



## DEED OF AMALGAMATION

**Date:**

**Parties:**

**BAROOGA SPORTS CLUB LIMITED**  
(ABN 96 001 757 491)

**COBRAM-BAROOGA GOLF CLUB LIMITED**  
(ABN 95 001 021 094)

PIGOTT STINSON  
LAWYERS  
LEVEL 3, 10 BARRACK STREET, SYDNEY NSW 2000 AUSTRALIA  
POSTAL ADDRESS: GPO BOX 3380 SYDNEY NSW 2001 DX 125 SYDNEY  
TELEPHONE: +61 2 8251 7777 FACSIMILE: +61 2 9262 4288 EMAIL: [partners@pigott.com.au](mailto:partners@pigott.com.au)

This Deed of Amalgamation is made on *30th October* 2008.

**BETWEEN**

**Barooga Sports Club Limited ABN 96 001 757 491** of Burkinshaw Street, Barooga  
NSW 3644 (“the Sports Club”)

**AND**

**Cobram-Barooga Golf Club Limited ABN 95 001 021 094** of Golf Course Road,  
Barooga NSW 3644 (“the Golf Club”)

**RECITALS**

- (A) The Sports Club and the Golf Club are both registered clubs with licensed premises respectively at Barooga in New South Wales.
- (B) The Sports Club and the Golf Club propose to amalgamate.
- (C) For the purposes of the amalgamation the Sports Club and the Golf Club contemporaneously with this Deed have entered into a Memorandum of Understanding in the form set out in Schedule A to this Deed.
- (D) The purpose of this Deed is, among other things, to provide:
  - (a) for commercial matters not required by the Regulations to be included in the Memorandum of Understanding;
  - (b) greater detail in relation to some of the various steps and processes which each club will undertake to achieve the amalgamation;
  - (c) for the binding effect of the Memorandum of Understanding.
- (E) The Sports Club and the Golf Club agree on these further matters as provided in the Operative Provisions of this Deed.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS

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1.1 In this Deed unless the context otherwise requires:

**“Amalgamated Club”** means the amalgamated registered club of the Sports Club and the Golf Club;

**“Amalgamation Application”** means the application for the amalgamation of the Clubs pursuant to the RCA and the Liquor Act;

**“Assets”** means all of the goodwill, land, property, equipment, stock, intellectual property, cash on hand or at bank, cash floats, deposits, entitlements to refunds and credits and other receivables, poker machine entitlements, the benefit of all contracts, all of the Club’s records, and without limitation by those general words all other property, tangible or intangible belonging to the Club;

**“Business Day”** means a day on which trading banks are open for general banking business in New South Wales, excluding a Saturday, Sunday or public holiday;

**“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;

**“Clubs”** means both the Sports Club and the Golf Club;

**“Club licence”** means the Club licence held for each club pursuant to the provisions of the Liquor Act;

**“Completion of the Amalgamation”** means that day by which all of the Assets of the Golf Club are transferred to the Sports Club and the Sports Club becomes the registered proprietor of the land and buildings occupied by the Golf Club.

**“Confidential Information”** means all information relating to a party, its business, employees or suppliers which would be reasonably considered to be confidential and includes all trading data, business plans, unpublished financial reports and accounts,

supply list, suppliers, employee and membership records and information recorded in Board minutes.

“**Liquor Act**” means the *Liquor Act 2007*, including any amendments and Regulations made under it.

“**Memorandum of Understanding**” means the document set out in Schedule A.

“**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 the Golf Club in the conduct of the Golf Club’s business including but not limited to corporate accounting and statutory records;

“**Regulations**” means the Registered Clubs Regulation 1996;

“**RCA**” means the *Registered Clubs Act 1976 (NSW)* including any amendments and Regulations made under it; and

“**CEO**” means the individual who fulfils the position of Secretary and Chief Executive Officer of the relevant club according to the context.

1.2 In this Deed 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. BINDING EFFECT OF MEMORANDUM OF UNDERSTANDING**

For the avoidance of doubt the Sports Club and the Golf Club agree that the Memorandum of Understanding is binding on them as if it had been executed as a Deed.

## **3. DUE DILIGENCE**

- 3.1 The Sports Club, at its expense, has engaged a consultant to undertake a due diligence review of the Golf Club's operations and financial position. The Golf Club will provide all necessary information (including, but not limited to, details of all liabilities of the Golf Club whether contingent or otherwise) and assistance to the Sports Club and its consultant in order for the consultant to properly carry out the due diligence review.
- 3.2 The Golf Club, at its expense, shall be able to undertake a due diligence review of the Sports Club's operations and financial position. The Sports Club will provide all necessary information (including details of all liabilities of the Sports Club whether contingent or otherwise) and assistance to the Golf Club in order for the Golf Club to properly carry out a due diligence review.

