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# THOMSON GEER

LAWYERS

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## MEMORANDUM OF UNDERSTANDING

between

**RYDE-EASTWOOD LEAGUES CLUB LTD**  
ABN 77 000 431 792  
(**Ryde-Eastwood Leagues**)

and

**THIRROUL BOWLING, LEAGUES & RECREATION CLUB LTD**  
ABN 26 001 002 991  
(**Club Thirroul**)

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This deed is made on 12<sup>th</sup> October 2020

Between **Ryde-Eastwood Leagues Club Ltd** ABN 77 000 431 792 of 117 Ryedale Road, West Ryde NSW 2114 (**Ryde-Eastwood Leagues**)

And **Club Thirroul Leagues' Club Ltd** ABN 26 001 002 991 of 2A - 2B Station Street, Thirroul 2515 (**Club Thirroul**)

### Recitals

- A The parties are both registered clubs.
- B Club Thirroul called for expressions of interest for amalgamation from other registered clubs on 28 January 2020.
- C Ryde-Eastwood Leagues submitted an expression of interest which has been accepted by Club Thirroul.
- D The parties propose to amalgamate subject to the terms of this MOU and the Deed of Amalgamation.
- E This MOU is entered into in accordance with clause 7 of the Registered Clubs Regulation.

Now it is covenanted and agreed as follows:

## 1 Definitions and interpretation

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### 1.1 Definitions

In this deed, unless the context otherwise requires:

**Advisory Committee** means the Advisory Committee referred to in clause 3.3;

**Amalgamation** means an amalgamation of Ryde-Eastwood Leagues and Club Thirroul pursuant to the Registered Clubs Act and the Liquor Act;

**Amalgamated Club** means Ryde-Eastwood Leagues as the continuing club after Amalgamation Completion;

**Amalgamation Completion** has the meaning specified in the Deed of Amalgamation;

**Asset** includes chattels, contract rights, motor vehicles, stock in trade, plant, fixtures and fittings, real property (including the Driveway and Partial Car Park Licences), Club Thirroul's Club Licence including gaming machines and gaming machine entitlements, debtors, intellectual property rights, goodwill and all other property, tangible or intangible belonging to Club Thirroul at the time of Amalgamation Completion, cash at bank and cash on hand at the time of Amalgamation Completion;

**Authority** means the Independent Liquor and Gaming Authority;

**Board** means the board of directors of Ryde-Eastwood Leagues, or, the Amalgamated Club after Amalgamation Completion (as the case may be);

**Business Day** means a day which is not a Saturday, Sunday, public holiday or bank holiday in the city of Sydney;

**CEO** means Chief Executive Officer;

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Memorandum of Understanding

Reference: BAB:SSM:M:4602185

C:\Users\michelle\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\QJ7DQQW\MOU Ryde-Eastwood Leagues Club Ltd and Thirroul Bowling Leagues Recreation Club Ltd TG 1 Oct 2020 (72211867v6) (2) (002).DOCX

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**Club Licence** means a club licence held under section 10 of the Liquor Act;

**Club Thirroul Members** means those Members of Club Thirroul who:

- (a) are identified as Members of Club Thirroul for the purposes of section 17AC of the Registered Clubs Act and who join the Amalgamated Club designated as "Club Thirroul Members" under the Constitution in accordance with clause 4 of the Deed of Amalgamation; or
- (b) join the Amalgamated Club after Amalgamation Completion and fall within the definition of "members of the dissolved club" under section 17AJ of the Registered Clubs Act and includes Members of sub-clubs of Club Thirroul;

**Club Thirroul's Club Licence** means the club licence held by Club Thirroul under the Liquor Act, being club licence numbered LIQC300244156;

**Club Thirroul Premises** means the land and clubhouse building of Club Thirroul located at 2A – 2B Station Street, Thirroul NSW 2515 comprised in certificates of title folio identifiers A/364843, B/364843 & 183/752054;

**Constitution** means the Constitution of Ryde-Eastwood Leagues as amended from time to time, or if replaced by a new constitution, the replacement new constitution as amended from time to time;

**Deed of Amalgamation** means the deed of amalgamation between the parties dated on or about the date of this MOU;

**Driveway** means that part of the driveway to the Club Thirroul Premises which is subject to the Driveway and Partial Car Park Licences;

