

MEMORANDUM OF UNDERSTANDING

DATED

11TH NOVEMBER 2025

PARTIES

LINDFIELD BOWLING CLUB (ACN 000 089 878)

AND

NORTH SHORE BRIDGE CLUB INCORPORATED (REGISTRATION NO: Y2229725)

This Memorandum of Understanding is made on *11 NOVEMBER* 2025

BETWEEN

NORTH SHORE BRIDGE CLUB INCORPORATED (REGISTRATION NO: Y2229725) of 2b Cariyle Rd, East Lindfield New South Wales 2070 ("**North Shore Bridge Club**").

and

LINDFIELD BOWLING CLUB (ACN 000 089 878) of 2b Cariyle Rd, East Lindfield New South Wales 2070 ("**Lindfield Bowling Club**").

BACKGROUND

- (A) Lindfield Bowling Club is incorporated under the Corporations Act, operates a registered club under the RCA in New South Wales and was established to, among other things, promote the game of bowls in Lindfield.
- (B) Lindfield Bowling Club has about 120 members. Its board has identified future difficulties maintaining its club house, bowling greens and ultimately its financial viability.
- (C) North Shore Bridge Club is an incorporated association incorporated under the Associations Incorporation Act and is engaged in the promotion of the game of bridge.
- (D) North Shore Bridge Club has about 1,650 members and occupies:
 - (a) part of the Lindfield Bowling Club's Premises as a tenant; and
 - (b) the Willis Recreation and Sports Centre in Middle Cove as a tenant,in addition to providing online bridge tournaments and activities for its members.
- (E) Following extensive negotiation, North Shore Bridge Club and Lindfield Bowling Club have agreed to Amalgamate the two clubs on the terms set out in this Memorandum.

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Memorandum unless the context otherwise requires:

- (a) "**Amalgamated Club**" means the amalgamated registered club of Lindfield Bowling Club incorporating members of North Shore Bridge Club who join Lindfield Bowling Club. The corporate vehicle of the Amalgamated Club will be Lindfield Bowling Club trading as Lindfield Bowling & Bridge Club;
- (b) "**Amalgamate**" and "**Amalgamation**" means the amalgamation/merger of the Clubs in accordance with this Memorandum, but for the avoidance of doubt does not carry the same meaning as set out in the RCA or in the Associations Incorporation Act;
- (c) "**Assets**" means all of the goodwill, land, personal property, equipment, stock, intellectual property, taxation benefits and all other property, tangible or intangible belonging to Lindfield Bowling Club at the time of the Effective Date of the Amalgamation;
- (d) "**Associations Incorporation Act**" means the *Associations Incorporation Act 2009* (NSW);
- (e) "**Bowling Members**" includes all full members of Lindfield Bowling Club, including Life Members but excluding Social Members;
- (f) "**Bowls Days**" means any days when games of bowls are organised by selectors, the games are recorded and green fees are paid to play bowls at Lindfield Bowling Club;

- (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 North Shore Bridge Club and Lindfield Bowling Club;
- (i) **"Club Licence"** means the *Club Liquor Licence* (Licence number: LIQC300228231) issued to Lindfield Bowling Club under the *Liquor Act*;
- (j) **"Completion of the Amalgamation"** means the day on which all of the following has occurred:
 - (i) the Effective Date of the Amalgamation;
 - (ii) the matured surplus cash and investments of North Shore Bridge Club (i.e. being after payment of its Debts and Liabilities) are transferred to Lindfield Bowling Club in accordance with clause 5.5(c) (with any surplus cash investments which have not yet matured being transferred when they do mature in accordance with clause 5.5(c)); and
 - (iii) the members of North Shore Bridge Club, who make application for membership of Lindfield Bowling Club, are admitted as Bridge members of Lindfield Bowling Club.
- (k) **"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;
- (l) **"Corporations Act"** means the *Corporations Act 2001* (Cth), and the Regulations made thereunder;
- (m) **"Debts"** means the accumulated debts of Lindfield Bowling Club and of North Shore Bridge Club at the time of Completion of the Amalgamation;
- (n) **"Effective Date of the Amalgamation"** means the day on which both of the following have occurred:
 - (i) Lindfield Bowling Club's members approve the Amalgamation and amendments to its Constitution as foreshadowed in this Memorandum; and
 - (ii) North Shore Bridge Club's members approve the Amalgamation;
- (o) **"Employee Entitlements"** means all entitlements to salary or wages, annual leave, long service leave and other entitlements under any industrial instrument or agreement between North Shore Bridge Club and any of its employees;
- (p) **"Force Majeure"** means an event which is beyond the reasonable control of a party; and includes but is not limited to:
 - (i) an act of God;
 - (ii) a breakdown or destruction of plant and equipment;
 - (iii) a shortage of or inability to secure fuel, power, material or labour;
 - (iv) a flood, earthquake, rockfall or landslide;
 - (v) a government act or regulation including but not limited to, exchange control by government having jurisdiction over the parties effected;
 - (vi) a blockade, riot, civil insurgence, act of terrorism or war;
 - (vii) lightning, fire or explosion; or