## **4. CALLING OF MEETINGS**

- 4.1 After the Deed and the Memorandum of Understanding have been signed by both clubs, the Golf Club will call a general meeting of the ordinary members of the Golf

Club for the purposes of considering and if thought fit passing a resolution approving in principle the amalgamation in accordance with section 17AEB(d) of the RCA.

- 4.2 The meeting referred to in clause 4.1 will be held within six (6) weeks from the date of this Deed, or as soon as possible thereafter.
- 4.3 The resolution which will be submitted to the members referred to in clause 4.1 will be in or to the effect referred to in Schedule B to this Deed.
- 4.4 After the Deed and the Memorandum of Understanding have been signed by both clubs, the Sports Club will call a general meeting of the ordinary members of the Sports Club for the purposes of considering and if thought fit passing a resolution approving in principle the amalgamation in accordance with section 17AEB(d) of the RCA.
- 4.5 The meeting referred to in clause 4.4 will be held within eight (8) weeks from the date of this Deed or as soon as possible thereafter.
- 4.6 The resolution which will be submitted to the meeting referred to in clause 4.4 will be in or to the effect set out in Schedule B to this Deed.
- 4.7 In addition to the resolution referred to in clause 4.6, the Sports Club will at the meeting referred to in clause 4.4 submit to those members eligible to attend and vote a Special Resolution (in order to comply with the provisions of section 17AC(2) of the RCA) to amend the Constitution of the Sports Club as follows:
  - (a) with effect from Completion of the Amalgamation:
    - (i) All members of the Golf Club who apply to become members of the Sports Club will be admitted to membership of the Sports Club;
    - (ii) All members of the Golf Club will be able to apply for membership of the Sports Club in the manner referred to in sub paragraphs (iii) to (v).
    - (iii) A member of the Golf Club will not be required to be proposed or seconded for membership of the Sports Club.
    - (iv) As soon as practicable after the Sports Club and the Golf Club have

passed the resolutions approving in principle the Amalgamation the Sports Club will forward to each member of the Golf Club, who is not already a member of the Sports Club, a written invitation to become a member of the Sports Club.

- (v) Any member of the Golf Club who accepts the invitation and agrees in writing to be bound by the Constitution of the Sports Club will, (subject to the name of that person being displayed on the noticeboard of the Sports 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 Sports Club) be elected by a resolution of the Board of the Sports Club to membership of the Sports Club with effect from the date of Completion of the Amalgamation.

- 4.8 The Golf Club members who are admitted to membership of the Sports Club and those Golf Club members who are already members of the Sports Club will be identified as a separate class called, "Cobram-Barooga Golf Club members" but may, subject to the Constitution of the amalgamated club, transfer to any other class of membership of the amalgamated club for which they are eligible to join.
- 4.9 Those Golf Club members who are already members of the Sports Club will primarily be identified by the main membership class within the Amalgamated Club to which they belong, in conformity with the Constitution of the Amalgamated Club but will be separately identified and recorded as "Cobram-Barooga Golf Club members" which will be in addition to and separate from, their status and rights in those main membership classes of the Amalgamated Club.
- 4.10 The Amalgamated Club will recognise each Golf Club member's years of membership at the Golf Club for the purposes of the Constitution of the Amalgamated Club.
- 4.11 The Sports Club acknowledges that life members of the Golf Club will continue to be recognised as life members of the sub-club or sub-clubs after amalgamation but such life members will not be life members of the Amalgamated Club unless they are admitted to Life membership of the Sports Club in accordance with the Constitution of the Sports Club.

**5. THE APPLICATION TO THE CASINO, LIQUOR AND GAMING CONTROL AUTHORITY**

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- 5.1 Within ten (10) business days of the passing of each of the ordinary resolutions of members referred to in clauses 4.1 and 4.4 each Club must forward to the lawyers for the Sports Club the following documents:
- (a) a true copy of the notice of the meeting at which the resolution was passed;
  - (b) a true copy of the minutes of the meeting which will include the number of members present at the meeting and whether or not the resolution was passed.
- 5.2 The Sports Club and its lawyers will be responsible for the preparation and filing of an Amalgamation Application pursuant to section 60 of the *Liquor Act* to transfer the Club licence held by the Golf Club to the Sports Club.
- 5.3 The Golf Club will co-operate with the Sports Club and the lawyers for the Sports Club and will provide all documents and information reasonably required for the preparation, lodgement and finalisation of the Amalgamation Application and will sign the Amalgamation Application if required to do so.
- 5.4 The Sports Club and the Golf Club will separately instruct lawyers to represent them in relation to the negotiation and execution of this Deed and the Memorandum of Understanding and also in relation to the Amalgamation Application.

