

# Memorandum of Understanding

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Ingleburn RSL Sub-Branch Club Limited ACN 163 551 086  
(“Ingleburn RSL”)

Club Redfern Limited ACN 001 064 437  
(“Club Redfern”)

This Memorandum of Understanding is made on 13 May 2024.

**BETWEEN:** Ingleburn RSL Sub-Branch Club Limited ACN 163 551 086 of 70 Chester Road, Ingleburn NSW 2565 ("Ingleburn RSL")

**AND** Club Redfern Limited ACN 001 064 437 of 157 Redfern Street, Redfern, NSW 2016 ("Club Redfern")

## RECITALS

- (A) Ingleburn RSL and Club Redfern are both registered clubs under the Registered Clubs Act.
- (B) On 20 June 2023 Ingleburn RSL called for expressions of interest to amalgamate from other clubs.
- (C) Club Redfern submitted an expression of interest to Ingleburn RSL on 10 July 2023 indicating an interest in amalgamating with Ingleburn RSL.
- (D) Ingleburn RSL accepted the expression of interest from Club Redfern referred to in Recital (C) and Club Redfern and Ingleburn RSL have agreed to amalgamate in accordance with the terms set out in this Memorandum of Understanding.
- (E) The amalgamation between Ingleburn RSL and Club Redfern is also subject to the approval of both Clubs' members and the Authority as required by the Registered Clubs Act.
- (F) The Amalgamation is always subject to compliance with the requirements of the Registered Clubs Act, the Registered Clubs Regulation 2015, the Liquor Act and the Corporations Act.
- (G) This Memorandum of Understanding satisfies the requirements of the Registered Clubs Regulations in that it deals with and legally binds Ingleburn RSL and Club Redfern to all matters relating to the Amalgamation as required by Regulation 7 of the Registered Clubs Regulations.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS AND INTERPRETATIONS

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1.1 In this Memorandum of Understanding unless the context otherwise requires:

"ACNC" means the Australian Charities and Not-For-Profits Commission;

"Amalgamated Club" means the amalgamated registered club of Ingleburn RSL and Club Redfern, the continuing vehicle of which will be Ingleburn RSL after Completion;

"Amalgamation" means the amalgamation of the Clubs in accordance with this Memorandum of Understanding;

**“Amalgamation Application”** means the application, or applications as the context may require, for the transfer of the Club Licence of Club Redfern (LIQC300229777) to Ingleburn RSL (including an application for provisional transfer) pursuant to Sections 60(6) and (7) of the Liquor Act;

**“Approved Secretary”** means a person approved by the Authority under section 33 of the Registered Clubs Act to act as secretary of a club.

**“Assets”** means all of the assets of Club Redfern as at Completion including without limitation the assets listed in Schedule 1;

**“Authority”** means the Independent Liquor and Gaming Authority constituted under the *Gaming and Liquor Administration Act 2007 (NSW)*;

**“Board and Board of Directors”** means the board of directors of Ingleburn RSL, or, the Amalgamated Club after Completion (as the context may require);

**“Business”** means the business of Club Redfern;

**“Business Day”** means a day that is not a Saturday, Sunday or public holiday or a bank holiday in New South Wales;

**“Business Records”** means all records relating exclusively to the Assets or the Business and, whether in paper or electronic form, other than those records which the Club Redfern is required by Law to keep;

**“Claim”** means any claim, cost, damages, debt, expense, Tax, Liability, loss, allegation, suit, action, demand, cause of action or proceeding of any kind irrespective of:

- (i) how or when it arises;
- (ii) whether it is actual or contingent;
- (iii) whether or not it is in respect of legal or other costs, damages, expenses, fees or losses;
- (iv) whether or not it is in respect of a breach of trust or of a fiduciary or other duty or obligation; and
- (v) whether or not it arises at Law or in any other way.

**“Clubs”** means both Ingleburn RSL and Club Redfern;

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

**“Club Premises”** means a licensed premises owned or controlled by Club Redfern or Ingleburn RSL or both (as the context may require).

**“Club Redfern CEO”** means the Approved Secretary of Club Redfern;

**“Club Redfern Foundation”** means a company limited by guarantee known as Club Redfern Foundation Ltd:

- (i) having objects to pursue the charitable purposes of advancing social and public welfare in the community, with a focus on the Redfern and surrounding areas of Sydney; and
- (ii) which intends to:
  - (A) register as a charity with ACNC; and
  - (B) apply for tax exemptions and concessions available to it by application to the Australian Taxation Office following ACNC registration.

**“Club Redfern Premises”** means the former premises of Club Redfern that continue as the approved licensed premises of Club Redfern in respect of Club Licence LIQC300229777;

**“Completion”** means the day on which the Assets and Club Licence of Club Redfern are transferred to Ingleburn RSL as referred to in clause 19.

**“Conditions Precedent”** means the conditions precedent to Completion as set out in clause 17 of this Memorandum of Understanding.

**“Confidential Information”** means all trade secrets and all financial, marketing and technical information, ideas, concepts, know-how, technology, business plans, strategic plans, member lists, gaming machine information, processes and knowledge which is confidential or of a sensitive nature but excludes that which is in the public domain.

**“Consideration”** for the purposes of clause 20 of this Memorandum of Understanding has the meaning given to that term by the GST Law;

**“Corporations Act”** means the *Corporations Act 2001 (Cth)* and the regulations made thereunder;

**“Encumbrance”** means any:

- (a) security granted for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement and any “security interest” as defined in sections 12(1) or (2) of the *Personal Property Securities Act 2009 (Cth)*; or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) right that a person (other than the owner) has to remove something from land (known as a *profit à prendre*), easement, public right of way, restrictive or positive covenant, lease or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a

judgment.

**“Employee Entitlements”** means all entitlements to salary or wages, annual leave, long service leave and other entitlements (including paid personal/carer’s leave) under any industrial instrument or agreement between Club Redfern and an employee of Club Redfern;

**“Final Approval”** means the confirmation pursuant to section 60(8) of the Liquor Act by the Authority whereby Club Redfern’s Club Licence will be approved to be transferred to Ingleburn RSL;

**“Gaming Machines Act”** means the *Gaming Machines Act 2001 (NSW)* and the regulations made thereunder;

**“GME”** means a gaming machine entitlement;

**“Government Agency”** means:

- (a) a government, whether foreign, federal, state, territorial or local;
- (b) a department, office or minister of a government acting in that capacity; or
- (c) a commission, the Authority, delegate, instrumentality, agency, board, or other governmental, semi-governmental, judicial, administrative, monetary or fiscal authority, whether statutory or not.