- (viii) epidemic or quarantine restriction;
- (q) **"GST"** means Goods and Services Tax under *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (r) **"Land"** means all of the real property owned and occupied by Lindfield Bowling Club as shown in Schedule A;
- (s) **"Lindfield Bowling Club Premises"** means Lindfield Bowling Club's current premises located at 2b Carlyle Road, East Lindfield NSW 2070 as described in Schedule A;
- (t) **"Liabilities"** means all liabilities, losses, damages, outgoings, costs and expenses of Lindfield Bowling Club and North Shore Bridge Club (whatever description);
- (u) **"Lindfield Bowling Club's Secretary"** means the individual who fulfils the Secretary or Secretary Manager's role at Lindfield Bowling Club;
- (v) **"Liquor Act"** means the *Liquor Act 2007* (NSW) and the Regulations made thereunder;
- (w) **"Memorandum"** means this Memorandum of Understanding;
- (x) **"North Shore Bridge Club's Secretary"** means the individual who fulfils the Secretary role at North Shore Bridge Club or some other nominated representative;
- (y) **"Ordinary Resolution"** means a resolution that is supported by a simple majority of the votes cast by members who are entitled to vote (i.e. 50% plus 1);
- (z) **"Party"** means the respective management and Board of Directors of Lindfield Bowling Club and North Shore Bridge Club;
- (aa) **"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 Lindfield Bowling Club and of North Shore Bridge Club in the conduct of each club's business, including but not limited to corporate, accounting and statutory records;
- (bb) **"Regular Active Bowlers"** means bowlers who participate in Bowls Days;
- (cc) **"Regulations"** means the Regulations to any Act of parliament referred to in this Memorandum;
- (dd) **"RCA"** means the *Registered Clubs Act 1976* (NSW) and the Regulations made thereunder;
- (ee) **"Special Resolution"** means a resolution that is supported by at least three-quarters of the votes cast by members who are entitled to vote.

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

General

2.1 North Shore Bridge Club and the Lindfield Bowling Club agree to Amalgamate in accordance with this Memorandum.

2.2 The Amalgamation will be completed by:

- (a) continuation of Lindfield Bowling Club as the Amalgamated Club; and
- (b) dissolution of North Shore Bridge Club; and
- (c) transfer of the surplus cash and investments of North Shore Bridge Club (i.e. after payment of its Debts and Liabilities) to Lindfield Bowling Club.

2.3 The Amalgamation is intended to:

- (a) provide and preserve a vibrant club as an asset for the Lindfield community, promoting the games of bowls and bridge;
- (b) improve the financial viability of Lindfield Bowling Club and allow for its facilities and amenities to be managed and maintained into the future;
- (c) provide a "forever home" (a place to settle and establish lasting ties - physically, socially, and financially), reflecting a strong sense of stability, belonging and commitment to the Amalgamated Club as the permanent home for members of North Shore Bridge Club and Lindfield Bowling Club and for the Lindfield Bowling Club to be *the corporate vehicle of the Amalgamated Club which will promote the games of bowls and bridge*;
- (d) promote the concept of "We Are One" for both Clubs - a unifying principle reflecting the shared commitment to working together as a single, stronger club - bringing together the best of both organisations through combined experience, diverse interests, and a common purpose. "We Are One" is more than a slogan; it's a promise of unity, collaboration, and mutual respect as the Clubs move forward together.

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 Lindfield Bowling Club and North Shore Bridge Club will be asked to approve the amalgamation at separate general meetings of the members of each Club. These meetings will be called and held in the manner referred to in clause 13 below; and
- (c) the members of Lindfield Bowling Club will be asked to approve (by Special Resolution) amendments to Lindfield Bowling Club's Constitution in the manner provided for in clause 13.5 below.

Due Diligence

- 2.5 The Clubs may undertake a due diligence review of each other's financial position and operations.
- 2.6 Lindfield Bowling Club will, if required, provide a list of information and copies of its Records (including, but not limited to, details of its Assets, Debts and Liabilities) and assistance to North Shore Bridge Club in order for North Shore Bridge Club to properly carry out and complete the due diligence review.
- 2.7 North Shore Bridge Club will, if required, provide a list of information and copies of its Records (including, but not limited to, details of its Assets, Debts and Liabilities) and assistance to Lindfield Bowling Club in order for Lindfield Bowling Bridge Club to properly carry out and complete the due diligence review.

3 THE MANNER IN WHICH THE PREMISES AND OTHER FACILITIES OF THE LINDFIELD BOWLING CLUB WILL BE MANAGED

- 3.1 As at the Effective Date of the Amalgamation, the Amalgamated Club will continue to operate and trade from the Lindfield Bowling Club Premises.
- 3.2 The Constitution of Lindfield Bowling Club will be amended and the composition of the Board of Lindfield Bowling Club will change to provide North Shore Bridge Club with positions on the Board of the Amalgamated Club as set out in this Memorandum.
- 3.3 The responsibility and control of the Lindfield Bowling Club, including the Lindfield Bowling Club Premises will remain with the Board of the Amalgamated Club with effect from the Effective Date of the Amalgamation.

