



## NOTICE OF GENERAL MEETING

Notice is hereby given that a General Meeting of Pitt Town and District Sports Club Limited (the Club) will be held at the Club's Premises at 139 Old Pitt Town Road, Pitt Town, NSW, 2756 on Wednesday 5<sup>th</sup> November 2025 immediately following the conclusion of the Annual General Meeting which commences at 7.00pm.

### BUSINESS OF THE MEETING

1. To consider and if thought fit to pass the following Ordinary Resolution:

#### Ordinary Resolution

*That the ordinary members of The Pitt Town & District Sports Club Ltd (ACN 002 503 540 ) hereby:*

1. *approve in principle the amalgamation of The Pitt Town & District Sports Club Ltd (ACN 002 503 540 ) ("**PTS**") with Parramatta Leagues' Club Ltd (ACN 000 218 655) ("**PLC**"), such an amalgamation to be effected by:*
  - (a) *the continuation of PLC (as the amalgamated club) and the dissolution of PTS;*
  - (b) *the transfer of PTS's assets (including land, leases and licences held by PTS) to PLC; and*
  - (c) *the transfer of the club licence of PTS to PLC;*
2. *approve in principle the making of an application to the NSW Independent Liquor and Gaming Authority for the transfer of the club licence of PTS to PLC for the purposes of such amalgamation."*

#### **Explanatory Note regarding the Ordinary Resolution**

1. In accordance with clause 4 of the *Registered Clubs Regulation 2015*, on 25 July 2023, Parramatta Leagues' Club Ltd (ACN 000 218 655) (**PLC**), in seeking to amalgamate PTS with another registered club, called for expressions of interest by ClubsNSW E-Circular (23-122) (**Notice**)
2. On 12 March 2025, The Pitt Town & District Sports Club Ltd (ACN 000 467872) (**PTS**) responded to the Notice.
3. PLC accepted the expression of interest from PTS.
4. Following negotiations, PLC and PTS agreed to the terms of an amalgamation.
5. In October 2025, PTS and PLC executed a Memorandum of Understanding (**MOU**) relating to a proposed amalgamation of the two clubs and containing the terms of amalgamation agreed between them.
6. A signed copy of the MOU between PTS and PLC is displayed on the noticeboard. A signed copy of the MOU is also on display on:

- PTS's website at <https://pitttownsports.com.au>; and
  - PLC's website at [www.parraleagues.com.au](http://www.parraleagues.com.au).
7. Members are encouraged to carefully read the terms of the MOU and, if they have any questions or are seeking clarification of any matter relating to the amalgamation or what is contained in the MOU, they should direct their enquiries to either Earl Moran, General Manager or Brad Cairns, President.
8. The principle features of the amalgamation proposal as set out in the MOU are summarised as follows:

#### **Corporate Structure**

- (a) The amalgamation will result in the eventual dissolution of PTS as a company and a Licensed Club and the continuation of the PLC as the body corporate of the Amalgamated Club.*
- (b) The Board of PLC will be the Governing Body of the Amalgamated Club.*
- (c) The Chief Executive Officer of PLC will be the Chief Executive Officer of the Amalgamated Club.*

#### **Premises of the Amalgamated Club**

- (d) PTS's premises will become additional premises of PLC and will be available to all members of the Amalgamated Club. If the amalgamation is approved, PLC will then trade from the following premises:*
  - *PLC premises at 1 Eels Place, Parramatta;*
  - *Vikings premises at 35 Quarry Road, Dundas Valley;*
  - *Dural Country Club premises at 662A Old Northern Road, Dural; and*
  - *PTS Premises at 139 Old Pitt Town Road, Pitt Town.*

#### **Amalgamation Conditional on assignment or novation of National Parks Licence**

- (e) PLC has entered the MOU subject to having the right to occupy the Licensed Lot (being the land comprising part of Scheyville National Park as licensed to the Club under the National Parks Licence (and marked as the "Licence Area" in Schedule 2 of the National Parks Licence)) on and from Amalgamation Completion pursuant to assignment and novation of the National Parks Licence on terms acceptable to PLC in its absolute discretion.*
- (f) That is, the Amalgamation Completion is conditional upon the National Parks Licence being assigned to PLC on Amalgamation Completion on terms acceptable to PLC in its absolute discretion.*
- (g) PTS has agreed that:*
  - a. the annual licence fee payable under the National Parks Licence is \$2,930.00 per annum as at the date of this MOU; and*
  - b. PLC expects that an assignment and novation of the Licensed Lot must be consistent with these requirements from the date of such assignment and novation and not change the terms and conditions of those tenures.*
- (h) PTS is obliged to do all things reasonably required by PLC or any Government Agency to facilitate the assignment and novation of the National Parks Licence to PLC, such transfer and novation to be effective on Amalgamation Completion.*