**Driveway and Partial Car Park Licences** means the non-exclusive licences between Club Thirroul and Wollongong City Council for the following licences:

- (a) by Club Thirroul as licensee for the non-exclusive use to use the Driveway and Licensed Car Park Area located on lot 166 in deposited plan 752054 and on part of lot 8 in deposited plan 1107347 in respect of which Wollongong City Council is the licensor and registered proprietor; and
- (b) by Wollongong City Council as licensee for the non-exclusive use of the Driveway located on part of lot B in deposited plan 364843 in respect of which Club Thirroul is the licensor and registered proprietor;

**EBITDAR** means earnings before interest, taxes, depreciation, amortisation and rent;

**EBITDAR Percentage** has the meaning specified in clause 10(c)(iv)(B)

**Employee Entitlements** means all entitlements to salary or wages, annual leave, long service leave and other entitlements under any industrial instrument or agreement between Club Thirroul and any of its employees;

**Gaming Machines Act** means the *Gaming Machines Act 2001* (NSW);

**Gaming Machines Regulation** means the *Gaming Machines Regulation 2019* (NSW);

**Government Agency** means a government or any governmental, semi-governmental or judicial entity or authority, including but not limited to a self-regulating organisation established under statute and includes the Authority;

**Licensed Car Park Area** means that part of the car park at the Club Thirroul Premises which is not owned by Club Thirroul and is the subject of the Driveway and Partial Car Park Licences;

**Liquor Act** means the *Liquor Act 2007* (NSW);

**Major Assets of Club Thirroul** means the Club Thirroul Premises;

**Member** means a member of either Club Thirroul, Ryde-Eastwood Leagues or the Amalgamated Club as the case may be, as shown on the relevant club's register of members at the relevant time;

**MOU** means this memorandum of understanding for amalgamation;

**Registered Clubs Act** means the *Registered Clubs Act 1976* (NSW);

**Registered Clubs Regulation** means the *Registered Clubs Regulation 2015* (NSW);

**Ryde-Eastwood Leagues Members** are those members of the Amalgamated Club excluding the Club Thirroul Members;

## 1.2 Interpretation

In this MOU, unless the context otherwise requires:

- (a) capitalised words which are not defined in this MOU have the same meaning as defined in the Deed of Amalgamation; and
- (b) headings are for convenience only and do not affect interpretation;
- (c) the singular includes the plural and conversely;
- (d) a gender includes any gender;
- (e) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (f) a reference to **person** includes:
  - (i) a body corporate, an unincorporated or other entity and conversely; and
  - (ii) a reference to that person's executors, administrators, successors, permitted assigns and substitutes including but not limited to a person to whom this memorandum of understanding is novated;
- (g) a reference to **clause** or **schedule** is to a clause or schedule to this MOU;
- (h) a reference to a specific document is to that document as amended, novated, supplemented, varied or replaced;
- (i) a reference to a thing including but not limited to a right, includes a reference to a part of that thing;
- (j) a reference to law or legislation includes but is not limited to a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it;
- (k) a reference to **conduct** includes but is not limited to, an omission, statement or undertaking whether or not in writing; and
- (l) a provision of this MOU must not be construed adversely to a party on the grounds that the party is responsible for the preparation of it.

## 2 Amalgamation

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### 2.1 Amalgamation

The parties agree to Amalgamate:

- (a) in accordance with the Registered Clubs Act and the Liquor Act; and
- (b) on the terms of this MOU and the Deed of Amalgamation.

### 2.2 Condition

This MOU is collateral to, and conditional upon execution of, the Deed of Amalgamation.

## 3 Future management of the Club Thirroul Premises

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Clause 7(2)(a) of the Registered Clubs Regulation

### 3.1 General

- (a) The Club Thirroul Premises will become additional trading premises of the Amalgamated Club.
- (b) The Club Thirroul Premises will be available for the use of all Members of the Amalgamated Club (subject to its Constitution and by-laws).
- (c) The Club Thirroul Premises will be named and trade under the name "Club Thirroul" (as part of the Ryde-Eastwood Leagues Club Group) subject to the Amalgamated Club obtaining any required authorisation or consent from any Government Agency. If the Amalgamated Club is unable to obtain the necessary authorisation or consent then the Club Thirroul Premises will be named and trade under such name as determined by the Board.