**“GST”** means the goods and services tax as imposed by the GST Law.

**“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition of a goods and services tax in Australia.

**“GST Amount”** means in relation to a Taxable Supply the amount of GST for which the maker of the Taxable Supply (**“Supplier”**) is liable in respect of the Taxable Supply.

**“GST-Free”** has the meaning given to that term by the GST Law.

**“GST Group”** has the meaning given to that term by the GST Law.

**“GST Law”** has the meaning given to that term in the GST Act.

**“Ingleburn RSL CEO”** means Approved Secretary of Ingleburn RSL;

**“Insolvency Event”** means the occurrence of any of the following events in relation to a party to this Memorandum of Understanding:

- (a) the party becomes insolvent as defined in the Corporations Act, states that it is insolvent or is presumed to be insolvent under an applicable Law;

- (b) the party is wound up, dissolved or declared bankrupt or proposes its winding up or dissolution;
- (c) the party becomes insolvent under administration as defined in the Corporations Act;
- (d) a liquidator, provisional liquidator, controller, administrator, trustee for creditors, trustee in bankruptcy or other similar person is appointed to, or takes possession or control of, any or all of the party's assets or undertaking;
- (e) the party enters into or becomes subject to:
  - (i) any arrangement or composition with one or more of its creditors or any assignment for the benefit of one or more of its creditors; or
  - (ii) it enters into or proposes to enter into any re-organisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (f) the party is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand;
- (g) the person suspends payment of its debts, ceases or threatens to cease to carry on all or a material part of its business (otherwise than in compliance with any order made by a Government Agency) or becomes unable to pay its debts when they fall due;
- (h) the party is insolvent as disclosed in its accounts or otherwise states that it is insolvent, or it is presumed to be insolvent under an applicable Law;

**"Law"** means:

- (a) all laws including without limitation any requirement of any statute, moratorium, rule, regulation, proclamation, ordinance, order or by law, present or future, and whether state, federal, or otherwise; and
- (b) any order, determination or decision of any Government Agency;

**"Liabilities"** means all liabilities (actual or contingent), losses, damages, debts, outgoings, costs and expenses of Club Redfern (whatever description) as at Completion;

**"Liquor Act"** means the *Liquor Act 2007 (NSW)* and the regulations made thereunder;

**"Material Adverse Regulatory Event"** means any ruling or decision by the Authority:

- (i) in which the Authority absolutely refuses under any circumstances to give the Final Approval, or rejects any application for which approval would be, required in order to effect Completion; or
- (ii) grants, or indicates that it will only grant, a Final Approval on conditions which are inconsistent with the rights and obligations of a party under this Memorandum of

Understanding;

**“Member”** means a member of either Ingleburn RSL or Club Redfern (as the case may be) as shown on the relevant club’s register of members at the relevant time;

**“Memorandum of Understanding” “Memorandum” or “MOU”** means this Memorandum of Understanding and it includes any attachments or annexures to it;

**“Party”** means Club Redfern and Ingleburn RSL;

**“Payment”** means any amount payable under or in connection with this Memorandum of Understanding including any amount payable by way of indemnity, reimbursement or otherwise (other than a GST Amount) and includes the provision of any non-monetary consideration;

**“Recipient”** for the purposes of clause 20 of this Memorandum of Understanding, has the meaning given to that term by the GST Law;

**“Records”** means all originals and copies in machine readable or printed form of all books, registers, files, accounts, records, reports, correspondence, files, manuals and other documents and information and materials created by, owned by, or under the control of Club Redfern;

**“RCA or Registered Clubs Act”** means the *Registered Clubs Act 1976 (NSW)*; and

**“Registered”** for the purposes of clause 20 of this Memorandum of Understanding, has the meaning given to that term by the GST Law;

**“RCR or Registered Club Regulations”** means the *Registered Clubs Regulation 2015 (NSW)*;

**“Stock”** means all food and beverage stock and any other trading stock and consumables;

**“Tax”** means a tax, levy, charge, impost, deduction, withholding or duty of any nature (including stamp and transaction duty and goods and services, (value added) or similar tax) at any time:

- (a) imposed or levied by any Government Agency; or
- (b) required to be remitted to, or collected, withheld or assessed by, any Government Agency; and

any related interest, expense, fine, penalty or other charge on those amounts;

**“Tax Invoice”** has the meaning given to that term by the GST Law;

**“Taxable Supply”** has the meaning given to that term by the GST Law.

## 1.2 Business days

If the day on which any act is to be done under this document is a day other than a Business

Day, that act must be done on the immediately following Business Day except where this document expressly specifies otherwise.

### 1.3 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns. and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (v) a right includes a benefit, remedy, discretion or power;
  - (vi) time is to local time in Sydney, New South Wales;
  - (vii) "\$" or "dollars" is a reference to Australian currency;
  - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
  - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes electronic signatures and fax transmissions;
  - (x) this document includes all schedules and annexures to it; and
  - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- (g) a reference to legislation is to be construed as a reference to that legislation and any regulation made under it, any subordinate legislation under it and any regulation made under that subordinate legislation, and that legislation and regulations and subordinate legislation and regulations as amended, re-enacted or replaced for the time being;
- (h) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and



- (i) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

#### 1.4 Headings

Headings do not affect the interpretation of this document.

## 2. AMALGAMATION

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- 2.1 Ingleburn RSL and Club Redfern agree to amalgamate in accordance with this Memorandum of Understanding, the Registered Clubs Act, the Registered Clubs Regulation, the Liquor Act and the Corporations Act subject to the provisions of this document.
- 2.2 The Amalgamation will be effected by the continuation of Ingleburn RSL and the dissolution of Club Redfern.
- 2.3 The Amalgamation is intended to:
  - (i) preserve the continuation of the objects of Club Redfern including by way of the continued support of the local community especially in the Redfern area; and
  - (ii) bring together the Clubs by offering membership of Ingleburn RSL to Members of Club Redfern to create an amalgamated clubin the manner set out in the Memorandum of Understanding.

