

WELLINGTON SOLDIERS MEMORIAL CLUB LTD
(ACN 000 977 891)

NOTICE OF GENERAL MEETING

NOTICE is hereby given of a General Meeting of the **Wellington Soldiers Memorial Club Ltd** to be held on **18th June 2024** commencing at the hour of 7.30pm at the premises of the Club, 75 Arthur Street, Wellington, New South Wales.

BUSINESS FOR MEETING

The business of the meeting will be to consider and if thought fit pass:

1. an Ordinary Resolution to approve an amalgamation; and
2. subject to the passing of the Ordinary Resolution, a Special Resolution to amend the Constitution for that amalgamation.

Procedural Matters

1. Under the relevant provisions of the *Registered Clubs Act* all financial members of the Soldiers Club in all classes of membership (other than Provisional, Honorary and Temporary members) are eligible to attend the General Meeting.
2. Life members and financial Club members are eligible to attend and vote on the Ordinary Resolution and the Special Resolution.
3. To be passed, the Ordinary Resolution requires votes from a simple majority (50% plus one) of those members who being eligible to do so are present and vote on the Ordinary Resolution at the meeting.
4. To be passed a Special Resolution requires votes from at least 75% of those members who being eligible to do so are present and vote on the Ordinary Resolution at the meeting.
5. Under the *Registered Clubs Act*, members who are employees are not eligible to vote and proxy voting is prohibited.

ORDINARY RESOLUTION

That the members hereby:

- (a) approve in principle the amalgamation of Wellington Soldiers Memorial Club Limited (ACN 000 977 891) (**Soldiers Club**) with the Wellington Golf Club Ltd (ACN 001 044 819) (**Golf Club**) with such an amalgamation to be effected by:
 - (i) the continuation of the Soldiers Club (as the Amalgamated Club) and the dissolution of the Golf Club; and
 - (ii) the transfer of Golf Club assets to the Soldiers Club;
 - (iii) the transfer of the club licence of the Golf Club to the Soldiers Club; and
- (b) approve in principle the making of an application to the Independent Liquor and Gaming Authority for the transfer of the club licence of the Golf Club to the Soldiers Club for the purposes of such an amalgamation.

Notes to Members on Ordinary Resolution

1. An amalgamation between two registered clubs is governed by the provisions of the *Registered Clubs Act (RCA)*.

2. On 19 September 2023, the Soldiers Club called for expressions of interest in amalgamation from clubs within a radius of fifty (50) kilometers of the Soldiers Club on the basis that the Soldiers Club would be the surviving club in the amalgamation (**EOI**).
3. In late 2023, the Golf Club lodged an expression of interest in amalgamation with the Soldiers Club in response to the EOI.
4. Since late 2023, the Golf Club and the Soldiers Club have been in discussions regarding a possible amalgamation. Following comprehensive negotiations, the Soldiers Club resolved to proceed with an amalgamation with the Golf Club.
5. One of the requirements of the RCA is that the two clubs have to enter into a Memorandum of Understanding (**MOU**) which covers various matters specifically required by the RCA to be covered. The MOU can also deal with additional matters.
6. On 10 May 2024, the Golf Club and the Soldiers Club entered into an MOU.
7. The MOU sets out the terms of the amalgamation and it covers the various matters specifically required by the RCA and other matters relevant to the proposed amalgamation.
8. A copy of the MOU is displayed on the Soldiers Club noticeboard and it is also available on the website and at the office upon request.
9. Members are encouraged to carefully read the terms of the MOU.
10. If members have any questions or require clarification on any matter relating to the amalgamation, they should direct their enquiries to the Club's Secretary Manager Mr Stephen Hodge who can be contacted via email at **stephen@wellingtonsoldiers.com**.
11. What follows in these notes is a summary of the principal features of the MOU and the steps that need to be followed in the amalgamation process.

Summary of Ordinary Resolution

12. The Ordinary Resolution seeks to obtain member approval for the amalgamation of the Golf Club and the Soldiers Club and for the clubs making an application to the Independent Liquor & Gaming Authority (**Authority**) to obtain approval for the amalgamation.

Background Information

13. As members may be aware, over the last few years the Golf Club has experienced some financial hardship. To ensure a viable long-term future for the Golf Club and to continue to provide a golf course for the Wellington community, the Soldiers Club's Board has resolved to explore the possibility of an amalgamation with the Golf Club.
14. The Board of the Soldiers Club believe that amalgamating with the Golf Club will be greatly beneficial for the Soldiers Club, as it will provide the Club and its members with the Golf Club's assets including the rights to occupy the golf course, an additional licensed venue, a new membership base and to support the Wellington community.
15. The Board commenced amalgamation discussions with the Golf Club and entered into the MOU.
16. The Soldiers Club's Board unanimously recommends members approve the amalgamation.