4 A LIST OF THE TRADITIONS AND AMENITIES THAT WILL BE PRESERVED OR CONTINUED BY THE AMALGAMATED CLUB

- 4.1 The traditions, culture, and memorabilia of Lindfield Bowling Club will be maintained by the Amalgamated Club at the Lindfield Bowling Club Premises in accordance with this Memorandum and includes, but is not limited to, the traditions listed in Schedule B.
- 4.2 The traditions, culture, and memorabilia of North Shore Bridge Club will be maintained by the Amalgamated Club at the Lindfield Bowling Club Premises in accordance with this Memorandum.
- 4.3 The Amalgamated Club will aim to support the local community of Lindfield, and it will explore opportunities to expand any community support.

5 INTENTIONS REGARDING THE FUTURE DIRECTION OF THE AMALGAMATED CLUB

- 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, the Clubs have agreed to operate the Amalgamated Club and the Lindfield Bowling Club Premises in accordance with this clause 5.
- 5.2 The vision of the Clubs in undertaking this Amalgamation is to strategically re-align the Amalgamated Club to offer all forms of activities while keeping lawn bowls and bridge as integral pillars of the Amalgamated Club's long-term strategy and to promote social interaction, participation and longevity of the Amalgamated Club's membership.

Amalgamated Club Premises

- 5.3 As at the Effective Date of the Amalgamation, the Amalgamated Club will operate and trade from the Lindfield Bowling Club Premises and retain the Club Licence with respect to the Lindfield Bowling Club Premises.
- 5.4 The Lindfield Bowling Club Premises will be renamed and known as "*Lindfield Bowling & Bridge Club*" subject to approval of the Australian Securities and Investments Commission and the Independent Liquor and Gaming Authority. If that name is not available, the Board of the Amalgamated Club shall determine a name, as similar as possible, to that name.

5.5 The Clubs acknowledge and agree that:

- (a) Lindfield Bowling Club has bank reserves and investments of approximately three hundred thousand dollars (\$300,000.00) which will be retained as general funds for the Amalgamated Club;
- (b) As at the date of this Memorandum, North Shore Bridge Club has surplus bank reserves and investments of approximately two million dollars (\$2,000,000.00).
- (c) North Shore Bridge Club must:
 - (i) as soon as practicable after the Effective Date of the Amalgamation, transfer all the cash and investments which have matured to the Amalgamated Club's bank account;
 - (ii) transfer the balance of the cash investments which have not matured as at the date of this Memorandum, as soon as practicable (and within no later than 30 days) after they have matured and prior to the winding up or dissolution of North Shore Bridge Club; and
- (d) Notwithstanding clause 5.5(c) North Shore Bridge Club as a sub-club of the Amalgamated Club may continue to maintain bank accounts in its own name as deemed appropriate by the Amalgamated Club Board for the purpose of collecting funds from North Shore Bridge Club members to ensure a smooth transition of its funds to the Amalgamated Club. These funds will be regularly transferred to the Amalgamated Club's bank account(s).

5.6 Subject to clause 9, the Amalgamated Club:

- (a) must carry on the business of a licensed registered club under the RCA and the Liquor Act at the Lindfield Bowling Club Premises with all the facilities and amenities of a registered club;
- (b) *intends to operate the Lindfield Bowling Club Premises as a successful and well supported bowling, bridge and social club; and*
- (c) intends to create a welcoming family-oriented environment that supports and services the Lindfield community, and in line with this goal, both Clubs agree that there shall be no gaming machines on the Lindfield Bowling Club Premises for a period of 20 years from the date of Amalgamation;
- (d) intends to, subject to the requirements of this clause 5.6(d), use reasonable *endeavours to spend in the order of one million two hundred thousand dollars (\$1,200,000.00 plus GST) within three (3) years from the Effective Date of the Amalgamation:*
 - (i) with an immediate commitment, subject to obtaining the necessary approvals and permits from all relevant authorities including Ku-ring-gai Council, to refurbish sequentially two (2) bowling greens by the installation of synthetic grass greens while continuing to maintain two greens until the second synthetic green is completed.
 - (ii) undertake capital works and/or services works including necessary maintenance, to the buildings and amenities at the Lindfield Bowling Club Premises; and

(collectively referred to as, "**capital and services works**") with the final nature, final budget and final timeframe for completion of the capital and services works to be determined by the Board of the Amalgamated Club in its absolute discretion;
- (e) *intends to improve trading at the Lindfield Bowling Club Premises;*

- (f) must commit to the provision of lawn bowls as outlined in Schedule C on two (2) bowling greens on Bowls Days for at least the first three (3) years after The Effective Date of the Amalgamation; and after this period:
 - (i) on two bowling greens while the number of Regular Active Bowlers exceeds on average 24 per Bowls Day over a rolling 24-week period; and
 - (ii) on one bowling green if the number of Regular Active Bowlers exceeds on average 12 per Bowls Day, but is less than 24 per Bowls Day, over a rolling 24-week period;
 - (iii) in the event of a significant resurgence in active bowling members consideration will be given to reinstating a second bowling green if necessary; and
 - (iv) a reduction in the number of bowling greens will require a resolution of the Board of the Amalgamated Club acting reasonably and in accordance with the parameters referred to in this clause.