**6. WARRANTIES AND OPERATIONAL ARRANGEMENTS**

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- 6.1 The Golf Club warrants to the Sports Club that from the date of this Deed to the date of Completion of the Amalgamation the Golf Club will:
- (a) carry on its business in the usual ordinary course and in a diligent manner and will not incur any single debt or liability including, but not limited to, the purchase of any capital equipment over the sum of \$3,000 plus GST without the prior approval of the Sports Club's CEO or his delegate;
  - (b) keep the Assets of the Golf Club insured in amounts representing their full replacement or reinstatement value against fire and other risks normally insured;

- (c) 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;
- (d) provide the Board of Directors of the Sports Club each fortnight or at such other times as the Board of Directors may request any details or documents relating to the operation and financial position of the Golf Club;
- (e) not do anything which may damage the goodwill of its business or that of the Sports Club;
- (f) not without the prior written consent of the Sports Club –
  - (i) enter into, terminate or alter any term of any material contract, arrangement or understanding including any lease, licence or easement in relation to its operations or otherwise;
  - (ii) except in the usual and routine conduct of its trading operations in conformity with and in the manner of recent times, incur any actual or contingent liabilities whether in relation to those operations or otherwise;
  - (iii) except in the usual and routine conduct of its operations, dispose of, agree to dispose of, encumber or grant an option over, or grant any interest in any of the Golf Club's Assets;
  - (iv) employ any further employee on a permanent, part time or casual basis;
  - (v) terminate the employment of any employee or alter the terms of employment (including the terms of remuneration and or superannuation or any other benefit) of any employee;
  - (vi) seek to borrow or borrow money from any third party.
  - (vii) increase the level of debt of the Golf Club beyond that existing as at the date of this Deed other than any debt incurred in the normal day to day trading of the Golf Club; or

- (viii) engage in discussions or negotiations with anyone other than the Sports Club concerning an amalgamation or the sale of all or any part of the Golf Club's Assets (otherwise than as permitted under (iii) above), and the Golf Club must advise the Sports Club of any solicitation by any third party in respect of any such discussion or negotiation.
- 6.2 Each of the Golf Club's warranties contained in clause 6.1 remains in full force and binding notwithstanding Completion of the Amalgamation.
- 6.3 Without limiting its other rights, and notwithstanding any other provisions of this Deed, the Sports Club may terminate this Deed, the Memorandum of Understanding and the Amalgamation at any time prior to Completion of the Amalgamation if there is any material breach of any of the Golf Club's warranties set out in clause 6.1.
- 6.4 The CEO of the Sports Club and the CEO of the Golf Club will have regular discussions about the management and operations of the Golf Club with the object of:
- (a) providing for an orderly transfer of the management and operations of the Golf Club to the Sports Club on Completion of the Amalgamation;
  - (b) achieving efficiencies and cost savings in the Golf Club.
- 6.5 Where before Completion of the Amalgamation in relation to either of the Clubs (the subject Club) –
- (a) an event occurs which has or may have a material effect on the profitability or value of any of the Assets of the subject Club;
  - (b) an event occurs which makes any warranty, or any of the subject Club's representations or other warranties made or given to the other Club untrue or misleading;
  - (c) any claim of any nature is threatened or asserted by or against the subject Club; or
  - (d) there is any material adverse change in the condition (financial or otherwise) or prospects of the subject Club or of its operations

then the subject Club must within a reasonable time on becoming aware of the circumstances, give notice to the other Club fully describing the circumstances.

- 6.6 Title to, property in and risk of the Golf Club's Assets until Completion of the Amalgamation remain solely with the Golf Club and passes to the Amalgamated Club on and from the transfer of the Assets.
- 6.7 No provision of this Deed 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 Deed. The rights, powers, remedies and privileges provided in this Deed 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 Deed.
- 6.8 For the avoidance of doubt it is acknowledged that no liability is accepted or will exist for any breach of a warranty in the absence of actual knowledge by the Golf Club.

## **7. COMPLETION OF THE AMALGAMATION**

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On or before Completion of the Amalgamation the Golf Club will do all things necessary and execute all documents to cause all of the Assets of the Golf Club to be transferred to the Sports Club with effect from the date of Completion of the Amalgamation and such transfers will without limitation be in respect of:

- (a) all real estate;
- (b) all poker machines;
- (c) all poker machine entitlements;
- (d) all contract rights including leases;
- (e) all intellectual property rights;
- (f) all physical assets, furniture and fittings and stock in trade

owned by the Golf Club.

