



PARKES SERVICES & CITIZENS CLUB CO-OPERATIVE LTD ABN 19 681 339 813 (NSWC00490) ("CLUB")

**NOTICE TO MEMBERS REGARDING PROPOSED AMALGAMATION WITH
PARKES RAILWAY INSTITUTE BOWLING CLUB LTD ACN 001 059 310**

Pursuant to Section 17AE of the *Registered Clubs Act* and clause 4(5) of the *Registered Clubs Regulation 2015*, the members of Parkes Services & Citizens Club Co-Operative Ltd ABN 19 681 339 813 (NSWC00490) ("**Parkes Services Club**") are hereby notified that:

1. Parkes Services Club called for expressions of interest in amalgamation from other Clubs on 22 February 2024.
2. Parkes Railway Institute Bowling Club Ltd ACN 001 059 310 ("**Parkes Railway Bowling Club**") responded to Parkes Services Club's call for expressions of interest in amalgamation on 19 March 2024 expressing interest in amalgamating with Parkes Services Club.
3. Parkes Services Club has advised Parkes Railway Bowling Club that it has decided to enter into an amalgamation with Parkes Railway Bowling Club subject to execution of a Memorandum of Understanding and member approval.
4. Parkes Services Club will be the continuing club in the amalgamation and Parkes Railway Bowling Club will be the dissolving club in the amalgamation. Parkes Services Club and Parkes Railway Bowling Club will shortly enter a Memorandum of Understanding containing the terms of the proposed amalgamation.
5. A copy of the Memorandum of Understanding once entered will be made available to members of Parkes Services Club for inspection on the Club's premises at reception and on Parkes Services Club's website at least twenty-one (21) days before the General Meeting, which will be called, at which members will vote on the proposed amalgamation.
6. After the Memorandum of Understanding is executed, Parkes Services Club and Parkes Railway Bowling Club will convene separate General Meetings for members of each club to vote on the proposed amalgamation. A Notice of General Meeting will be sent to members of Parkes Services Club at least twenty (21) days before the General Meeting.
7. If the proposed amalgamation can be completed after various requirements have been met, then in substance all land, assets, liabilities and the club licence of Parkes Railway Bowling Club, as set out in the Memorandum of Understanding, will pass to Parkes Services Club subject to the terms and conditions on the Memorandum of Understanding.
8. During the twelve (12) month period immediately preceding the date of this notice, Parkes Services Club can advise that it has not received any other expressions of interest in amalgamation or unsolicited merger offers.
9. Any questions in relation to this notice should be directed to Mike Phillips, General Manager of Parkes Services Club.

Dated: 31/10/2024

By direction of the Board

A handwritten signature in black ink, appearing to read "Mike Phillips", is written over a faint, illegible printed name.

Mike Phillips

General Manager