5.7 After the expiry of three (3) years from the Effective Date of the Amalgamation, the Amalgamated Club will not be required to prepare bowling greens as per Schedule C for games of lawn bowls if the average number of Regular Active Bowlers is less than 12 per Bowls Day over a rolling 24-week period.

Bowling Activities and Bowling Sub-Club

- 5.8 *The Amalgamated Club will create an unincorporated Sub-Club known as the Lindfield Rollers Bowling Club (Rollers) which will be responsible for the conduct and administration of bowling at the Lindfield Bowling Club Premises on behalf of the Amalgamated Club.*
- 5.9 It is intended that the Rollers will, subject always to the direction and control of the Board of the Amalgamated Club:
- (a) have its own rules, committee and members;
 - (b) maintain its traditions including, but not limited to, those listed in Schedule B;
 - (c) continue using the existing names and insignia;
 - (d) elect its own committee in accordance with its rules;
 - (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 Amalgamated Club) as such controlling bodies may from time to time require;

Budget

- 5.10 The Rollers committee will prepare and lodge an annual budget with the Board of the Amalgamated Club. The Board of the Amalgamated Club may not unreasonably withhold approval of the budget, provided it relates to the activities and expenses set out in this clause 5.10 and subsequently determine the amount of annual funding to be provided to the Rollers based on that budget. The annual budget may cover:
- (a) all relevant fees payable to relevant associations (including affiliation fees) in respect of the Bowling Sub-Club's activities;
 - (b) all fees for club representative competitions;
 - (c) all relevant trophies, prizes and prize money for bowling competitions and events and the recoupment of competition fees; and
 - (d) such other expenses as the Bowling Sub-Club traditionally meets and/or are in the normal course of the Bowling Sub-Club's activities.

- 5.11 The Clubs agree that the Rollers committee will from the Effective Date of the Amalgamation, introduce a new fee structure as follows:
- (a) Bowling member annual subscriptions of \$200 each; and
 - (b) Green fees of \$20 for each game.

These fees shall remain in place until at least 30 June 2027.

The Board of the Amalgamated Club shall approve the above fee structure, subject to increases permissible under clause 5.13.

- 5.12 The existing privileges of the Bowling Club's Life Members will continue.
- 5.13 The Clubs agree that the amounts referred to in clause 5.11 can only be increased by unanimous resolution of the Board of the Amalgamated Club provided that Bowls fees are not more than 25% higher than Bridge fees and the relationship between the subscriptions being that the Bowls subscription cannot be more than 3 times greater than the Bridge subscription.

Bridge Activities and Bridge Sub-Club

- 5.14 The Amalgamated Club will recognise the North Shore Bridge Club as an unincorporated Sub-Club which will be responsible for the conduct and administration of bridge at the Lindfield Bowling Club Premises.
- 5.15 It is intended that North Shore Bridge Club will, subject always to the direction and control of the Board of the Amalgamated Club:
- (a) have its own rules, committee and members;
 - (b) maintain its traditions;
 - (c) continue using the existing names and branding;
 - (d) elect its own committee in accordance with its rules;
 - (e) be eligible to affiliate with such bodies controlling bridge in New South Wales and Australia on such terms and conditions (not inconsistent with the Constitution of the Amalgamated Club) as such controlling bodies may from time to time require;
- 5.16 The North Shore Bridge Club committee will prepare and lodge an annual budget with the Board of the Amalgamated Club. The Board of the Amalgamated Club may not unreasonably withhold approval of the budget, provided it relates to the activities and expenses set out in this clause 5.16 and subsequently determine the amount of annual funding to be provided to the Bridge sub-club based on that budget. The annual budget may cover:
- (a) all relevant fees payable to relevant associations (including affiliation fees) in respect of the bridge Sub-Club's activities;
 - (b) *all relevant trophies, prizes and prize money for bridge competitions and events and the recoupment of competition fees; and*
 - (c) such other expenses as the North Shore Bridge Club traditionally meets and/or are in the normal course of the North Shore Bridge Club's activities.

Other Sub Clubs

- 5.17 If, at the date of this Memorandum, there are any sub-clubs at Lindfield Bowling Club (other than the Bowls Sub-Club 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 are also members of Lindfield Bowling Club.