Summary of main provisions of the MOU

Dissolution of Golf Club

17. The amalgamation will be effected by the dissolution of the Golf Club and the continuation of the Soldiers Club as the corporate vehicle of the Amalgamated Club.

Premises of the Amalgamated Club

18. The Golf Club operates a registered club premises from 158 Cave Road, Wellington. If the amalgamation is approved, the Amalgamated Club will continue to trade from the Golf Club premises at Cave Road and the Soldiers Club's existing premises on Arthur Street, Wellington.
19. Golf Club members will (subject to becoming members of the Soldiers Club) have a right to access and use the facilities and amenities provided at both of the above premises.

Corporate Governance Matters

20. The constitution of the Amalgamated Club will be the constitution of the Soldiers Club subject to amendments necessary for the purposes of the amalgamation.
21. The Board and Chief Executive of the Amalgamated Club will be the Board and Chief Executive Officer of the Soldiers Club.

Golf Club Land and Core Property

22. The Golf Club occupies the premises and the golf course pursuant to two separate leases. The Golf Club will facilitate the transfer or assignment of the benefit of the two leases to the Amalgamated Club upon completion of the Amalgamation.
23. The Golf Club land is core property of the Golf Club and will become core property of the Amalgamated Club.
24. The Amalgamated Club has agreed not to dispose of Golf Club land within the first three (3) years after Amalgamation Completion except in circumstances outlined below under Cessation of Trade from Golf Club Premises.
25. Under the RCA, the Amalgamated Club cannot dispose of Golf Club core property within the first three (3) years after Amalgamation Completion except with the approval of the Authority.
26. What this means is that the Club land cannot be disposed of without the approval of the Golf Club members (and only those members will be able to attend and vote at any such meeting) at any time during three (3) years after completion of the amalgamation.
27. The Soldiers Club does not intend to:
 - (a) cease trading from the Golf Club premises; or
 - (b) cease the golf activities conducted at the Golf course land.
28. However, the objects of the Golf Club will, in effect from Completion of the Amalgamation, be subsumed by and will become objects of the Soldiers Club.

Golf Club Land

29. The Golf Club occupies the golf course and the golf club premises pursuant to two separate leases.
30. The Golf Club's licensed premises is at 158 Caves Road, Wellington comprising Lot 315 in Deposited Plan 756920 (**Golf Club Premises**). The Golf Club's landlord for the Golf Club Premises is Dubbo Regional Council.
31. The Golf Club's golf course is at 158 Caves Road, Wellington comprising Lot 333 in Deposited Plan 728718 (**Golf Course Land**). The landlord for the Golf Course Land is Wellington Golf Club & Caves (R120078) Reserve Trust.
32. The MOU provides that the Completion of the Amalgamation is subject to and conditional on:
 - For the Golf Club Premises:**
 - (a) the consent of the Minister for Lands to the granting of a perpetual lease sub lease to the Amalgamated Club; and

- (b) the Soldiers Club's acceptance of the proposed perpetual lease sub lease, on such terms as are suitable to the Soldiers Club in its sole discretion.

For the Golf Course Land

- (c) the granting of a Golf Course Land lease to the Amalgamated Club; and
- (d) the Soldiers Club's acceptance of the proposed Golf Course Land lease on such terms as are suitable to the Soldiers Club in its sole discretion.

33. The benefit of the leased land referred to above and any other real property of which the Golf Club has an interest will be transferred to the Soldiers Club.

Advisory Committee

34. The Amalgamated Club will create an Advisory Committee in relation to the conduct of golf and the use of the Golf Course Land for the Golf Club Premises and the following shall apply in respect of the Advisory Committee:

- (a) the Advisory Committee will initially consist of:
 - (i) a member of the Board of the Amalgamated Club who may be appointed by the Board of the Amalgamated Club from time to time, provided that the member so appointed must also be a member of the Golf Club's golfing sub club; and
 - (ii) the existing directors of the Golf Club who wish to participate;
- (b) the Advisory Committee will meet at such intervals as may be determined by the Advisory Committee from time to time.
- (c) the Advisory Committee may make recommendations to the Board and management of the Amalgamated Club regarding the following matters:
 - (i) ClubGRANTS to be made by the Amalgamated Club that are attributable to the Golf Club Premises;
 - (ii) golfing matters and activities at the Golf Club Premises (including recommending disciplinary matters against golf sub club members);
 - (iii) selection and operation of representative teams;
 - (iv) hosting competitions, tournaments and veterans' games; and
 - (v) developing junior golfing programs.
- (d) the Advisory Committee will not have any governance or management powers in the Amalgamated Club and it shall be subject to the overall control and direction of the Board and management of the Amalgamated Club at all times.
- (e) the Advisory Committee has the power to appoint a Golf Captain and/or a Golf Coordinator.