## 3. THE AGREED STEPS TO ACHIEVE AMALGAMATION OF THE CLUBS

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- 3.1 The steps that will be undertaken to achieve Completion of the Amalgamation will be as follows:
  - (i) The Clubs entering this Memorandum of Understanding which addresses both:
    - (A) The matters required to be addressed between the Clubs by Regulation 7(2) of the Registered Clubs Regulation in a memorandum of understanding stating each club's position on certain matters relating to the amalgamation; and
    - (B) The due diligence process, member approval processes, Authority approval process and the processes and conditions precedent including those related to the transfer of Assets including the Club Licence, to complete the Amalgamation.
  - (ii) Ingleburn RSL, at its own expense, undertaking a due diligence review of Club Redfern's Assets including the Club Licence and to give effect to this Club Redfern

will immediately and up and until the sooner of Completion or termination of this Memorandum of Understanding:

- (A) make available to Ingleburn RSL its Records in any reasonably required formats; and
  - (B) provide further information, responses to queries and additional assistance to allow Ingleburn RSL to complete its due diligence properly to its satisfaction; and
  - (C) provide access as required to view Records, conduct inspections and due diligence, view Assets.
- (iii) In accordance with clause 14, Club Redfern will call and hold a general meeting of the ordinary members of Club Redfern to approve in principle, the Amalgamation (which includes without limitation the transfer of all Assets including the Club Licence to Ingleburn RSL).
- (iv) In accordance with clause 14, the Board of Ingleburn RSL will call and hold a separate general meeting of the ordinary members of Ingleburn RSL to approve all of the following:
- (A) In principle, the Amalgamation; and
  - (B) Amendments to the Ingleburn RSL's Constitution required to accommodate the transfer of members from Club Redfern to Ingleburn RSL in the manner set out in this Memorandum and to deal with any other matters required by this Memorandum.
- (v) In accordance with clause 15, after the necessary member approvals as set out in paragraphs (iii) and (iv) above have been obtained, the Amalgamation Application will then be made by Ingleburn RSL. The Amalgamation Application will be made in the manner provided for in clause 16 below.
- (vi) In accordance with clause 16, the Clubs respectively warrant certain matters and Club Redfern agrees to conduct its Business in a particular manner and subject to specific restrictions until Completion.
- (vii) In accordance with clause 19, after provisional approval of the Amalgamation Application is granted and the Conditions Precedent of Completion have either been achieved or waived as permitted by clause 17.3 then Completion will occur on that day in accordance with the terms and conditions of clauses 18 and 19 of this Memorandum of Understanding.
- (viii) At the time or immediately after the Amalgamation Application is granted, but subject to prior or concurrent satisfaction of the Conditions Precedent:
- (A) The Assets will be transferred to Ingleburn RSL; and

(B) All financial members of Club Redfern will be invited to become social members or services members (subject to them meeting the requirements of this latter category) of Ingleburn RSL and will for the purposes of section 17AC(2) of the Registered Clubs Act all be identified in the separate class of membership called "Club Redfern Members".

(ix) After Completion:

(A) Ingleburn RSL will continue as the body corporate of the Amalgamated Club; and

(B) Club Redfern (as a corporate entity) will be wound up in accordance with the Law and the requirement of clause 19.4.

**4. THE MANNER IN WHICH THE PREMISES AND OTHER FACILITIES OF CLUB REDFERN WILL BE MANAGED AND THE DEGREE OF AUTONOMY THAT WILL BE PERMITTED IN THE MANAGEMENT OF CLUB REDFERN PREMISES AND FACILITIES [REGULATIONS – CLAUSE 7(2)(A)]**

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**4.1 Premises and Facilities**

(i) Prior to the date of this Memorandum of Understanding, Club Redfern ceased to trade and then sold the Club Redfern Premises and it no longer occupies, nor does it have any right to occupy, the Club Redfern Premises.

(ii) After Completion, the Club Premises of Ingleburn RSL will be made available for the use of all members of the Amalgamated Club (subject to their rights and restrictions under its constitution and by-laws).

**4.2 Management**

(i) The Ingleburn RSL CEO will be the Secretary and Chief Executive Officer of the Amalgamated Club.

(ii) The Board of the Amalgamated Club will be the Board of Ingleburn RSL consistent with Ingleburn RSL being the continuing club upon Amalgamation.

**4.3 Club Redfern Sub-Club**

(i) On Completion, the Amalgamated Club will establish a sub-club" or "section: under rule 28.10 of its constitution to be known as "Club Redfern Sub Club".

(ii) The rules of the Club Redfern Sub Club will be prepared and agreed between Club Redfern and Ingleburn RSL before Completion.

- (iii) The rules of the Club Redfern Sub Club will include the following membership classes with the specified eligibility criteria:

Sub Club Membership Class	Eligibility Criteria
Ordinary	<ul style="list-style-type: none"> <li>A person who was a member of Club Redfern on 31 December 2023 and who transfers to Ingleburn RSL under the terms of this MOU.</li> </ul>
Life	<ul style="list-style-type: none"> <li>A person who was a Life Member of Club Redfern on 31 December 2023 and who transfers to Ingleburn RSL under the terms of this MOU.</li> </ul>

- (iv) The initial committee of the Club Redfern Sub-Club will be the Board of Club Redfern as at the date of this Memorandum of Understanding.
- (v) The Amalgamated Club will provide funding of two-hundred and fifty thousand dollars (\$250,000) into an account under the control of the Club Redfern Sub-Club on Completion which is to be used for the purpose of engaging Club Redfern members and the local community groups in the community around the prior Club Redfern premises.
- (vi) The committee of Club Redfern Sub-Club will have discretion in relation to the use of the funds provided pursuant to clause 4.3(v) and will account to the Amalgamated Club in relation to the use of such funds.
- (vii) If any of the funding set out in clause 4.3(v) has not been utilised by the Club Redfern Sub-Club within ten (10) years of Completion, then such funds remaining must be transferred to the Club Redfern Foundation by the Club Redfern Sub-Club.
- (viii) The Amalgamated Club will, use its reasonable endeavors, to obtain such member approvals required (if any) to allow for the use of the funds in 4.3(v) by the Club Redfern Sub-Club for the purposes set out in clause 4.3(v).

**5. A LIST OF THE TRADITIONS, AMENITIES AND COMMUNITY SUPPORT THAT WILL BE PRESERVED OR CONTINUED BY THE AMALGAMATED CLUB [REGULATIONS – CLAUSE 7(2)(B)]**

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**5.1 Traditions, Amenities and Community Support**

- (i) The Amalgamated Club from Completion will maintain the traditions and memorabilia of Club Redfern as set out in Schedule 2.

## 5.2 Charity

- (i) Club Redfern on Completion will transfer:
  - (A) two-million two-hundred and fifty thousand dollars (\$2,250,000) to Ingleburn RSL; and
  - (B) the remainder of its cash (including GME sale proceeds received or to be received) and investments to the Club Redfern Foundation.
- (ii) The Amalgamated Club will provide the Club Redfern Foundation with reasonable administrative support and reasonable access to the Amalgamated Club's meeting rooms and other spaces (subject at all times to the approval of the Amalgamated Club) on an ongoing basis at no cost to the Club Redfern Foundation, where reasonably required by the Club Redfern Foundation.
- (iii) The Amalgamated Club and the Club Redfern Foundation may from time to time jointly promote and support organisations supported by the Club Redfern Foundation.