#### **PTS Premises**

- (i) The PTS Premises is:*

*PTS' freehold premises and licensed premises (under the National Parks Licence) known as The Pitt Town & Districts Sports Club located at 139 Old Pitt Town Rd, Pitt Town NSW 2756, being the Freehold Lot and*

*Licensed Lot comprising the Clubhouse, members and guests facilities, bowling greens, car park and the sports field adjacent to the Clubhouse*

(j) *PLC, has agreed:*

- (i) *to maintain the PTS Premises and carry on the business of a licensed registered club under the RCA and the Liquor Act at the PTS Premises with the usual facilities and amenities of a registered club for a period of ten (10) years;*
- (ii) *to undertake the following upgrades, repairs, replacements, refurbishments and renovations to the PTS Premises and facilities (to the extent determined by, and to the satisfaction of, PLC's management and Board):*
  - a. *upgrade of;*
  - b. *dining facilities;*
  - c. *furniture, fixtures and equipment; and*
  - d. *technology;*
- (iii) *make certain upgrades, renovations or improvements to the PTS Premises to ensure a modern and appealing gaming floor (which may include relocating the gaming area to another area of the PTS Premises deemed more suitable);*
- (iv) *introduce its existing members benefits programs at the PTS Premises, to which Members of PTS that become Members of the Amalgamated Club may agree to be automatically enrolled into; and*
- (v) *assess and adjust (if required) the operations, service offerings and use of assets at the PTS Premises to best serve the ethos, member base and community of PTS.*

#### **Advisory Committee**

- (k) *On Amalgamation Completion the Board of PLC will create the "Pitt Town & District Sports Club Advisory Committee" (Advisory Committee).*
- (l) *The Advisory Committee will not have any governance, decision-making or management powers in the Amalgamated Club (except if such powers are delegated to it by the Board and management of PLC) and it shall be subject to the overall control and direction of the Board and management of the Amalgamated Club at all times.*
- (m) *The Advisory Committee will be made up of:*
  - a. *the PLC CEO or their delegate and :*
  - b. *three (3) existing Directors of PTS as at the date Amalgamation Completion.**who give written consent to PLC to be members of the Advisory Committee.*
- (n) *The Advisory Committee shall be in force and effect for two (2) years, after which it will cease and be dissolved.*
- (o) *A person will cease to be a member of the Advisory Committee immediately if he or she:*
  - a. *ceases to be a member of the Amalgamated Club; or*
  - b. *is removed as a member of the Advisory Committee by resolution of the Board; or*
  - c. *is otherwise removed in accordance with the by-laws relating to the Advisory Committee.*
- (p) *The Advisory Committee may make any recommendations to the Board and management of the Amalgamated Club regarding the following matters:*

- a. *the operations of the PTS Premises;*
  - b. *enhancements to the PTS Premises;*
  - c. *ClubGRANTS to be made by the Amalgamated Club that are attributable to the PTS Premises;*
  - d. *membership matters at the PTS Premises (including member disciplinary matters); and*
  - e. *the engagement and relationships with community clubs and sponsored sporting clubs.*
- (q) *Representatives of the Advisory Committee must attend PLC group events as requested by PLC's management or Board.*
- (r) *The Advisory Committee may be required to provide reports to the Board and management of the Amalgamated Club as determined by them in their absolute discretion.*

#### **Sub Clubs**

- (s) *In respect of any sub-clubs at the PTS premises at the date of the MOU, PLC has agreed:*
- (i) *the Board of PLC will allow those sub-clubs to continue to exist provided all members of those sub-clubs become members of PLC and provided they retain a minimum number of 20 members per sub-club, or such other number determined by the Board acting reasonably and in good faith to ensure that the sub-club is financially viable.*
  - (ii) *PLC agrees to provide each sub-club with a sponsorship for their annual event, which is to be determined by the Board of the Amalgamated Club in its absolute discretion.*