Golf to continue at the Golf Club Premises and the creation of the Golf Sub-Club

35. The Soldiers Club intends to create a golf sub-club.
36. It is intended that the golf sub-club will:
- (a) have its own rules, committees (whose duties and powers shall be determined by the Amalgamated Club in consultation with the Advisory Committee) and members; and
 - (b) continue using any existing name and insignia currently used by the Golf Club;
 - (c) elect their own committee to manage golfing affairs;

- (d) be able to affiliate with Golf NSW on terms and conditions which are not inconsistent with the Soldiers Club's Constitution or the RCA.
37. The Amalgamated Club will allocate an annual budget in relation to the golf facilities and activities at the Golf Club Premises and Golf Course Land. The annual budget will be determined by the Board of the Amalgamated Club after discussions with the Advisory Committee.
38. The annual budget will cover:
- (a) all relevant insurances applicable to the golf sub-clubs and their activities; and
 - (b) all relevant fees payable to relevant associations in respect of the golf sub-clubs' activities;
 - (c) all relevant costs of conducting golf competitions and events at the Golf Club Premises and Golf Course Land;
 - (d) all relevant trophies, prizes and prize money for golf competitions and events and the recoument of competition fees;
 - (e) all relevant costs for the maintenance and repair of the Golf Course Land.

Cessation of Trade from Golf Club Premises

39. Subject to the Amalgamated Club obtaining the leases for the Golf Club Land and the Golf Course Land on such terms as are sufficient for the intended minimum period of trade for the Golf Club Premises and the golf activities at the Golf Course Land, the Soldiers Club and the Golf Club have agreed that the Amalgamated Club will continue:
- (a) to trade from the Golf Club Premises;
 - (b) to continue the activities at the Golf Course Land (including golf activities),
- for at least ten (10) years, except in the circumstances set out below.
40. For the purposes of clause 7(2)(f) of the RCA Regulations, the Soldiers Club and the Golf Club agreed that the Amalgamated Club would either cease trading from the Golf Club Premises or cease the golf activities at the Golf Course Land in the following circumstances:
- (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 Minister of Lands does not approve the grant of the lease to the Soldiers Club or after such grant, it expires or is otherwise terminated;
 - (d) if the lease for the Golf Course Land is not granted or after such grant, it expires or is otherwise terminated;
 - (e) if, at any time following Completion of the Amalgamation, it is not financially viable (as explained at point 41 below) for the Amalgamated Club to continue to trade from the Golf Club Premises or continue the golf activities at the Golf Course Land;
 - (f) if the premises were destroyed or partially destroyed by fire, floods, storms or any Force Majeure event, provided that:
 - (i) the Amalgamated Club must not intentionally do any act, matter or thing, which would prejudice the Amalgamated Club's rights under any policy of insurance effected by the Amalgamated Club in respect of the Golf Club Premises and the Golf Course Land; and
 - (ii) subject to point (iii) below, the Amalgamated Club must apply in full the proceeds of any insurance claim received by it towards rebuilding or repairing the Golf Club Premises and/or the Golf Club Land in connection with the event insured against;

- (iii) if the proceeds of any insurance claim received by the Amalgamated Club are insufficient to cover the Amalgamated Club's Loss in relation to any rebuild of the Golf Club Premises or to make good and repair the Golf Club Premises or the Golf Club Land (as the case may be), the Amalgamated Club will not be required to:
 - (1) apply the proceeds of any insurance payment received for the purposes of rebuilding or repairing the Golf Club Premises or Golf Club Land; and
 - (2) continue trading from the Golf Club Premises or continue the golf activities at the Golf Course Land.

