

Access and Merger Agreement

The Glen Iris Valley Recreation Club

ABN 71 534 190 089

and

Melbourne Cricket Club Tennis Section

ABN 45 584 776 601

and

Melbourne Cricket Club

ABN 92 871 871 964

and

Melbourne Cricket Club Foundation Limited

ABN 59 051 391 210

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BETWEEN:

- (1) **The Glen Iris Valley Recreation Club** ABN 71 534 109 089, an Australian public company limited by guarantee under the *Corporations Act*, of 260-270 High Street Road, Mt Waverley, Victoria 3149 ("**Glen Iris Valley Tennis**");
- (2) **Melbourne Cricket Club Tennis Section** ABN 45 584 776 601, an association incorporated under the *Associations Incorporation Act 1981 (Vic)*, of Melbourne Cricket Ground, Yarra Park, Jolimont, Victoria ("**MCC Tennis**");
- (3) **Melbourne Cricket Club** ABN 92 871 871 964, a body corporate constituted by the *Melbourne Cricket Club Act 1974 (Vic)*, of Melbourne Cricket Ground, Yarra Park, Jolimont, Victoria (the "**MCC**"); and
- (4) **Melbourne Cricket Club Foundation Limited** ABN 59 051 391 210 of Melbourne Cricket Ground, Yarra Park, Jolimont, Victoria (the "**Foundation**").

RECITALS:

- (A) Glen Iris Valley Tennis operates for the benefit of the Glen Iris Valley Tennis Members a tennis club using tennis courts, a clubhouse and related facilities located at the High Street Road Site.
- (B) The High Street Road Site is owned by Riversdale and leased to Glen Iris Valley Tennis on the terms of the Riversdale Lease.
- (C) MCC Tennis operates for the benefit of the members of MCC Tennis a tennis club using tennis courts and related facilities located at the Junction Oval Tennis Site.
- (D) The Foundation leases the Junction Oval Tennis Site from Cricket Victoria.
- (E) Each of Glen Iris Valley Tennis and MCC Tennis has operated its tennis club for the benefit of their respective members for several decades and both clubs have fielded and continue to field teams in tennis competitions for men and women organised by Tennis Victoria and Tennis Australia and conduct tennis coaching and development programmes and social events for their respective members.
- (F) The lease by the Foundation of the Junction Oval Tennis Site will terminate on the Junction Oval Termination Date from which date the Junction Oval Tennis Site will cease to be available for use by MCC Tennis and the members of MCC Tennis.
- (G) Each of MCC Tennis, the Foundation and the MCC wishes to ensure that MCC Tennis will be able to continue to use tennis courts and related facilities at a new site for the benefit of as many of the members of MCC Tennis as possible.
- (H) Glen Iris Valley Tennis wishes to grow its membership and take other steps to secure the viability of its tennis club operations.
- (I) Since June 2014 the parties have been discussing the possibility of the operations of Glen Iris Valley Tennis and MCC Tennis being merged to achieve their respective objectives as more particularly described in paragraphs (G) and (H) above so that a vibrant, financially secure and successful tennis club can operate at the High Street Road Site for the long term.
- (J) The parties have acknowledged that the Merger Date will now not occur before the Junction Oval Termination Date and, as a consequence, they have agreed to enter into this Agreement:

- (1) to enable MCC Tennis to operate as a tennis club at the High Street Road Site during the Access Period so that MCC Tennis Members may share with Glen Iris Valley Tennis Members the use of the Tennis Facilities for Approved Purposes; and
- (2) to facilitate the merger of Glen Iris Valley Tennis and MCC Tennis, with Glen Iris Valley Tennis to be the surviving corporation of the merger,

on the terms and conditions contained in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

"Access Period" means the period between the Junction Oval Termination Date and the Merger Date.

"Approved Purposes" means the conducting of, and participation in, tennis competitions, social tennis and related social activities ordinarily carried out by a tennis club and its members, by MCC Tennis and MCC Tennis Members.

"ASIC" means the Australian Securities and Investments Commission.

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne.

"Corporations Act" means the *Corporations Act 2001 (Cth)*.

"Development Plan" means a plan for a development of the High Street Road Site following the Merger Date as may in the future be adopted by the Joint Committee.

"Dispute" means any dispute or difference between the parties arising out of, relating to or in connection with the Transaction Documents, including any dispute or difference as to the formation, validity, existence or termination of the Transaction Documents.

"Due Diligence Investigations" means the due diligence investigations in relation to Glen Iris Valley Tennis and its membership and operations undertaken by MCC Tennis, the Foundation and the MCC.

"Glen Iris Valley Tennis Board" means the directors or those responsible for management of Glen Iris Valley Tennis under the constitution of Glen Iris Valley Tennis.

"Glen Iris Valley Tennis Members" means each of the persons who were members of Glen Iris Valley Tennis in accordance with the constitution of Glen Iris Valley Tennis on [#] 2016 and who remain members on the Merger Date.

"GST" has the meaning given to this expression in *A New Tax System (Goods & Services Tax) Act 1999 (Cth)*.

"High Street Road Site" means part of the land contained in Certificate of Title Volume 5418 Folio 504, being the property located at 260-270 High Street Road, Mt Waverley, Victoria.

"Insolvency Event" means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1)

of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

"Joint Committee" means the committee established in accordance with clause 5.

"Junction Oval Tennis Site" means the land leased to the Foundation by Cricket Victoria at the Junction Oval, St Kilda where the tennis courts and related facilities currently used by MCC Tennis are situated.

"Junction Oval Termination Date" means 31 March 2016.

"Licensed Intellectual Property" has the meaning given to that expression in clause 9.1.