## 6. INTENTIONS REGARDING THE FUTURE DIRECTION OF THE AMALGAMATED CLUB [REGULATIONS – CLAUSE 7(2)(C)]

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### 6.1 Future Direction

- (i) The future direction of the Amalgamated Club will be subject to the overall strategic plan of the Amalgamated Club and its finances as determined by its Board of Directors of the Amalgamated Club.
- (ii) The Board of Directors of the Amalgamated Club intend to be financially prudent at all times to ensure continuity of the Amalgamated Club and all decisions are subject to available finances on an ongoing basis.
- (iii) Subject to this Memorandum of Understanding the Amalgamated Club will carry on the business of a licensed registered club at its Club Premises with all the facilities and amenities of a registered club.

## 7. THE EXTENT TO WHICH THE EMPLOYEES OF THE AMALGAMATED CLUB WILL BE PROTECTED [REGULATIONS – CLAUSE 7(2) (D)]

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- 7.1 Club Redfern only has one (1) employee being the Club Redfern CEO. The Club Redfern CEO will be made redundant on Completion.
- 7.2 The Club Redfern CEO will be made redundant immediately prior to Completion and all

required payments relating to the redundancy of the Club Redfern CEO will be made by Club Redfern to the Club Redfern CEO immediately prior to Completion.

**8. INTENTIONS REGARDING THE FOLLOWING ASSETS OF CLUB REDFERN:**

- 1. ANY CORE PROPERTY OF CLUB REDFERN;**
  - 2. ANY CASH OR INVESTMENTS HELD BY CLUB REDFERN;**
  - 3. ANY GAMING MACHINE ENTITLEMENTS HELD BY CLUB REDFERN**  
**[REGULATIONS – CLAUSE 7(2)(E)]**
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**Core Property**

8.1 Club Redfern does not have any core property.

**Cash and Investments**

8.2 The cash and investments (if any) of Club Redfern will be transferred in accordance with clauses 5.2 (i) of this Memorandum of Understanding.

**Gaming Machine Entitlements**

8.3 Club Redfern has twenty-nine (29) GMEs, attached to the Club Redfern Club Licence, issued pursuant to the Gaming Machines Act.

8.4 Club Redfern have sold six -blocks of GMEs (being eighteen (18) GMEs) and intend to sell the remaining GMEs on the Club Licence.

8.5 If GMEs remain on the Club Licence at Completion, then the Amalgamated Club will sell such GMEs, and the sale proceeds will be dealt with as per clause 8.6 below.

8.6 The sale proceeds of all GME sales will accrue to the benefit of the Club Redfern Foundation consistent with clause 5.2(i).

**9. THE RISKS OF NOT MEETING ANY SPECIFIED INTENTIONS REGARDING THE PRESERVATION OF THE CORE PROPERTY OF THE DISSOLVED CLUB AND HOW THOSE RISKS ARE TO BE ADDRESSED IF REALISED [REGULATIONS – CLAUSE 7(2)(E1)]**

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**Risks**

9.1 No core property of Club Redfern will be transferred to Ingleburn RSL as a result of the Amalgamation.

9.2 Accordingly, the question of risks in relation to future dealings with any core property, does not arise.

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**10. ANY AGREEMENT UNDER SECTION 17AI(1) OF THE ACT RELATING TO THE PERIOD DURING WHICH THE MAJOR ASSETS OF THE DISSOLVED CLUB MUST NOT BE DISPOSED OF [REGULATIONS – CLAUSE 7(2) (E2)]**

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**Disposal of the Major Assets of the Dissolved Club**

- 10.1 Section 17AI of the RCA potentially creates additional requirements in relation to any Major Assets of Club Redfern however none of the Assets of Club Redfern that will pass to Ingleburn RSL under the Amalgamation falls within that definition.
- 10.2 Accordingly, the question of other arrangements in relation to Major Asset does not arise.

**11. THE CIRCUMSTANCES THAT WOULD PERMIT THE AMALGAMATED CLUB TO CEASE TRADING ON THE PREMISES OF CLUB REDFERN OR TO SUBSTANTIALLY CHANGE THE OBJECTS OF CLUB REDFERN [REGULATIONS – CLAUSE 7(2) (F)]**

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**Premises**

- 11.1 Club Redfern no longer has Club Premises and has ceased trading from the Club Redfern Premises.
- 11.2 The Amalgamated Club from Completion will operate solely from the Club Premises of Ingleburn RSL.

**Objects**

- 11.3 Club Redfern is not the continuing club in this Amalgamation and following the Amalgamation will be dissolved; and the objects of Ingleburn RSL will be the objects of the Amalgamated Club.

**12. AN AGREED PERIOD OF TIME BEFORE THE AMALGAMATED CLUB IS PERMITTED TO CEASE TRADING FROM CLUB REDFERN PREMISES OR SUBSTANTIALLY CHANGE THE OBJECTS OF CLUB REDFERN PREMISES [REGULATIONS – CLAUSE 7(2)(G)]**

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- 12.1 Club Redfern has already ceased trading from the Club Redfern Premises and no longer has any rights to those premises that can be passed to Ingleburn RSL.
- 12.2 Accordingly, the question of future arrangements for trading from those premises does not arise.

### **13. BINDING EFFECT OF MEMORANDUM OF UNDERSTANDING**

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- 13.1 Ingleburn RSL and Club Redfern agree that this Memorandum of Understanding is executed as a Deed and is legally binding on them.

### **14. CALLING OF MEETINGS AND ADMISSION OF CLUB REDFERN MEMBERS TO MEMBERSHIP OF INGLEBURN RSL**

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- 14.1 Club Redfern must call a general meeting of the ordinary members of Club Redfern for the purposes of considering and, if thought fit, passing resolutions:
- (i) Approving in principle the Amalgamation in accordance with section 17AEB(d) of the Registered Clubs Act with such amalgamation to be effected by:
    - (A) The continuation of Ingleburn RSL as the corporate entity of the Amalgamated Club; and
    - (B) The transfer of the Club Redfern's Club Licence and Assets (as defined by the Memorandum of Understanding) to Ingleburn RSL.
- 14.2 The making of a conditional application under section 60 of the Liquor Act to the Authority for the transfer of the Club Licence of the Club Redfern to Ingleburn RSL for the purposes of the Amalgamation. The meeting referred to in clause 14.1 must be held as soon as practicable after the date of this Memorandum of Understanding.
- 14.3 Ingleburn RSL must call a general meeting of the ordinary members of Ingleburn RSL for the purposes of considering and if thought fit passing of resolutions:
- (i) Approving in principle the Amalgamation in accordance with section 17AEB (d) of the Registered Clubs Act to be effected by:
    - (A) The continuation of Ingleburn RSL as the corporate entity of the Amalgamated Club; and
    - (B) The transfer of the Club Licence and Assets (as defined in the Memorandum of Understanding) of Club Redfern to Ingleburn RSL;
  - (ii) The making of a conditional application under section 60 of the Liquor Act to the Authority for the transfer of the Club Licence of Club Redfern to Ingleburn RSL for the purposes of the Amalgamation; and
  - (iii) To approve the benefits which will be available to Club Redfern members as a result of clause 4.3(v) of this Memorandum of Understanding, in accordance with section 10(6A)(b) of the Registered Clubs Act.