**8. ACCESS TO RECORDS OF THE GOLF CLUB**

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From the date of this Deed the Golf Club will provide to the Sports Club at all reasonable times access to the Golf Club's premises, its Records and Assets and other information and material reasonably required by the Sports Club.

**9. CONFIDENTIALITY**

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- 9.1 A party must not without the prior written approval of the other disclose the other party's Confidential Information.
- 9.2 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.
- 9.3 A party must on demand return to the other any documents supplied by the other in connection with this Deed.
- 9.4 This clause 9 survives termination of this Deed and the Amalgamation.

**10. DISSOLUTION OF THE GOLF CLUB**

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Promptly after Completion of the Amalgamation the Golf Club will do all things necessary and take all steps to:

- (a) nominate a liquidator to be appointed to dissolve the Golf Club and will notify the Sports Club of the name of the liquidator;
- (b) call a special general meeting of the members of the Golf Club for the purposes of considering and if thought fit passing all appropriate resolutions for the liquidation of the Golf Club and will assist the liquidator to wind up the Golf Club.

**11. RESOLUTION OF DISPUTES ARISING UNDER THIS DEED OR THE MEMORANDUM OF UNDERSTANDING**

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- 11.1 A party must not commence any Court or arbitration proceedings relating to a dispute unless it complies with this clause.
- 11.2 A party claiming a dispute has arisen under or in relation to this Deed or the

Memorandum of Understanding must give written notice to the other party specifying the nature of the dispute.

- 11.3 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.
- 11.4 If the parties do not within seven (7) days of the receipt of the notice referred to in clause 11.2 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 technique,

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.

- 11.5 If the dispute is not resolved within twenty eight (28) days after notice is given under clause 11.2 a party which has complied with the provisions of this clause 11 may by written notice to the other terminate any dispute resolution process undertaken pursuant to this clause any may then refer the dispute to arbitration or commence Court proceedings in relation to the dispute.
- 11.6 The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause 11 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.

## **12. COSTS**

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The Sports Club will pay the costs of and incidental to the amalgamation including, but without limitation, the preparation, execution and completion of this Deed and the Memorandum of Understanding provided that if the members of the Golf Club do not approve the ordinary resolution referred to in clause 4.1 then the Golf Club shall be required to pay for 50% of the costs referred to in this clause 12 either by reimbursement to the Sports Club in the case of any accounts paid or by paying 50% of any other accounts.

## **13. STAMP DUTY**

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13.1 The parties acknowledge that section 65(3) of the *Duties Act (NSW)* provides no duty is chargeable on a transfer of dutiable property to give effect to an amalgamation of two registered clubs provided such information and documents as the Chief Commissioner of the Office of State Revenue requires are provided.

13.2 Despite the exemption from duty referred to in clause 13.1 the parties agree that any duty payable by either party to bring into effect the provisions of this Deed shall be shared equally between them.

## **14. GENERAL**

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14.1 This Deed and the Memorandum of Understanding 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 Deed or the Memorandum of Understanding is of no force or effect.

14.2 If any provision of this Deed or the Memorandum of Understanding is invalid and not enforceable in accordance with its terms, other provisions which are self sustaining and capable of enforcement are and continue to be valid and enforceable in accordance with their terms.

14.3 Neither party may assign this Deed or the Memorandum of Understanding or any benefit under it without the prior written consent of the other.

14.4 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 given full effect to this Deed and

the Memorandum of Understanding.

14.5 This Deed and the Memorandum of Understanding is governed by and is to be construed in accordance with the law of New South Wales and the parties submit to the non exclusive jurisdiction of the Courts of New South Wales and any Court hearing appeals from those Courts.

## 15. **TERMINATION**

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15.1 If the members of the Golf Club have not passed the resolution referred to in clause 4.1 and the members of the Sports Club have not passed the resolution referred to in clause 4.4 and the Special Resolution referred to in clause 4.7 within twelve (12) weeks from the date of this Deed either club by giving not less than fourteen (14) days notice to the other may terminate this Deed.

15.2 (a) Notwithstanding anything contained in this Deed either club has the right in its absolute discretion and without penalty to terminate this Deed, the Memorandum of Understanding and this Amalgamation if Completion of the Amalgamation does not take place within eight (8) months from the date of this Deed.