41. The Golf Club Premises or Golf Course Land will not be financially viable if, in any period of twelve (12) months following Completion of the Amalgamation the earnings before interest, taxes, depreciation, amortisation, rent and donations (**EBITDARD**) percentage for the Golf Club Premises or Golf Course Land is ten percent (10%) or less in any twelve month period with such EBITDARD percentage to be determined by an independent company auditor (**Minimum EBITDARD**). To ascertain the Minimum EBITDARD:

- (a) the Amalgamated Club must prepare separate financial reports for the Golf Club Premises.
- (b) the Amalgamated Club must not knowingly or wilfully do anything or omit doing anything which adversely impacts upon the Golf Club Premises' or Golf Course Land's ability to achieve the Minimum EBITDARD.
- (c) if the Amalgamated Club wishes to cease trading from the Golf Club Premises or Golf Course Land:
 - (i) the Amalgamated Club must engage an independent company auditor (and not the Amalgamated Club's auditor or accountant) to prepare a report on the EBITDARD of the Golf Club Premises or Golf Course Land; and
 - (ii) the Amalgamated Club can only cease trading from the Golf Club Premises or Golf Course Land if the report (which is to be made publicly available) declares that the Golf Club Premises or Golf Course Land did not achieve the Minimum EBITDARD in any period of twelve (12) months following Completion of the Amalgamation.

Golf Club Employees

- 42. Prior to the Completion of the Amalgamation, the Soldiers Club may offer employment to each of the Golf Club's employees which is similar to the employment offered to each employee by the Golf Club.
- 43. Each offer of employment, if accepted, will be effective from the Completion of the Amalgamation and they will be on the same terms and conditions presently offered by the Soldiers Club to employees of the Soldiers Club in the same role provided that it does not result in any employee of the Golf Club receiving lesser benefits than they presently receive from the Golf Club.
- 44. Any employee of the Golf Club who accepts an offer of employment with the Soldiers Club will receive continuity of employment and their accrued entitlements as employees of the Golf Club will be carried over and be honoured by the Soldiers Club.
- 45. Any employee of the Golf Club who does not accept an offer of employment with the Soldiers Club will be paid their full entitlements by the Golf Club when their employment with the Golf Club comes to an end.

Golf Club Cash and Investments

- 46. The cash and investments (if any) of the Golf Club will be transferred to the Amalgamated Club on Amalgamation Completion.

Golf Club Poker Machine Entitlements

- 47. The Golf Club has two (2) gaming machine entitlements at the Golf Club premises.
- 48. The ownership of those two (2) gaming machine entitlements will be transferred to the Soldiers Club with effect from the Completion of the Amalgamation.

Admission of the Golf Club Members to Membership

49. The Soldiers Club's members will be asked to vote on the Special Resolution set out at the end of this Notice to amend the Constitution of the Soldiers Club to take effect from Amalgamation Completion to allow members of the Golf Club to become members of Soldiers Club as easily as legally possible. The Special Resolution provides that any person who, at Completion of the Amalgamation, is a Life member of the Golf Club will continue to be recognised as a Life member of the Golf Club but only in respect of the Golf Club Premises and will be admitted to Life membership of the golf sub club.
50. Members of the Golf Club will be admitted as "Golf Club members" of the Amalgamated Club.
51. Golf Club members will be entitled to such playing and the social privileges and advantages (including playing golf) as may be determined by the Board of the Amalgamated Club from time to time, and to introduce guests to the Club. However, Golf Club members shall not be entitled to:
- (a) attend and vote at general meetings (including Annual General Meetings) of the Club; and
 - (b) nominate for and be elected to hold office on the Board;
 - (c) vote in the election of the Board;
 - (d) vote on any Special Resolution (including a Special Resolution to amend the Amalgamated Club's Constitution);
 - (e) propose, second, or nominate any eligible member for any office of the Amalgamated Club;
 - (f) propose, second or nominate any eligible member for Life membership.

The Amalgamation Process

52. Each club must hold a meeting of its members to approve the amalgamation in the same terms as the Ordinary Resolution above.
53. Once the members of both clubs have approved the amalgamation at separate meetings, an application will be made to the Authority for its approval of the amalgamation. The Soldiers Club will have the carriage of that application.
54. Once the approval of the Authority has been obtained, there will be a formal commercial settlement. On the day of that commercial settlement the following things (among others) will happen:
- (a) the Golf Club will transfer its agreements, assets, debts, and liabilities to the Soldiers Club, including the poker machine entitlements;
 - (b) All members of the Golf Club who have consented to become members of the Soldiers Club will be admitted to membership of the Soldiers Club.
 - (c) the Golf Club's club liquor licence will be transferred to the Soldiers Club.
 - (d) the Soldiers Club will become responsible for the management, business, and affairs of the Golf Club Premises.
55. After Amalgamation Completion, the Golf Club will proceed to a members' voluntary winding up.