- 14.4 The meeting referred to in clause 14.3 must be held as soon as reasonably practicable after Club Redfern passes the resolution referred to in clause 14.1 (or at such prior time as may be determined by Ingleburn RSL in its absolute discretion).
- 14.5 In addition to the resolution referred to in clause 14.3, Ingleburn RSL will, at the meeting referred to in clause 14.3 submit to those members eligible to attend and vote, a special resolution to amend the Constitution of Ingleburn RSL (with effect only from Completion) to the following effect:
- (i) All financial members of Club Redfern will be invited to apply for social or services membership (subject to them meeting the requirements of this latter category) of Ingleburn RSL in the manner referred to in paragraphs (iii) and (vii) inclusive of this clause 14.5;
  - (ii) All transferring members will be subject to the usual restrictions applicable to new Ingleburn RSL members except for transferring members who have been continuous financial members of Club Redfern for not less than three (3) years prior to Completion for whom the “qualifying periods” in the Ingleburn RSL’s Constitution will be deemed satisfied;
  - (iii) For the purposes of section 17AC(2) of the Registered Clubs Act, all transferring members of Club Redfern as at the date of Completion will be identified in Ingleburn RSL’s membership register as “Club Redfern Members”;
  - (iv) All transferring members will be given a credit for any membership subscription amounts paid;
  - (v) Prior to Completion, Ingleburn RSL will forward to each member of Club Redfern an invitation to become a social or service member of Ingleburn RSL; and
  - (vi) Any member of Club Redfern who accepts the invitation to become a social or service member of Ingleburn RSL, agrees to pay the appropriate fees and subscriptions for that class of membership and agrees in writing to be bound by the constitution of Ingleburn RSL, will (subject to the name of that person being displayed on the noticeboard of Ingleburn RSL 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 Ingleburn RSL) be elected by a resolution of the Board of Ingleburn RSL to associate membership of Ingleburn RSL.
- 14.6 Notwithstanding anything contained in this Memorandum of Understanding, any member of Club Redfern who, at Completion, is then:
- (i) Duly in the ordinary course refused admission to, or has been turned out of, the Ingleburn RSL Premises;
  - (ii) Suspended from Ingleburn RSL; or

- (iii) Expelled from Ingleburn RSL;

shall only be entitled to attend at and use the facilities at Club Redfern Premises, and for the avoidance of doubt, shall not be entitled to attend at or use the facilities at Ingleburn RSL Premises, until such time as:

- (i) The person is again permitted to enter the Ingleburn RSL Premises; or
- (ii) The period of suspension has been served; or
- (iii) The Board of the Amalgamated Club has overturned the person's expulsion from Ingleburn RSL or has readmitted the person to membership of Ingleburn RSL.

14.7 This Memorandum of Understanding is to be:

- (i) Made available to the ordinary members of Club Redfern and Ingleburn RSL at least 21 days before any meeting of the members of the respective club for the purpose of voting on whether to approve the proposed amalgamation; and
- (ii) Made available for inspection on the premises of each club and on the website of each club for at least 21 days before any such meeting is held.

14.8 Before this Memorandum of Understanding was executed, the parties acknowledge that each Club displayed the intentions and proposals notices to members which are required under section 17AE of the Registered Clubs Act and clause 4(5) of the Registered Club Regulations.

## **15. AMALGAMATION APPLICATION TO THE INDEPENDENT LIQUOR AND GAMING AUTHORITY**

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15.1 As soon as reasonably practicable after the meetings referred to in clauses 14.1 and 14.3, each Club must prepare and provide to the lawyers for Ingleburn RSL, for the purposes of the Amalgamation Application, the following documents:

- (i) A true copy of the notice of the meeting at which the resolutions were passed; and
- (ii) A true copy of the minutes of the meeting which will, among other things, record the number of members present at the meeting and whether or not the resolution was passed.

15.2 Ingleburn RSL and its lawyers will prepare and file the Amalgamation Application.

15.3 Club Redfern will co-operate with Ingleburn RSL and the lawyers for Ingleburn RSL and will provide all documents and information reasonably required for the preparation,

lodgment and finalisation of the Amalgamation Application and will cause the Club Redfern's CEO to sign the Amalgamation Application if required to do so.

- 15.4 Ingleburn RSL will seek an approval in principle from the Authority of the Amalgamation Application with final transfer of the Club Redfern's Club Licence to Ingleburn RSL to occur on Completion.
- 15.5 After the Amalgamation Application is granted and the Conditions Precedent have either been achieved or waived as permitted by clause 17.3 then Completion will occur and:
- (i) Ingleburn RSL will continue as the body corporate of the Amalgamated Club; and
  - (ii) Club Redfern will be dissolved and wound up in accordance with Law.
- 15.6 This Memorandum of Understanding is to be lodged with any application under section 60 of the Liquor Act to transfer the club licence held by Club Redfern to Ingleburn RSL.

## **16. WARRANTIES AND OPERATIONAL ARRANGEMENTS**

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- 16.1 Club Redfern warrants to Ingleburn RSL that:
- (a) from the date of this Memorandum of Understanding to the date of Completion, Club Redfern shall not do any of the following without the prior written consent of Ingleburn RSL
    - (i) Engage in discussions or negotiations with anyone other than Ingleburn RSL concerning a possible amalgamation and/or the sale of all or any part of Club Redfern's Assets. Club Redfern must advise Ingleburn RSL of any solicitation by any third party in respect of any such discussion or negotiation.
  - (b) To the best of its knowledge, information and belief, the accounts and bank statements given to Ingleburn RSL contain all information necessary to give a true and fair view of its financial situation and state of affairs; and
  - (c) To the best of its knowledge, information and belief, it has complied with all Laws relating to payment of Taxes and Employee Entitlements; and
  - (d) On and from Completion, it will have no Liabilities and it indemnifies Ingleburn RSL against any Claim relating to a Liability of Club Redfern.
- 16.2 Until completion Club Redfern must maintain the following insurance policies in respect

of the Assets and the Club Redfern Business:

- (i) Public liability insurance in the amount of at least \$20 million for each single occurrence, and unlimited in aggregate;
- (ii) Workers insurance as required by Law.