### 3.2 Management structure, Secretary/CEO of the Amalgamated Club and Manager of the Club Thirroul Premises

- (a) The management structure of the Amalgamated Club will be the management structure of Ryde-Eastwood Leagues at the date of Amalgamation Completion, amended according to the operational requirements of the Amalgamated Club as determined by the Board from time to time.
- (b) For the purposes of the Registered Clubs Act and Liquor Act Ryde-Eastwood Leagues' CEO will be the Secretary and Chief Executive Officer of the Amalgamated Club.
- (c) The Amalgamated Club will appoint a manager of the Club Thirroul Premises for the purposes of section 66 of the Liquor Act, and subject to clause 6.1(a)(ii), will appoint the current General Manager and Secretary of Club Thirroul as such manager. The current secretary and General Manager of Club Thirroul will be offered employment for remuneration no less favourable than under her current terms of employment for a term of at least 3 years, such term being subject to the usual conduct and performance requirements applicable to contracts of employment for a club manager.

### 3.3 Advisory Committee

- (a) The Board of Ryde-Eastwood Leagues will create an Advisory Committee which will operate for at least three (3) years from Amalgamation Completion (after which the

Advisory Committee may continue to operate on an indefinite or ad hoc basis, subject to the needs of the Amalgamated Club as determined by the Board) which:

- (i) will meet with the CEO of the Amalgamated Club or their appointed representative on a monthly basis (or at such other intervals directed by the Board) to discuss issues relating to the bowling, rugby league and facilities matters pertaining to the Club Thirroul Premises;
- (ii) may meet with the Board of the Amalgamated Club as necessary; and
- (b) will be established and operated in accordance with rule 56(m) of the Constitution; The members of the Advisory Committee will be at least two (2) of the directors of Club Thirroul at the date of Amalgamation Completion who wish to form part of the Advisory Committee, the Secretary of Club Thirroul and Board and management representatives of Ryde-Eastwood Leagues approved by the Board.
- (c) A person will cease to be a member of the Advisory Committee immediately if he or she:
  - (i) ceases to be a member of the Amalgamated Club; or
  - (ii) is removed as a member of the Advisory Committee by resolution of the Board.
- (d) The Advisory Committee may make any recommendations it considers appropriate in accordance with this clause to the Board but does not have any governance or management powers in the Amalgamated Club (except as specifically delegated to it by resolution of the Board).

#### **4 Continuing traditions, amenities and community support**

##### **Clause 7(2)(b) of the Registered Clubs Regulation**

#### **4.1 Traditions and Amenities**

The Amalgamated Club will maintain Club Thirroul's traditions and ethos at the Club Thirroul Premises. In this respect:

- (a) annual bowling events commensurate with the level of operation of the bowling greens in order to meet the needs of the bowling membership at the Club Thirroul Premises will be retained; and
- (b) there will be continued support of the game of rugby league and lawn bowls in accordance with the terms of this MOU.

#### **4.2 Supporting Community Sport**

The Amalgamated Club will:

- (a) Maintain the charter/objects of Club Thirroul, namely to continue to foster and propagate community sport;
- (b) Provide annual funding for community support for sponsorship of community sport, including the games of rugby league and soccer for a minimum total of \$50,000 (subject to any lesser amount which may be requested from time to time by relevant community organisation(s)) for a period of at least 4 years from Amalgamation Completion.

#### 4.3 Bowling greens

- (a) Subject to the terms of this MOU, the Amalgamated Club will maintain appropriate facilities and amenities for the conduct of the sport of Lawn Bowls in liaison with the Advisory Committee.
- (b) Subject to clauses 10 and 11 maintain the two bowling greens at the Club Thirroul Premises for a period of at least 10 years from Amalgamation Completion.

#### 4.4 Life members of Club Thirroul

Any person who, at Amalgamation Completion, is a life member of Club Thirroul and who becomes a Member of the Amalgamated Club:

- (a) will continue to be recognised as a life member in respect of the Club Thirroul Premises; and
- (b) will not be required to pay an annual subscription to the Amalgamated Club unless an annual subscription is required under the Registered Clubs Act or if the Amalgamated Club is directed by the Authority to charge an annual subscription, in which case such person will only be required to pay the Amalgamated Club the minimum annual subscription required by the Registered Clubs Act.