#### **Agreed period of time before PLC may cease trading from the PTS Premises**

- (t) *PLC has no intention of ceasing to trade from the PTS Premises for at least ten (10) years. However, PLC may cease trading at the PTS Premises in the following circumstances:*
- a. *the EBITDA attributable to the PTS Premises is below 15% in a financial year of the Amalgamated Club;*
  - b. *the National Parks Licence is terminated by the Minister of the State of New South Wales administering the National Parks and Wildlife Act 1974 (NSW);*
  - c. *the terms and conditions of the National Parks Licence (other than the licence fee payable) is materially amended by the Minister of the State of New South Wales administering the National Parks and Wildlife Act 1974 (NSW) to the dissatisfaction of the Board of the Amalgamated Club, acting reasonably;*
  - d. *upon the order of any Court or body with jurisdiction to administer the laws in relation to liquor, gaming and registered clubs;*
  - e. *upon the lawful order of any Government Agency to permanently cease trading from the PTS Premises, or revoking any licence, approval or consent necessary for the Amalgamated Club to continue trading from the PTS Premises and it is not reasonably possible (as determined by the Amalgamated Club) for the relevant licences, approvals or consents to be obtained;*
  - f. *if the PTS Premises were destroyed or partially destroyed by fire, flood, storm or other similar event such that it is not lawful for a licensed registered club to be operated from the PTS Premises except where appropriate insurance cover is available to reinstate or rebuild the PTS Premises, including the Clubhouse, to at least the same level and standard that the PTS Premises and Clubhouse were at Amalgamation Completion, or where it is otherwise economically viable to do so; or*
  - g. *if required to avoid an Insolvency Event occurring in respect of the Amalgamated Club as determined by an independent company auditor.*

## **Transfer of Employees**

- (u) PTS will terminate the employment of all its employees in writing, or accept their written resignation, on Amalgamation Completion.*
- (v) Prior to the Amalgamation Completion and after the Provisional Order, PLC will offer employment to each of PTS' current employees employed by PTS as at the date of this MOU, and any subsequently engaged employee approved by PLC, subject to the following:*
  - a. satisfactory interviews of the employees;*
  - b. the employees satisfactorily undertaking and passing normal pre-employment testing and meeting the Amalgamated Club's general standards and prerequisites for employment; and*
  - c. the terms and conditions of employment to be offered to existing PTS employees being on terms and conditions presently offered to PLC employees in similar roles and consistent with the Amalgamated Club's own practices, policies and procedures.*
- (w) PLC will appoint the PTS GM as the approved manager for the PTS Premises, unless the PTS GM is a different person to whom filled the role at the date of this MOU in which case PLC will determine the person (and terms on which the person) is to be appointed as the approved manager for the PTS Premises.*
- (x) Any employee of PTS who accepts an offer of employment from PLC will be employed by the Amalgamated Club on Amalgamation Completion on the terms of that offer, and that person's Employee Entitlements accrued with PTS up to and including Amalgamation Completion will be recognised by the Amalgamated Club.*
- (y) An employee of PTS that accepts an offer from PLC will be entitled, from Amalgamation Completion, to the same benefits offered to other employees of PLC (including discounted staff meals, other discounts, a paid volunteer day, and tickets to Parramatta Eels home games), acknowledging that these employee benefits are subject to change.*
- (z) If any employee of PTS does not accept an offer of employment from PLC, then that employee will be paid all accrued and verified Employee Entitlements by PTS as at Amalgamation Completion, which will be the end date of that employee's employment by PTS.*

## **Core property, cash and investments and poker machine entitlements of the PTS**

- (aa) The PTS Premises will be 'core property' of the Amalgamated Club.*
- (bb) The cash and investments of PTS (if any) will be transferred to the general reserves of the Amalgamated Club.*
- (cc) The thirty three (33) gaming machine entitlements and all of the gaming machines of PTS will become the property of Amalgamated Club.*

## **Transfer of Members**

- (dd) PLC will invite PTS's members to become members of PLC and a member of PTS may accept the invitation by completing and returning the application for membership of the Amalgamated Club (in a class of membership for which they are eligible) to PLC prior to Amalgamation Completion.*
- (ee) Members of PTS who accept that invitation will:*
  - a. be admitted as Members of the Amalgamated Club for Pitt Town & District Sports Club membership or such classes of ordinary membership of PLC for which they apply and are eligible to join;*
  - b. be recorded in PLC's register of members as a "PTDS member" or such other descriptor as chosen by the Board in accordance with PLC's Constitution; and*
  - c. be issued with their own PLC membership card which acknowledges them as a Pitt Town & District Sports Club member.*