16.3 Each of Club Redfern's warranties contained in clause 16.1 remain in full force and effect notwithstanding Completion.

16.4 Title to, property in and risk of Club Redfern's Assets remain solely with Club Redfern until such time as they are passed to the Amalgamated Club in accordance with clause 18.

16.5 Each party represents and warrants that:

- (i) It has full power and authority to enter into and perform its obligations under this Memorandum of Understanding;
- (ii) Each of the representations and warranties it has made in this Memorandum of Understanding are correct to the best of their knowledge, information and belief; and
- (iii) All information that it has provided to the other party is, to the best of their knowledge, information and belief, true and correct in all respects and is not misleading by omission of information.
- (iv) its constitution permits, and does not prevent, its performance of any and all of its obligations under the terms of this Memorandum of Understanding.

## **17. CONDITIONS PRECEDENT TO COMPLETION OF THE AMALGAMATION**

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17.1 Completion of this Memorandum of Understanding is subject to and conditional upon the following:

- (i) Club Redfern passing the resolutions set out in clause 14.1 of this Memorandum of Understanding;
- (ii) Ingleburn RSL passing the resolutions set out in clause 14.3 and 14.5 of this Memorandum of Understanding;
- (iii) The Final Approval being issued by the Authority to transfer Club Redfern's Club Licence to Ingleburn RSL; and
- (iv) The registration of the Club Redfern Foundation as a public company limited by

guarantee .

- 17.2 Club Redfern and Ingleburn RSL will use all reasonable endeavours to ensure the satisfaction of the conditions set out in clause 17.1 above as far as they lie within their respective powers to do so.
- 17.3 If any of the above conditions in clauses 17.1 are not satisfied or waived by Ingleburn RSL, either partially or fully, on or before the date which is 24 months from the date of this Memorandum of Understanding, then Ingleburn RSL may from that date terminate this Memorandum of Understanding by providing Club Redfern written notice of the same and neither party shall be entitled to make a Claim against the other party in connection with this Memorandum of Understanding.

**18. DISSOLUTION OF CLUB REDFERN AND TRANSFER OF ASSETS POSITION UNDER THIS AMALGAMATION**

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- 18.1 On Completion Club Redfern must transfer to Ingleburn RSL the Assets free from all Encumbrances (subject to the terms and conditions of this Memorandum of Understanding including without limitation clause 5.2). For the purposes of this clause, Ingleburn RSL will be deemed to have unencumbered title and ownership of an Asset if Club Redfern has obtained a written undertaking from the relevant secured party on or before Completion which states that the relevant secured party will take all necessary steps to release their interest in the Asset after Completion and the undertaking is acceptable to Ingleburn RSL.
- 18.2 As soon as practicable after Completion, Club Redfern must ensure that the corporate entity of Club Redfern is wound up.

**19. COMPLETION**

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- 19.1 Subject to the satisfaction, or valid waiver, of the Conditions Precedent set out in clause 17.1, Completion will take place on the date which Final Approval is issued by the Authority at a time, location and in the manner as specified by Ingleburn RSL (acting reasonably and after consultation with Club Redfern).
- 19.2 Club Redfern must on Completion:
- (i) (Assets) deliver to Ingleburn RSL duly signed transfer and similar forms in respect of all Assets that require such forms for their transfer;
  - (ii) (Records) deliver to Ingleburn RSL the Records;
  - (iii) (Release of encumbrances) deliver evidence satisfactory to Ingleburn RSL of the release of all Encumbrances (if any) over its Assets;

- (iv) (Consents and approvals) deliver to Ingleburn RSL signed copies of all required governmental and regulatory approvals or other third-party approvals and consents to the actions required by this Deed; and
  - (v) (General) deliver to Ingleburn RSL such other documents and material and do all other things reasonably required to effect the transfer of the business of Club Redfern and the Assets to Ingleburn RSL on Completion and perform all other obligations to be performed by Club Redfern on Completion under this Deed.
- 19.3 Where Club Redfern is required to give any form of transfer, assignment or other documents to effect the transfer or assignment of any property or chose in action to Ingleburn RSL on Completion in a form required by Ingleburn RSL (the "Transfer Documents"), Ingleburn RSL must, not less than seven (7) days before the proposed date of Completion, deliver the Transfer Documents to Club Redfern or its solicitors for execution by Club Redfern.
- 19.4 Club Redfern must give Ingleburn RSL or its solicitors all such Transfer Documents within a reasonable period (having regard to when any such Transfer Documents were provided to Club Redfern or its solicitors) prior to Completion for stamping where necessary. All such documents must be held by Ingleburn RSL or its solicitors in escrow pending Completion.
- 19.5 On winding up of Club Redfern it must give to Ingleburn RSL the balance of all Records.
- 19.6 Any document or other item specified in clause 19.2 may be delivered to Ingleburn RSL by leaving that document or other item in a safe and appropriate place at which it is located on the date of Completion or otherwise delivered in accordance with Ingleburn RSL's instructions.
- 19.7 For the purposes of clause 18.1, Club Redfern must do all things necessary and execute all documents to cause all of the Assets to be transferred to or assigned to the Ingleburn RSL with effect from the date of Final Approval free of Encumbrances.
- 19.8 The obligations of the parties under this clause 19 are interdependent and must be performed, as nearly as possible, simultaneously. If any obligation specified in clauses 19.2 to 19.4 is not performed on or before Completion then, without limiting any other rights of the parties, Completion is taken not to have occurred and any document delivered, or payment made, under clauses 19.2 to 19.4 must be returned to the party that delivered it or paid it.
- 19.9 Each of the parties warrant to the other it will co-operate with the other and their respective advisors, and provide all documents and information reasonably required, for the preparation, lodgment and finalisation of the matters referred to in this clause 19.