#### 4.5 Community support

The Amalgamated Club will continue to support the communities and organisations that were supported by Club Thirroul at the existing level at the date of this memorandum of understanding for a minimum period of 4 years after Amalgamation Completion.

#### 4.6 Member rewards

Club Thirroul Members will have the opportunity to participate in the Amalgamated Club's Member loyalty program, subject to the terms of the loyalty program.

### 5 Future direction of the Amalgamated Club

#### Clause 7(2) (c) of the Registered Clubs Regulation

#### 5.1 General

- (a) The future direction of the Amalgamated Club will be subject to the overall general strategic plan of the Amalgamated Club and its finances.
- (b) The Amalgamated Club will prepare master and business plans and an appropriate and financially responsible capital expenditure plan and departmental operational reviews for the continued operation of the Club Thirroul Premises, including their maintenance in a fit for purpose condition and future revenue sources which can be established at the Club Thirroul Premises whilst retaining the registered club activities. The initial plans referred to in this clause will be prepared in consultation with the Advisory Committee and will be subject to regular review by the Amalgamated Club when appropriate.

#### 5.2 Specific

The Amalgamated Club will:

- (a) promote the game of rugby league;
- (b) promote the game of lawn bowls;



- (c) promote the game of soccer;
- (d) maintain and promote the Club Thirroul Premises;
- (e) purchase assets such as gaming machines as well as plant, material, furniture, and fittings, for a value of approximately \$500,000 within 12 months after Amalgamation Completion;
- (f) undertake renovations and redevelopment of approximately one million dollars (\$1,000,000) within 12 months after Amalgamation Completion, which will include but is not limited to:
  - (i) works to alfresco shed to create alfresco food and beverage offering around the bowling greens at the Club Thirroul Premises, for a value of approximately \$250,000 to \$300,000; and
  - (ii) modification of the gaming machines and the gaming machine area located at the Club Thirroul Premises, for a value of approximately \$450,000 to \$500,000.
- (g) develop a dedicated marketing plan for improving community engagement and membership growth at the Club Thirroul Premises; and
- (h) seek to maintain and improve the trading of the Club Thirroul Premises so that the Club Thirroul Premises remain financially viable without subsidy or financial support from the other premises of the Amalgamated Club.

## 6 Employees

### Clause 7(2) (d) of the Registered Clubs Regulation

#### 6.1 Club Thirroul employees

- (a) Ryde-Eastwood Leagues will give each current employee of Club Thirroul, a written offer of employment:
  - (i) on terms no less favourable than those provided by an applicable industrial instrument; and
  - (ii) otherwise on those terms generally applicable to an employee in a similar role at Ryde-Eastwood Leagues (provided that the Secretary and General Manager of Club Thirroul will be offered employment as the manager of the Club Thirroul Premises in accordance with clause 3.2(c) and pursuant to a written agreement between the General Manager of Club Thirroul and the Amalgamated Club),

at least 10 Business Days prior to the anticipated date of Amalgamation Completion.
- (b) Club Thirroul will terminate the employment of all its employees in writing, or accept their written resignation, on Amalgamation Completion.
- (c) Any employee who accepts in writing an offer from Ryde-Eastwood Leagues made under clause 6.1(a) will be employed by the Amalgamated Club on Amalgamation Completion on the terms of that offer, and that person's Employee Entitlements accrued with Club Thirroul up to and including Amalgamation Completion will be recognised by the Amalgamated Club.
- (d) If any employee of Club Thirroul does not accept an offer of employment from Ryde-Eastwood Leagues in accordance with clause 6.1(c), then:

- (i) that employee will be paid all accrued Employee Entitlements by Club Thirroul as at Amalgamation Completion, which will be the end date of that employee's employment by Club Thirroul;
- (ii) Club Thirroul must make all superannuation contributions it is obliged to make for that employee up to the date of Amalgamation Completion; and
- (iii) Club Thirroul will obtain written acknowledgment of receipt of such payments from that employee as at Amalgamation Completion.

## 6.2 Ryde-Eastwood Leagues employees

Each employee of Ryde-Eastwood Leagues will continue to be employed by the Amalgamated Club after Amalgamation Completion, subject to the terms and conditions of employment between each such employee and Ryde-Eastwood Leagues.