6 INTENTIONS REGARDING CASH OR INVESTMENTS OF BOTH CLUBS

- 6.1 The cash and investments (if any) of the Lindfield Bowling Club will remain in the general reserves of the Amalgamated Club.
- 6.2 The cash investments and liabilities (if any) of the North Shore Bridge Club will be transferred to the general reserves of the Amalgamated Club.

7 INTENTIONS REGARDING EMPLOYEES

- 7.1 All employees of Lindfield Bowling Club will continue with their current employment, and all employment terms, rights and accrued entitlements will be maintained.
- 7.2 Brian Dowsett will be offered a 12 month tenancy agreement under the current conditions for the flat he currently occupies.
- 7.3 All permanent employees of North Shore Bridge Club will be offered equivalent positions with the Amalgamated Club with all employment terms (salary, benefits, entitlements) transferring in full. Casual employees of North Shore Bridge Club will be offered continued employment opportunities with the Amalgamated Club, and existing casual rates and conditions will be maintained.

8 LINDFIELD BOWLING CLUB'S CORE PROPERTY

For the purposes of the RCA, the Lindfield Bowling Club Premises are the "core property" of Lindfield Bowling Club.

9 DISPOSAL OF LINDFIELD BOWLING CLUB'S CORE PROPERTY

- 9.1 Despite any other provision of this Memorandum, for at least ten (10) years after Effective Date of the Amalgamation:
 - (a) ownership of all of the Land must remain with the Amalgamated Club; and
 - (b) the Amalgamated Club must remain a registered club under the RCA and must retain the Club Licence.
- 9.2 Clause 9.1 does not prevent a lease or licence of any of the Land during the period of ten (10) years after the Effective Date of the Amalgamation, subject to:
 - (a) compliance with the Constitution of the Amalgamated Club;
 - (b) section 41E of the RCA; and
 - (c) the obligations contained in this Memorandum for the provision of lawn bowls and bridge.

For the avoidance of doubt, the obligations in this Memorandum for the provision of lawn bowls and bridge are paramount to any lease or licence of the Land.

- 9.3 After the expiry of ten (10) years after the Effective Date of the Amalgamation, disposal (as defined in section 41E(6) of the RCA) of the Land is subject to the requirements of the Constitution of the Amalgamated Club and section 41E of the RCA.

10 CONTINUING OBLIGATION

The Amalgamated Club does not intend to cease trading from the Lindfield Bowling Club Premises and intends to operate the Lindfield Bowling Club Premises in the manner referred to in clause 3 and to not dispose of the Land. The Amalgamated Club will cease to trade only on circumstances referred to in clause 11.

11 THE CIRCUMSTANCES THAT WOULD PERMIT THE AMALGAMATED CLUB TO CEASE TRADING ON THE PREMISES OF THE LINDFIELD BOWLING CLUB

11.1 The Amalgamated Club does not intend to cease trading from the Lindfield Bowling Club Premises. However, the Clubs agree that the following circumstances would permit the Amalgamated Club to cease trading from Lindfield Bowling Club Premises:

- (a) upon the order of any Court or body with jurisdiction to administer the laws in relation to liquor, gaming and registered clubs;
- (b) upon the lawful order of any government authority;
- (c) if the Lindfield Bowling Club Premises were 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 registered club to be operated at the Lindfield 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 Lindfield Bowling Club Premises.

12 BINDING EFFECT OF MEMORANDUM

12.1 North Shore Bridge Club and the Lindfield Bowling Club agree that this Memorandum is binding on them.

13 CALLING OF MEETINGS AND ADMISSION OF NORTH SHORE BRIDGE CLUB MEMBERS TO MEMBERSHIP OF LINDFIELD BOWLING CLUB

13.1 North Shore Bridge Club will call a general meeting of the ordinary members of North Shore Bridge Club for the purposes of considering and if thought fit passing an Ordinary Resolution approving the Amalgamation.

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 Lindfield Bowling Club will call a general meeting of the ordinary members of Lindfield Bowling Club for the purposes of considering and if thought fit passing an Ordinary Resolution approving the Amalgamation in principle.

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 13.3, Lindfield Bowling Club will, at the meeting referred to in clause 13.3, submit to those members eligible to attend and vote: a Special Resolution or Special Resolutions to give effect to the following, with such amendments taking effect from the Effective Date of the Amalgamation unless stated otherwise:

- (a) change the name of the Club to "*Lindfield Bowling & Bridge Club*" and to amend the Constitution of Lindfield Bowling Club, subject to approval the Australian Securities and Investments Commission of the change of name;
- (b) the creation of a new class of membership known as "Bridge members" having the same rights and entitlements as Bowling members (except the right to Bowl which may be conferred on the payment of an additional fee or subscription set by the Board of the Amalgamated Club as set out in clauses 5.11 and 5.13);
- (c) all members of North Shore Bridge Club will be able to apply for membership of Lindfield Bowling Club in the manner referred to in this clause ;