## **20. GST**

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20.1 The parties agree that:

- (a) All Payments, save to the extent provided for otherwise elsewhere in this Memorandum of Understanding, have been calculated without regard to GST; If the whole or any part of any Payment, is Consideration for a Taxable Supply, the Recipient of the Taxable Supply must pay to the Supplier an amount additional to the relevant Consideration provided for elsewhere in this Memorandum of Understanding equal to the GST Amount. Unless otherwise agreed in writing, such amount equal to the GST Amount is to be paid within five (5) Business Days of the Supplier issuing to the Recipient a valid Tax Invoice for the Taxable Supply. The amount equal to the GST Amount must be paid in full and without deduction, notwithstanding any entitlement that the Purchaser may have to a credit or offset however arising;
- (b) If either party is required to reimburse to the other any cost or expense or other amount incurred by the other party under or in connection with this Memorandum of Understanding, the amount to be reimbursed must be reduced by any part of that amount for which that other party can claim an Input Tax Credit, partial Input Tax Credit or other like set-off;
- (c) If a party is a member of a GST Group, references to GST for which the party is liable and to Input Tax Credits to which the party is entitled include GST for which the Representative Member of the GST Group is liable and Input Tax Credits to which the Representative Member is entitled; and
- (d) If, in relation to a Taxable Supply, an Adjustment Event occurs that gives rise to an Adjustment then the GST Amount will be adjusted accordingly and where necessary a payment will be made to reflect that adjustment. If a payment is required, it will be made within five (5) Business Days of the date on which the Adjustment Note is issued by the Supplier.

## **21. CONFIDENTIALITY**

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21.1 Subject to clauses 21.2 and 21.3 below, each party must not disclose any Confidential Information without the prior written consent of the other party.

21.2 A party may disclose matters referred to in clause 21.1:

- (i) To those of its employees, officers, professional or financial advisers and bankers as the party reasonably thinks necessary but only on a strictly confidential basis; and

- (ii) If required by Law, after the form and terms of that disclosure have been notified to the other party and the other party has had a reasonable opportunity to comment on the form and terms.
- 21.3 A party may make announcements or statements at any time in the form and on the terms previously agreed by the parties in writing.
- 21.4 If this Memorandum of Understanding is terminated prior to Completion, each party must:
  - (i) Return any Confidential Information of the other party in its possession to that other party; and
  - (ii) Do everything reasonably required by the other party to reverse any action taken under this Memorandum of Understanding.
- 21.5 This clause 21 will survive the termination of this Memorandum of Understanding.

## **22. RESOLUTION OF DISPUTES ARISING UNDER THIS MEMORANDUM OF UNDERSTANDING**

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- 22.1 If a dispute arises out of or in relation to this Memorandum of Understanding (“Dispute”) no party to the Dispute (“Disputant”) will start court proceedings (except proceedings seeking interlocutory relief) unless it has complied with this clause 22.
- 22.2 A party claiming that a Dispute has arisen must notify each other Disputant in writing giving details of the Dispute and its proposal for a resolution.
- 22.3 For a 14-day period after a notice is given (“Initial Period”) each Disputant must use all reasonable endeavours to resolve the Dispute and the Representative of each Disputant will meet within the first seven (7) days of that period with that aim.
- 22.4 If the Dispute remains unresolved at the end of the Initial Period, it must be referred, by written notice from a Disputant to each other Disputant, to an Expert:
  - (i) Agreed on by the Disputants; or
  - (ii) If agreement is not reached within seven (7) days of the notice for referral, a person appointed by the President of the Law Society of NSW.
- 22.5 Each Disputant must use all reasonable endeavours to ensure that the Expert is able to be appointed including, but not limited to:
  - (i) Providing the Expert with all information it requests;
  - (ii) Agreeing to the reasonable terms of appointment of the Expert; and



- (iii) Providing the Expert with such fees, indemnities and releases as the Expert may reasonably require.
  
- 22.6 The Expert will act as an Expert and not as an arbitrator. The decision of the Expert will be final and binding on all parties in the absence of manifest error.
  
- 22.7 Unless otherwise agreed between the Disputants, the place of the resolution of the Dispute will be in Sydney and the Disputants will be entitled to legal representation. The rules of evidence will apply to the resolution process.
  
- 22.8 Each Disputant must use all reasonable endeavours to ensure that the Expert is able to make a decision as soon as is practical, including, but not limited to, providing the Expert with all information relevant to the Dispute or that the Expert otherwise requests.
  
- 22.9 Any information or documents disclosed by a Disputant under this clause must be kept confidential and may not be used except to attempt to resolve the Dispute or the parties agree otherwise.
  
- 22.10 Each Disputant must bear its own costs of complying with this clause 22 and the Disputants must bear equally the Expert's costs unless the decision of the Expert states otherwise.
  
- 22.11 If, in relation to a Dispute, a Disputant breaches any provision of clauses 22.1 to 22.9, each other Disputant need not comply with those clauses in relation to that Dispute.
  
- 22.12 Despite the existence of a Dispute, each party must continue to perform its obligations under this agreement.

## **23. COSTS**

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- 23.1 Each party will bear its own costs (including but not limited to legal fees) in relation to the negotiation, preparation and execution of this Memorandum of Understanding and the Amalgamation.
  
- 23.2 Ingleburn RSL must bear and is responsible for all filing fees, transaction fees (including PEXA fees), duties, stamp duties or other similar imposts on or in respect of this Memorandum of Understanding and any document or transaction contemplated by this Memorandum of Understanding.
  
- 23.3 This clause 23 survives the termination of this Memorandum.

## 24. GENERAL PROVISIONS

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- 24.1 This Memorandum of Understanding constitutes the entire agreement between the parties in relation to its subject matter. All prior discussions, undertakings, agreements, representations, warranties and indemnities in relation to that subject matter are replaced by this Memorandum of Understanding and have no further effect.
- 24.2 If this Memorandum of Understanding conflicts with any other document, agreement or arrangement, this Memorandum of Understanding prevails to the extent of the inconsistency.
- 24.3 The provisions of this Memorandum of Understanding will not merge on Completion of any transaction contemplated in this Memorandum of Understanding and, to the extent any provision has not been fulfilled, will remain in force.
- 24.4 Each person who executes this Memorandum of Understanding on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this Memorandum of Understanding under that power.
- 24.5 This Memorandum of Understanding may not be amended or varied unless the amendment or variation is in writing signed by all parties.
- 24.6 No party may assign, transfer or otherwise deal with this Memorandum of Understanding or any right or obligation under this Memorandum of Understanding without the prior written consent of each other party.
- 24.7 Part or all of any provision of this Memorandum of Understanding that is illegal or unenforceable will be severed from this Memorandum of Understanding and will not affect the continued operation of the remaining provision or provisions of this Memorandum of Understanding.
- 24.8 Waiver of any power or right under this Memorandum of Understanding:
- (i) Must be in writing signed by the party entitled to the benefit of that power or right; and
  - (ii) Is effective only to the extent set out in that written waiver.
- 24.9 Any rights and remedies that a person may have under this Memorandum of Understanding are in addition to and do not replace or limit any other rights or remedies that the person may have.
- 24.10 Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to this Memorandum of Understanding and the transactions contemplated by it (including the execution of documents).