## 7 Intentions for Club Thirroul Assets

### Clause 7(2) (e) of the Registered Clubs Regulation

### 7.1 Core property/Major Assets of Club Thirroul and gaming machines and gaming machine entitlements

- (a) The Club Thirroul Premises are core property of Club Thirroul for the purposes of section 41E of the Registered Clubs Act and are major assets of Club Thirroul for the purposes of section 17A(3) of the Registered Clubs Act and clause 8 of the Registered Clubs Regulation.
- (b) As at the date of this MOU, the number of gaming machine entitlements held for the Club Thirroul Club Licence and for the Club Thirroul Premises is fifty (50). Club Thirroul must ensure that all of the fifty (50) gaming machine entitlements held in respect of Club Thirroul's Club Licence, and all of the gaming machines kept at the Club Thirroul Premises as at the date of this MOU (and any additional gaming machines kept at the Club Thirroul Premises as at Amalgamation Completion) and all its other Assets are transferred to the Amalgamated Club as part of the amalgamation.
- (c) Ryde-Eastwood Leagues must:
  - (i) retain occupation of the Major Assets of Club Thirroul;
  - (ii) retain at least 50 gaming machine entitlements in relation to Club Thirroul's Club Licence;
  - (iii) use its best endeavours to operate at the Club Thirroul Premises a number of gaming machines which is equal to the number of gaming machine entitlements issued to those premises, but in any event to operate not less than the number of gaming machines at the Club Thirroul Premises in operation as at Amalgamation Completion; and
  - (iv) operate the Club Thirroul Premises as a separate set of registered club premises of the Amalgamated Club,

in the manner referred to in clause 5.2 but subject to clauses 10 and 11.
- (d) Subject to clauses 10 and 11 of this MOU, Club Thirroul and Ryde-Eastwood Leagues intends that the Amalgamated Club will for at least 10 years after Amalgamation Completion:
  - (i) continue to trade from the Club Thirroul Premises; and

- (ii) retain the core property of Club Thirroul/Major Assets of Club Thirroul.

## 7.2 Other assets

Other Assets will form part of the assets of the Amalgamated Club on Amalgamation Completion and may be used, maintained or disposed of in the ordinary course of its business, but the Major Assets of Club Thirroul and the gaming machine entitlements of Club Thirroul's Club Licence must be retained in accordance with this clause 7 and subject to clauses 10 and 11.

## 8 Risks of not meeting any specified intentions regarding preservation of the core property of Club Thirroul

Clause 7(2)(e1) of the Registered Clubs Regulation

- (a) The risks of the Amalgamated Club not meeting the intentions to preserve the core property of Club Thirroul include that:
- (i) the only core property of Club Thirroul is the Club Thirroul Premises; and
  - (ii) if the Club Thirroul Premises are disposed, then the ability to use the Club Thirroul Premises as a registered club will cease.
- (b) The likelihood that the risks outlined in clause 8(a) will be realised are mitigated because of the restrictions on disposal of the Major Assets of Club Thirroul contained in the Registered Clubs Act and the additional restrictions set out in clauses 10 and 11 of this MOU.

## 9 Agreement under section 17A(1) of the Registered Clubs Act relating to the period during which the Major Assets of Club Thirroul must not be disposed

Clause 7(2)(e2) of the Registered Clubs Regulation

The Amalgamated Club may not dispose of the Major Assets of Club Thirroul except in accordance with clauses 10 and 11.

## 10 Ceasing to Trade from the Club Thirroul Premises or Changing Objects

Clause 7(2)(f) of the Registered Clubs Regulation

- (a) Ryde-Eastwood Leagues does not intend to cease trading from the Club Thirroul Premises. However, with effect from Amalgamation Completion, the objects of the Amalgamated Club will be the objects of Ryde-Eastwood Leagues.
- (b) Ryde-Eastwood Leagues intends to operate the Amalgamated Club in the manner referred to in clause 5.
- (c) For the purposes of clause 7(2)(f) of the Registered Clubs Regulation, Ryde-Eastwood Leagues and Club Thirroul have agreed that the Amalgamated Club may cease trading at the Club Thirroul Premises in the following circumstances:
- (i) upon the order of any Court or body with jurisdiction to administer the laws in relation to liquor, gaming and registered clubs;