SPECIAL RESOLUTION

That the Constitution of the Wellington Soldiers Memorial Club Ltd be amended by:

- (a) **inserting** the following new Rule 10.3(c):

"(c) Golf Club members."

- (b) **inserting** the following new sub-heading and Rules 10.16 and 10.17:

"GOLF CLUB MEMBERS

10.16 Golf Club members shall be those persons who are full members (as defined in the Registered Clubs

Act) of the Wellington Golf Club Limited and who were admitted to membership of the Club pursuant to Rules 15.11 to 15.14 inclusive of this Constitution and for the purposes of the amalgamation between the Club and the Wellington Golf Club Limited.

10.17 *Golf Club members are entitled to such playing and the social privileges and advantages as may be determined by the Board from time to time, and to introduce guests to the Club. However, Golf Club members shall not be entitled to:*

- (a) attend and vote at general meetings (including Annual General Meetings) of the Club; and*
- (b) nominate for and be elected to hold office on the Board;*
- (c) vote in the election of the Board;*
- (d) vote on any Special Resolution (including a Special Resolution to amend the Amalgamated Club's Constitution);*
- (e) propose, second, or nominate any eligible member for any office of the Club;*
- (f) propose, second or nominate any eligible member for Life membership."*

(c) **inserting** the following new sub-heading and Rules 15.11 to 15.14 inclusive:

"ADMISSION OF MEMBERS PURSUANT TO AMALGAMATION

15.11 Rules 15.1 to 15.10 inclusive shall not apply to a person who is admitted as a member of the Club pursuant to an amalgamation with another registered club and this Rule 15.11 to Rule 15.14 inclusive.

15.12 A person shall be admitted as a member of the Club pursuant to an amalgamation if that person is a full member (as defined in the Registered Clubs Act) of a registered club which has amalgamated with the Club and has agreed to be a member of the Club pursuant to the amalgamation.

15.13 The agreement referred to in Rule 15.12 must be in writing and to the effect that the person agrees to be a member of the Club and agrees to be bound by the Constitution and By-laws of the Club and in such form as approved by the Board from time to time.

15.14 Any person who completes and signs the agreement referred to in 15.12 and returns that agreement to the Club shall, (subject to the name of that person being displayed on the noticeboard of the 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 the Club) be elected by a resolution of the Board to membership of the Club with effect from the date of completion of the amalgamation."

EXPLANATORY NOTES TO MEMBERS ON THE SPECIAL RESOLUTION

- 56. The Special Resolution will only be considered if the Ordinary Resolution is passed.
- 57. The Special Resolution proposes amendments to the Club's Constitution to enable the Golf Club's members to become members of the Soldiers Club with effect from completion of the amalgamation. This proposed change is required by the MOU and also by the RCA.
- 58. The Special Resolution if passed will allow members of the Golf Club to become members of the Soldiers Club pursuant to the amalgamation between the Golf Club and the Soldiers Club in the simplest way possible, that is, by invitation, which if accepted in writing, can then be acted on by the Board.
- 59. Once the Authority has approved the amalgamation, an invitation will be sent to all members of the Golf Club inviting them to become members of the Soldiers Club, with effect from completion of the amalgamation.
- 60. Members who accept the invitation in writing will then have their names displayed on the Soldiers Club's notice board in accordance with the RCA.
- 61. Shortly before completion of the amalgamation, the Board of the Soldiers Club will be able to meet and by

resolution admit all of the members of the Golf Club who have accepted the invitation and by that resolution, those members will be admitted as members of the Soldiers Club but only with effect from the date of completion of the Amalgamation.

62. Members of the Golf Club who become members of the Soldiers Club will be eligible to transfer to any class of membership for which they are eligible, but if they do not transfer, they will be Golf Club members and have the rights set out in the proposed new Rule 10.17.
63. A requirement of the RCA is that the members of the Golf Club be identified as a separate class of members (notwithstanding that they may also be Soldiers Club members) and for this purpose they will be identified as "Golf Club members".
64. In addition to the above, the Special Resolution also clarifies the procedure for the admission of persons to membership of the Club pursuant to the amalgamation (see new Rules 15.11 to 15.14 inclusive).

Dated: _____

By direction of the Board

Stephen Hodge
Secretary Manager