- 24.11 This Memorandum of Understanding may be executed in any number of counterparts and all counterparts taken together will constitute one document.
- 24.12 If a party delivers an executed counterpart of this Memorandum of Understanding or any other document executed in connection with it ("**Relevant Document**") by email or other electronic means:
- (i) the delivery will be deemed to be an effective delivery of an originally executed counterpart; and
  - (ii) the party will still be obliged to deliver an originally executed counterpart, but the failure to do so will not affect the validity or effectiveness of the Relevant Document.
- 24.13 This Memorandum of Understanding will be governed by and construed in accordance with the laws in force in the State of New South Wales and each party submits to the exclusive jurisdiction of the courts of that State.

## 25. TERMINATION

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- 25.1 Ingleburn RSL may terminate this Memorandum of Understanding at any time, without penalty, by giving written notice to Club Redfern if:
- (i) Club Redfern materially breaches any warranty contained in clause 16;
  - (ii) Club Redfern's members do not pass the resolution referred to in clause 14.1 at a general meeting;
  - (iii) Ingleburn RSL's members do not pass the resolutions referred to in clauses 14.3 and 14.5 at a general meeting;
  - (iv) Club Redfern is in material breach of this Memorandum of Understanding and that breach is not capable of rectification or if able to be rectified it fails to rectify that breach within ten (10) Business Days of being given notice to do so;
  - (v) The Authority does not grant Final Approval of the Amalgamation Application within twelve (12) months of the date of this Memorandum of Understanding; or
  - (vi) Club Redfern suffers a Material Adverse Regulatory Event.
- 25.2 Club Redfern may terminate this Memorandum of Understanding at any time, without penalty, by giving written notice to Ingleburn RSL if:
- (i) Club Redfern's members do not pass the resolutions referred to in clause 14.1 at the general meeting held pursuant to, and in accordance with, clauses 14.1 and

14.2 of this Memorandum of Understanding; or

- (ii) Ingleburn RSL's members do not pass the resolutions referred to in clauses 14.3 and 14.5 at a general meeting of Ingleburn RSL within one (1) month of the members of Club Redfern passing the resolutions referred to in clause 14.1.

25.3 Notwithstanding any other provision of this Memorandum of Understanding, if Completion has not occurred within twenty-four (24) months of the date of this Memorandum of Understanding then either party by giving written notice to the other may, without penalty or liability to the other party, terminate this Memorandum of Understanding on one (1) month's written notice.

25.4 Termination of this Memorandum of Understanding does not affect the rights and remedies of any party accrued prior to termination.

## 26. NOTICES

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26.1 All notices, requests, demands, consents, approvals, offers, agreements or other communications ("notices") given by a party under or in connection with this agreement must be:

- (i) In writing;
- (ii) Signed by a person duly authorised by the sender or, where transmitted by e-mail, sent by a person duly authorised by the sender;
- (iii) Directed to the recipient's address (as specified in clause 26.3 or as varied by any notice); and
- (iv) Hand delivered or sent by prepaid post to that address; or
- (v) Transmitted by email to the recipient's nominated email address (as specified in clause 26.3 or as varied by notice).

26.2 A notice given in accordance with this clause is taken as having been given and received:

- (i) If hand delivered at or before 4.30pm on a Business Day, on delivery, otherwise at 9.30am on the next Business Day;
- (ii) If sent by prepaid post:
  - (A) Within Australia, on the seventh Business Day after the date of posting;
  - (B) To or from a place outside Australia, on the fourteenth Business Day after the date of posting;

(iii) If transmitted by e-mail at or before 4.30pm on a Business Day, on transmission, otherwise at 9.30am on the next Business Day.

26.3 Unless varied by notice in accordance with this clause 26, the parties' addresses and other details are:

Party: **Club Redfern**  
Attention: Anthony MacAlpine  
Address: PO Box 3030, Redfern NSW 2016  
E-mail: [info@clubredfern.com.au](mailto:info@clubredfern.com.au)

Party: **Ingleburn RSL**  
Attention: Glenn Cushion  
Address: 70 Chester Road, Ingleburn NSW 2565  
E-mail: [glenn@ingleburnrsl.com.au](mailto:glenn@ingleburnrsl.com.au)

## **SCHEDULE 1**

### **ASSETS**

The following assets:

1. the cash amount as specified in clause 5.2(i)(A)
2. the Club Licence (LIQC300225135);

## SCHEDULE 2

### TRADITIONS AND MEMORABILIA OF CLUB REDFERN

The Amalgamated Club will in its main premises display a commemorative plaque acknowledging the amalgamation between Ingleburn RSL and Club Redfern using words to the effect of:

*“This plaque commemorates the amalgamation between  
Redfern RSL Club and Ingleburn RSL Club  
which occurred on [insert date].*

*Cecil McQuillan  
President  
Anthony MacAlpine  
Chief Executive Officer*

*Terry Goldsworthy  
President  
Glenn Cushion  
Chief Executive Officer*

**EXECUTED as a DEED:**

Executed by **Ingleburn RSL Sub-Branch Club** )  
**Limited ACN 163 551 086** pursuant to )  
Section 127 of the Corporations Act 2001 )

  
\_\_\_\_\_  
Director / Secretary

  
\_\_\_\_\_  
Name of Director/Secretary  
(print name)

  
\_\_\_\_\_  
Director / Secretary

  
\_\_\_\_\_  
Name of Director/Secretary  
(print name)

Executed by **Club Redfern Limited ACN 001** )  
**064 437** pursuant to Section 127 of the )  
Corporations Act 2001: )

\_\_\_\_\_  
Director / Secretary

\_\_\_\_\_  
Name of Director/Secretary  
(print name)

\_\_\_\_\_  
Director / Secretary

\_\_\_\_\_  
Name of Director/Secretary  
(print name)



**EXECUTED as a DEED:**

Executed by **Ingleburn RSL Sub-Branch Club Limited ACN 163 551 086** pursuant to Section 127 of the Corporations Act 2001 )  
)  
)

\_\_\_\_\_  
Director / Secretary

\_\_\_\_\_  
Director / Secretary


\_\_\_\_\_  
Name of Director/Secretary  
(print name)

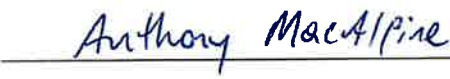
\_\_\_\_\_  
Name of Director/Secretary  
(print name)

Executed by **Club Redfern Limited ACN 001 064 437** pursuant to Section 127 of the Corporations Act 2001: )  
)  
)

  
\_\_\_\_\_  
Director / Secretary

  
\_\_\_\_\_  
Director / Secretary

  
\_\_\_\_\_  
Name of Director/Secretary  
(print name)

  
\_\_\_\_\_  
Name of Director/Secretary  
(print name)