(b) Termination by either club pursuant to this clause 15.2 shall not be effected unless the club gives the other club not less than twenty one (21) days notice in writing of its intention to terminate pursuant to this clause.

(c) Any delay or forbearance or the withdrawal of a notice pursuant to paragraph (b) of this clause 15.2 by the club shall not prejudice its rights to terminate pursuant to this clause.

15.3 In addition to any other provision of this Deed, the Sports Club may terminate this Deed, the Memorandum of Understanding and the Amalgamation at any time without penalty if:

(a) the Golf Club becomes insolvent or commits an act of insolvency; or

(b) there is any breach of any warranty contained within clause 6.

15.4 The Sports Club may terminate this Deed, the Memorandum of Understanding and the

Amalgamation at any time within four (4) weeks of the date of this Deed, without penalty, if the due diligence review undertaken by it on the Golf Club (in accordance with clause 3.1 of this Deed) is not satisfactory to the Board of the Sports Club. The Board of the Sports Club can waive this requirement at any time.

**16. NOTICES**

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- 16.1 A notice to be given by one club to the other pursuant to this Deed must be:
- (a) In writing;
  - (b) Directed to the recipients address specified in this Deed or as varied by written notice;
  - (c) Left at, or sent by pre-paid registered post, hand delivery or by facsimile to that address;

- 16.2 A notice given in accordance with subparagraphs (a), (b), (c) of paragraph 16.1 will be deemed to be duly given:
- (a) on the day of delivery;
  - (b) two days after the date of posting by pre-paid post;
  - (c) if sent by facsimile, when the answer back or message confirmation is received as the case may be.

**17. PROCESS FOR THE VARIATION OF THE DEED AND MEMORANDUM OF UNDERSTANDING**

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No variation or waiver of any provision of this Deed or any provision of the Memorandum of Understanding 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.

**18. WAIVER AND THE EXISTENCE OF A POWER OR A RIGHT**

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- 18.1 No failure, delay, relaxation or indulgence on the part of either Party in exercising any

power or right conferred on that Party by this Deed 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 Deed.

## 19. PUBLIC ANNOUNCEMENTS


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- 19.1 Each of the Sports Club, the Golf Club and the Amalgamated Club is free to make such announcements in relation to the Amalgamation and this Deed as they see fit, subject to the following.
- 19.2 A party making any statement or representation in connection with this Deed must ensure that the statement or representation is neither misleading nor deceptive nor likely to mislead or deceive. Without limiting those general words, a party making any statement or representation in connection with this Deed must ensure that nothing is said or done which might wrongly imply that there are no conditions precedent to this Deed or to Completion or which misrepresents the progress that has been made towards meeting any of those conditions or the likelihood of those conditions being met.

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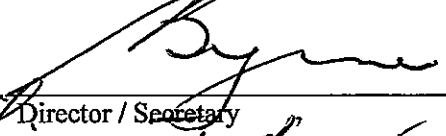
**Executed as a DEED**

Executed by **BAROOGA SPORTS )**  
**CLUB LIMITED ABN 96 001 751 )**  
491 pursuant to Section 127 of the )  
Corporations Act 2001

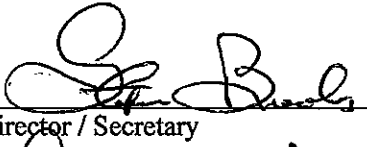
  
\_\_\_\_\_  
Director / Secretary

RAYMOND C. NYK  
\_\_\_\_\_  
Name of Director/Secretary  
(print name)


Executed by **COBRAM-BAROOGA )**  
**GOLF CLUB LIMITED ABN 95 001 )**  
021 094 pursuant to Section 127 of the )  
Corporations Act 2001

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

Lionel W. Byrne  
\_\_\_\_\_  
Name of Director/Secretary  
(print name)

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

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

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

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

**Schedule A**

**MEMORANDUM OF UNDERSTANDING**

## Schedule B

### AMALGAMATION RESOLUTION

That members hereby approve in principle:

- (i) the amalgamation of Cobram-Barooga Golf Club Limited ABN 95 001 021 094 with Barooga Sports Club Limited ABN 96 001 757 491 in accordance with the provisions of the Registered Clubs Act, such amalgamation to be effected by Cobram-Barooga Golf Club Limited transferring its Club licence to Barooga Sports Club Limited and by the dissolution of Cobram-Barooga Golf Club Limited and the continuation of Barooga Sports Club Limited;
- (ii) the making of an application pursuant to section 60 of the Liquor Act to the Casino, Liquor and Gaming Control Authority for the approval of the transfer of Cobram-Barooga Golf Club's club licence to the Sports Club.