*(ff) Any person who, at Amalgamation Completion, is a Life Member of PTS will:*

- (i) not become a Life member of the Amalgamated Club; and*
- (ii) continue to be recognised as a Life member of PTS but only in respect of PTS Premises and the relevant sub club(s) at the PTS Premises.*

### **Amalgamation Application**

9. If the members of both PTS and PLC pass the Ordinary Resolutions to amalgamate, an application will then be lodged with the Independent Liquor and Gaming Authority to seek approval of the transfer of PTS's Club Licence to PLC.
10. If the Independent Liquor and Gaming Authority is satisfied that the amalgamation can proceed, it will grant approval of the transfer of PTS's Club Licence to take effect upon the completion of the commercial matters required to complete the amalgamation (as contained in the MOU).
11. The assets and liabilities of PTS will then be transferred to PLC as contemplated in the MOU and the members of PTS will be invited by PLC to become members of PLC. The invitation to membership of PLC is required because under the *Corporations Act 2001* a person cannot become a member of a company if that person has not consented to membership.
12. After the assets and liabilities of PTS have been transferred to PLC and the amalgamation has been effected, PTS will ultimately proceed to liquidation and be wound up.

### **Requirement for the Ordinary Resolution**

1. Under section 17AEB of the *Registered Clubs Act 1976*, without limiting section 60 of the *Liquor Act 2007*, the Independent Liquor and Gaming Authority cannot approve of the transfer of the licence of a dissolved club (The Pitt Town & District Sports Club Ltd) unless the Authority is satisfied that:
  - (a) the parent club (Parramatta Leagues Club Ltd (ACN 000 218 655)) will meet the requirements set out in section 10(1) of the *Registered Clubs Act 1976*, and
  - (b) the parent club (Parramatta Leagues Club Ltd (ACN 000 218 655)) will be financially viable, and
  - (c) the proposed amalgamation is in the interests of the members of each of the clubs that are amalgamating, and
  - (d) the proposed amalgamation has been approved in principle at separate extraordinary general meetings of the ordinary members of each of the clubs proposing to amalgamate (being in each case an approval supported by a majority of the votes cast at the meeting).
2. The Ordinary Resolution proposed in this Notice of General Meeting is required for the purposes of section 17AEB(d) of the *Registered Clubs Act 1976* and the amalgamation between PTS and PLC cannot proceed until the ordinary members of both clubs have approved the amalgamations of their clubs at separate general meetings.

### **Procedural Matters in Relation to the proposed Ordinary Resolution**

1. Under section 17AEB(d) of the *Registered Clubs Act 1976*, the proposed amalgamation is to "*be approved in principle at separate extraordinary general meetings of the ordinary members of each of the clubs proposing to amalgamate.*"
2. The term "ordinary members" where used in section 17AEB(d) of the *Registered Clubs Act 1976* is defined in section 4 of the *Registered Clubs Act 1976* and essentially means all members in all classes of membership (excluding employees and Junior Members of PTS), other than Honorary members, Temporary members and Provisional members.
3. Accordingly, all members in all classes of membership of PTS, being Honorary Life Members, Paid Up Life Members, Foundation Members, Ordinary Members (excluding employees of PTS) are eligible to attend the general meeting and vote on the Ordinary Resolution.
4. To be passed, the Ordinary Resolution requires votes from a simple majority of members (50% + 1) present and voting on the Ordinary Resolution at the meeting.



5. Members should read the Explanatory Notes to Members set out above which explain the general nature and effect of the Ordinary Resolution. Members should also read the Memorandum of Understanding (MOU) between PLC and PTS.
6. Please direct any question or concerns about the Ordinary Resolution in writing to the General Manager or the President, if possible, before the meeting.
7. Proxy Votes are not allowed under the Registered Clubs Act 1976.
8. The Board of Directors of PTS recommends that members vote in favour of the proposed Ordinary Resolution.

By Authority of the Board of Directors  
13 October 2025

**Earl Moran**  
**General Manager**

