet and in a location designated by the WGC.

CDW Honour Boards

In the event of any closure of the CDW premises, two honour boards currently located in the Club's Foyer, these should also be relocated to a suitable position at the WGC premises.

Glass Boards contain names of Presidents, Secretary's and Life Members.

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



Signature of Director/Secretary
(Please delete as applicable)

Adam Crisdings - President
Name of Director (Please print)

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:


Signature of Director


Signature of Director/Secretary
(Please delete as applicable)

Richard J Young
Name of Director (Please print)

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