- (d) all members of North Shore Bridge Club who apply to become members of Lindfield Bowling Club will be admitted as Bridge members of Lindfield Bowling Club as soon as practicable after the Effective Date of the Amalgamation and both Clubs have passed the resolutions contemplated by this clause 13.
- (e) the objects of Lindfield Bowling Club will be amended to include promotion of the game of bridge (being in addition to promotion of the game of bowls);
- (f) with effect from the Effective Date of the Amalgamation:
 - (i) for a period of between a minimum of one (1) year and a maximum of two (2) years, the Board of the Amalgamated Club will comprise:
 - (A) four (4) Bridge Members, whose nomination has been approved by the North Shore Bridge Club Committee; and
 - (B) three (3) Life Members or Bowling Members, whose nomination has been approved by the Rollers Committee,

with the Chairperson being a Bowls Member and the Deputy Chairperson being a Bridge member;
 - (ii) at subsequent elections after the appointment period in clause 13.5(f)(i) above, the Board will be elected annually and comprise seven (7) directors from all eligible members, provided that:
 - (A) at least two (2) directors must be Bowling Members;
 - (B) at least two (2) directors must be Bridge members;
 - (C) if either the members of a sub-club fail to nominate at least two (2) directors, the unfilled director positions may be filled by nominations received from the members of the other sub-club;
 - (D) a casual vacancy in the office of any director who is:
 - (I) a Bridge Member, must be filled by another Bridge Member approved in writing by the North Shore Bridge Club Committee;
 - (II) a Bowling Member, must be filled by another Bowling Member approved in writing by the Rollers Committee; and
 - (III) if either sub-club fails to nominate a director, the unfilled director positions may be filled by nominations received from the other sub-club.

13.6 As soon as practicable after all the relevant resolutions referred to in this clause 13 are passed by each Club:

- (a) Lindfield Bowling Club will forward to each member of North Shore Bridge Club, who is not already a member of Lindfield Bowling Club Ltd, a written invitation to become a Bridge member of Lindfield Bowling Club; and
- (b) subject to clause 13.7, any member of North Shore Bridge Club who accepts the invitation and agrees in writing to be bound by the Constitution of Lindfield Bowling Club will (subject to the name of that person being displayed on the noticeboard of Lindfield Bowling 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 Lindfield Bowling Club) be elected by a resolution of the Board of Lindfield Bowling Club to Bridge membership of Lindfield Bowling Club with effect from the Effective Date of the Amalgamation.

- 13.7 Notwithstanding anything contained in this Memorandum and unless otherwise determined by the Board of the Amalgamated Club, any member of North Shore Bridge Club who, at the Effective Date of the Amalgamation, is listed in Lindfield Bowling Club's "*register of banned patrons*" shall not be admitted to membership of the Amalgamated Club.

14 WARRANTIES AND OPERATIONAL ARRANGEMENTS

- 14.1 Lindfield Bowling Club warrants to North Shore Bridge Club that from the date of this Memorandum to the date of Completion of the Amalgamation, Lindfield Bowling Club will:
- (a) maintain the Assets of Lindfield 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 Lindfield Bowling Club insured in amounts representing their full replacement or reinstatement value against fire and other risks normally insured;
 - (b) 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; and
 - (c) use reasonable endeavours to not do anything which may materially damage the goodwill of its business or that of the North Shore Bridge Club.
- 14.2 Each of Lindfield Bowling Club's warranties contained in clause 14.1 remains in full force and effect notwithstanding Completion of the Amalgamation.
- 14.3 Without limiting its other rights, and notwithstanding any other provision of this Memorandum, North Shore Bridge Club may terminate this Memorandum and the Amalgamation at any time prior to the Effective Date of the Amalgamation if there is any material breach of any of Lindfield Bowling Club's warranties set out in clause 14.1.
- 14.4 If, before the Effective Date of the Amalgamation, in relation to Lindfield Bowling Club:
- (a) an event occurs which has or may have a material effect on the profitability of the premises or value of any of the Assets;
 - (b) an event occurs which makes any warranty, or any representations or other warranties made or given become untrue or misleading;
 - (c) any Claim of any nature is threatened or asserted by or against it; or
 - (d) there is any material adverse change in the condition (financial or otherwise) or prospects of it or of its operations,
- then Lindfield Bowling Club must within a reasonable time on becoming aware of the circumstances, give notice to North Shore Bridge Club fully describing the circumstances.
- 14.5 North Shore Bridge Club warrants to Lindfield Bowling Club that from the date of this Memorandum to the Effective Date of the Amalgamation, North Shore Bridge Club will:
- (a) maintain the Assets of North Shore Bridge 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 North Shore Bridge Club insured in amounts representing their full replacement or reinstatement value against fire and other risks normally insured;
 - (b) 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; and
 - (c) use reasonable endeavours to not do anything which may materially damage the goodwill of its business or that of the Lindfield Bowling Club.
- 14.6 Each of North Shore Bridge Club's warranties contained in clause 14.5 remains in full force and effect notwithstanding Completion of the Amalgamation.