- (ii) upon the lawful order of any Government Agency;
- (iii) if the Club Thirroul Premises were destroyed or partially destroyed by fire, flood, storm etc., except where appropriate insurance cover is available to reinstate the Club Thirroul Premises or where it is otherwise economically viable to do so provided that the Amalgamated Club maintain the following insurance policies with a reputable insurer in Australia:
  - (A) public liability insurance in the amount of \$20,000,000 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; and
  - (C) workers compensation insurance;
- (iv) if it is not financially viable for the Amalgamated Club to continue to trade at the Club Thirroul Premises 5 years after Amalgamation Completion. For the purposes of this clause 10(c)(iv), trading from the Club Thirroul Premises will be deemed to be not financially viable if the EBITDAR Percentage for the Club Thirroul Premises is less than an average of 10% over four consecutive quarters in the period between 5 years and one day after Amalgamation Completion and up to 10 years after Amalgamation Completion:

For the avoidance of doubt:

- (A) for the first 5 years after Amalgamation Completion, there will be no requirement for the Club Thirroul Premises to meet a minimum EBITDAR;
- (B) the EBITDAR Percentage shall be calculated by dividing the EBITDAR of the Club Thirroul Premises by total revenue of the Club Thirroul Premises for the relevant period (EBITDAR Percentage); and
- (C) the Board may, despite any other provision of this MOU, manage the operation of the Club Thirroul Premises in such manner as it considers appropriate in order to achieve financial viability of the Club Thirroul Premises following Amalgamation Completion, including within the meaning of this clause 10(c)(iv).

## 11 Minimum Period

### Clause 7(2)(g) of the Registered Clubs Regulation

- (a) Ryde-Eastwood Leagues does not intend to cease trading from the Club Thirroul Premises. Ryde-Eastwood Leagues intends to operate the Club Thirroul Premises in the manner referred to in clause 5 for a minimum period of 5 years after Amalgamation Completion and would only cease to trade in the circumstances referred to in clause 10.
- (b) The parties acknowledge and agree that:
  - (i) the minimum EBITDAR requirements for the Club Thirroul Premises apply in the period between 5 years and 10 years after Amalgamation Completion;
  - (ii) the EBITDAR Percentage requirements are well below what is applicable for registered clubs (which is 15%); and

- (iii) if the minimum EBITDAR Percentage requirements set out in clause 10(c)(iv) are met in the period between 5 years to 10 years after Amalgamation Completion, the Club Thirroul Premises will continue to operate as a registered club during that period.

## **12 General**

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### **12.1 Stamp duty**

Ryde-Eastwood Leagues must pay all stamp duty (including any penalties) payable or assessed in connection with this MOU and any document required by or contemplated under this MOU.

### **12.2 Legal costs**

Subject to any other express provision of this MOU, each party must pay its own legal and other costs and expenses relating to:

- (a) negotiation, preparation and execution of this MOU and the Deed of Amalgamation; and
- (b) effecting Amalgamation Completion.

### **12.3 Entire agreement**

This MOU and the Deed of Amalgamation:

- (a) are the entire agreement between the parties in relation to the proposed amalgamation of the parties; and
- (b) supersede all previous agreements.

### **12.4 Counterparts**

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

### **12.5 Variation**

The parties can only vary a term of this MOU if the variation is in writing and both parties sign, and approval is given by the Members of both parties in general meeting.

### **12.6 Termination**


This MOU is terminated immediately on termination of the Deed of Amalgamation and clause 16 of the Deed of Amalgamation will apply to termination of this MOU.

**Executed as a deed by Ryde-Eastwood Leagues Club Ltd**

**Executed as a deed by Ryde-Eastwood  
Leagues Club Ltd ABN 77 000 431 792 in  
accordance with section 127 of the  
Corporations Act 2001 (Cth):**

  
\_\_\_\_\_  
Director

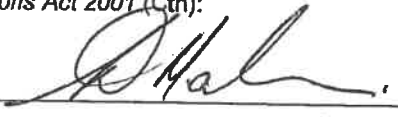
JAMES McCLYMONT  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

MALCOLM CHAPPLE  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Executed as a deed by Thirroul Bowling, Leagues & Recreation Club Ltd

Executed as a deed by Thirroul Bowling,  
Leagues & Recreation Club Ltd ABN 26 001  
002 991 in accordance with section 127 of the  
Corporations Act 2001 (Cth):

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

  
\_\_\_\_\_  
\*Director/\*Company Secretary

  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