- 14.7 Without limiting its other rights, and notwithstanding any other provision of this Memorandum, Lindfield Bowling Club may terminate this Memorandum and the Amalgamation at any time prior to Effective Date of the Amalgamation if there is any material breach of any of North Shore Bridge Club's warranties set out in clause 14.5

15 ACCESS TO RECORDS

From the date of this Memorandum, each Club will provide the other Club at all reasonable times access to the Club Premises, Records and other information and material reasonably required (including for the purpose of any due diligence referred to in clause 2.5 if required).

16 CONFIDENTIALITY

- 16.1 A party must not without the prior written approval of the other disclose the other party's Confidential Information except:
- (a) as required to carry out its obligations under this Memorandum;
 - (b) if required by law; or
 - (c) if the other party ceases to treat that information as confidential.
- 16.2 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.
- 16.3 A party must on demand return to the other any documents supplied by the other in connection with this Memorandum.
- 16.4 This clause 16 survives termination of this Memorandum.

17 RESOLUTION OF DISPUTES ARISING UNDER THIS MEMORANDUM

- 17.1 A party must not commence any Court or arbitration proceedings relating to a dispute unless it complies with this clause 17.
- 17.2 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.
- 17.3 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.
- 17.4 If the parties do not within seven (7) days of the receipt of the notice referred to in clause 17.2 (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,

then 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.

- 17.5 If the dispute is not resolved within six (6) weeks after notice is given under clause 17.2 a party which has complied with the provisions of this clause 17 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.

- 17.6 The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause 17 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.

18 DEREGISTRATION/DISSOLUTION OF NORTH SHORE BRIDGE CLUB

- 18.1 After Completion of the Amalgamation, at such time determined by the Board of the Amalgamated Club, North Shore Bridge Club will:
- (a) arrange for a voluntary striking off/deregistration and/or call a general meeting of its members entitled to vote under its constituent documents to consider and, if thought fit, pass the resolutions required for a members voluntary winding up of North Shore Bridge Club, which may include a Special Resolution for the purposes of section 62 of the Associations Incorporation Act; and
 - (b) carry out all acts necessary to effect such striking off/deregistration and/or winding up after the approval of those members has been given.
- 18.2 The costs of the dissolution of North Shore Bridge Club will be borne by the Amalgamated Club to the extent that insufficient funds are held by North Shore Bridge Club for that purpose on or after Completion of the Amalgamation.
- 18.3 This clause 18 survives Completion of the Amalgamation.

19 FORCE MAJEURE

- 19.1 A party is deemed not to be in breach of an obligation under this Memorandum if it cannot comply with its obligations because of a Force Majeure event.
- 19.2 A party which is subject to a Force Majeure event must take all reasonable steps to mitigate the effects of that event, keep the other party notified of progress of mitigation actions, and comply with its obligations under this Memorandum.

20 COSTS

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

21 GENERAL

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 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.
- 21.6 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.

- 21.7 This Memorandum is governed by and is to be construed in accordance with the law of New South Wales.
- 21.8 Each party must do everything necessary in good faith to give full effect to this Memorandum.
- 21.9 A party may execute this Memorandum by signing any counterpart. All counterparts constituted one document when taken together.
- 21.10 Satisfactory evidence of execution of this Memorandum will include evidence by email or *facsimile of execution by the relevant party and in such case the executing party undertakes to* provide the other party with an original of the executing party's counterpart as soon as reasonably practicable after execution.
- 21.11 A party may sign this Memorandum electronically through DocuSign or similar or by signing a copy of this Memorandum and scanning the copy of the deed to other parties, and bind itself accordingly. This will satisfy any statutory or other requirements for this Memorandum to be in writing and signed by that party.

22 TERMINATION

- 22.1 North Shore Bridge Club may terminate this Memorandum at any time prior to the Effective Date of the Amalgamation, without penalty, by giving written notice to Lindfield Bowling Club if:
- (a) the due diligence review undertaken by it on Lindfield Bowling Club (as referred to in clause 2.5) is not satisfactory to the Board of North Shore Bridge Club; or
 - (b) Lindfield Bowling Club breaches any warranty contained in clause 14.1.
- 22.2 Lindfield Bowling Club may terminate this Memorandum at any time prior to the Effective Date of the Amalgamation, without penalty, by giving written notice to North Shore Bridge Club if:
- (a) the due diligence review undertaken by it on North Shore Bridge Club (as referred to in clause 2.5) is not satisfactory to the Board of Lindfield Bowling Club; or
 - (b) North Shore Bridge Club breaches any warranty contained in clause 14.5.
- 22.3 If:
- (a) the members of North Shore Bridge Club have not passed the resolutions referred to in clause 13.1 within three (3) months of the date of this Memorandum; or
 - (b) the members of Lindfield Bowling Club have not passed the resolutions referred to in clause 13.3, within three (3) months of the date of this Memorandum,

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

- 22.4 Notwithstanding anything contained in this Memorandum, if the Effective Date of the Amalgamation is not within twelve (12) 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.
- 22.5 Any delay or forbearance in giving or withdrawing a notice pursuant to this clause 22 by a party shall not prejudice its rights to subsequently terminate this Memorandum pursuant to this clause 22.
- 22.6 *If this Memorandum is terminated in accordance with this clause 22 the Amalgamation terminates.*

23 NOTICES

- 23.1 A notice, approval, consent or other communication to a person relating to this Memorandum must be in writing and executed by duly authorised persons.
- 23.2 If the notice is to North Shore Bridge Club, then it must be addressed as follows:

- (a) **Name:** North Shore Bridge Club Incorporated
- (b) **Attention:** Terry Dunne (Secretary)
- (c) **Address:** 2b Carlyle Rd, East Lindfield NSW 2070
- (d) **Email:** secretary@northshorebridgeclub.com.au

23.3 If the notice is to Lindfield Bowling Club, then it must be addressed as follows:

- (a) **Name:** Lindfield Bowling Club
- (b) **Attention:** Ian Kimmorley
- (c) **Address:** 2b Carlyle Rd, East Lindfield NSW 2070
- (d) **Email:** ian@kimmorley.net
info@lindfieldrollers.com.au

23.4 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.

24 PROCESS FOR THE VARIATION OF THIS MEMORANDUM

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.

25 WAIVER AND THE EXISTENCE OF A POWER OR A RIGHT

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.

26 NOTES

This Memorandum will be:

- (a) made available to the members of Lindfield Bowling Club at least 21 days and North Shore Bridge Club at least 14 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 Lindfield Bowling Club and on the websites of Lindfield Bowling Club and North Shore Bridge Club for at least 21 days before any meeting as referred to in paragraph 26(a) of these Notes is held.

[illegible]

2 **Schedule B – Bowling Club Traditions**

Bowlers have many long-standing traditions. These traditions include, but are not limited to, the following:

- Bowlers control all aspects of bowls operations;
- An area within the lounge is set aside for the use of bowlers on each bowls day, sufficient that each match has access to an individual table and seating area;
- Tea and coffee is provided free of charge to bowlers on bowling days from 11:30am until 12:30pm;
- Bowlers are provided with afternoon tea and snacks free of charge after bowls on bowling days;
- The Club bar is open from noon until 6:00pm on bowling days;
- Bowlers have their own office space, locker space equipment and supplies;
- Bowlers have exclusive use of the Club premises on one day annually to hold a carnival event;
- Each new bowling member is given a shirt, cap and name tag free of charge;
- Bowls supplies are available for purchase at the bar;
- Bowling members are given a free drink on the week of their birthday and are given a bottle of wine on major (40, 50, 60 etc) birthdays;
- On each bowls day, there is a draw for winning and losing rink. The winning rink winners team members receive a bottle of wine or a free game voucher, and the losing rink team members receive a drink voucher;
- Each year, bowling club champions are awarded a free game voucher for each team member, and the winners of major singles and pairs receive a championship shirt in addition to the free game voucher;
- Bowling members who are also members of Killara Bowling Club are exempt from annual subscriptions provided they maintain their bowling membership of the Killara Bowling Club.

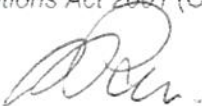
3 **Schedule C – Bowling Greens Maintenance & Preparation**

- 1 The presentation of bowling greens for bowls days includes the following:
 - Debris and dew removed from the greens;
 - Greens cut and rolled (natural greens only);
 - Ditches raked and cleaned;
 - Edges trimmed;
 - Rink markers adjusted;
 - Centre lines marked;
 - Mats and jacks placed;
 - Chalk supplied for scoreboards;
 - Bins emptied;
 - Seats wiped.

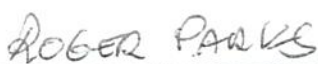
- 2 *The bowling greens shall align with, and perform to, the standard as mentioned in the "World Bowls Performance Standards For Flat Green Bowls Surfaces Part 3 Section 4".*

Executed as a Deed.

Executed by **LINDFIELD BOWLING CLUB** in
accordance with section 127 of the
Corporations Act 2001 (Cth):



Director



Name of Director
BLOCK LETTERS

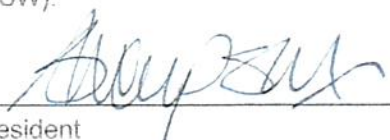


*Director/*Company Secretary



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

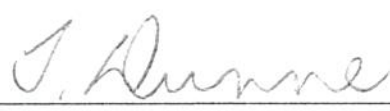
Executed by **NORTH SHORE BRIDGE CLUB
INCORPORATED** in accordance with section
22 of the *Associations Incorporation Act 2009*
(NSW):



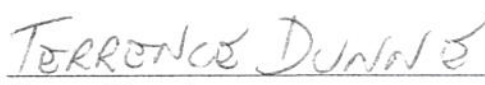
President



Name of President
BLOCK LETTERS



Secretary



Name of Secretary
BLOCK LETTERS
*please strike out as appropriate