"Land Tax" means land tax payable in accordance with the provisions of the *Land Tax Act 2005* (Vic).

"Liquor Licence" means the liquor licence held by Glen Iris Valley Tennis being a Full Club Licence (Licence No [#]) or such other liquor licence that may relate to the operations of Glen Iris Valley Tennis at the High Street Road Site.

"Material Amount" means an amount exceeding \$25,000 payable under the Riversdale Lease (other than rent).

"MCC Committee" means the committee of the MCC in accordance with the MCC's rules.

"MCC Member" means a person who is a member of the MCC in accordance with the rules of the MCC.

"MCC Tennis Members" means each of the persons who were members of MCC Tennis in accordance with the rules of MCC Tennis on 26 April 2016 and who are to become members of Glen Iris Valley Tennis on and from the Merger Date as provided in this Agreement.

"Merger Condition" means a condition specified in a sub-paragraph of clause 2(a).

"Merger Date" means the date on which the last of the conditions referred to in clause 2(a) is satisfied as determined by the Foundation and the MCC and notified in writing by them to Glen Iris Valley Tennis, or such other date as may be notified in writing by the Foundation and the MCC to Glen Iris Valley Tennis.

"New Name" means the new name contemplated in the Proposed Constitution to be adopted from the Merger Date being "MCC Glen Iris Valley Tennis Club".

"Proposed Constitution" means the proposed constitution for, and to be adopted by, Glen Iris Valley Tennis to replace its existing constitution on or before the Merger Date substantially in the form of the constitution set out in Schedule 3.

"Riversdale" means Riversdale Golf Club Limited ABN 15 004 114 541 of 200-280 Huntingdale Road, Mount Waverley VIC 3149.

"Riversdale Lease" means the lease of the High Street Road Site between Glen Iris Valley Tennis and Riversdale, the terms of which are set out in the lease agreement between Glen Iris Valley Tennis and Riversdale dated 16 September 1988 as extended by

notice from Glen Iris Valley Tennis to Riversdale on or about 4 July 2011 and acknowledged by Riversdale by notice dated 9 July 2011.

"Sporting Property" has the meaning given to that term in clause 8.5.

"Tennis Facilities" means the tennis facilities, clubhouse and all related facilities currently being used by Glen Iris Valley Tennis at the High Street Road Site.

"Tennis and Membership Plan" means the plan set out in Schedule 4 approved respectively prior to the Merger Date by the Glen Iris Valley Tennis Board on behalf of the Glen Iris Valley Tennis Members and MCC Tennis which contains a shared vision for the operation, development and growth of Glen Iris Valley Tennis Club on and from the Merger Date, as that plan subsequently may be modified by the Glen Iris Valley Tennis Board with the prior written approval of the Foundation and MCC.

"Transaction Document" means:

- (a) this Agreement;
- (b) the Proposed Constitution;
- (c) the Riversdale Lease;
- (d) any document or agreement that is entered into under any of the above; and
- (e) any document or agreement that amends, supplements, replaces or novates any of the above.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to "**information**" is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (g) The word "**agreement**" includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (h) The expression "**this document**" includes the agreement, arrangement, understanding or transaction recorded in this document.

1.3 **Non Business Days**

If the day on or by which a person must do something under this document is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

2. **CONDITIONS PRECEDENT**

- (a) This document (other than clauses 1, 2(b), 3, 10, 11, 12, 13, 14 and 15 which come into full effect and bind the parties on and from the date of this document) has no force or effect unless and until:
 - (i) the MCC receives a copy of the Riversdale Lease certified by two directors of Glen Iris Valley Tennis as being a true and correct and complete copy of all of the lease terms and arrangements between Glen Iris Valley Tennis and Riversdale in relation to the High Street Road Site;
 - (ii) the Glen Iris Valley Tennis Members resolve by special resolution to approve this document, the transactions described in this document and the admission as members of Glen Iris Valley Tennis of the MCC Tennis Members;
 - (iii) Glen Iris Valley Tennis applies to ASIC for reservation of the New Name;
 - (iv) the Glen Iris Valley Tennis Members by special resolution approve and adopt the Proposed Constitution and the New Name;
 - (v) Glen Iris Valley Tennis lodges with ASIC the notices required under the *Corporations Act* in respect of the special resolutions approving the Proposed Constitution and the New Name;
 - (vi) the MCC receives a copy of each special resolution, application and notices referred to in sub-paragraphs (ii), (iii), (iv) and (v) certified as being a true and correct and complete and up-to-date copy of each such special resolution, application and notices; and
 - (vii) the MCC notifies Glen Iris Valley Tennis in writing that it is satisfied Glen Iris Valley Tennis will not be liable to Riversdale under the Riversdale Lease for the payment by way of indemnity or otherwise of a Material Amount.

- (b) The Glen Iris Valley Tennis Board must use all reasonable endeavours available to it to satisfy the Merger Conditions and to encourage the Glen Iris Valley Tennis Members to approve this document and the transactions described in this document and to have them take effect and, for the avoidance of doubt this obligation includes:
 - (i) doing all of the things available to it which are necessary to achieve the parties' objectives as set out in paragraph (G) and paragraph (H) of the Recitals;
 - (ii) calling a meeting of the Glen Iris Valley Tennis Members to consider special resolutions to approve and adopt the Proposed Constitution and the New Name as soon as reasonably possible after the date of this document; and
 - (iii) if special resolution is passed, lodging with ASIC the notices required under the *Corporations Act* in respect of the special resolutions approving the Proposed Constitution and the New Name as soon as practicable after the special resolutions have been approved.

3. **ACCESS PERIOD**

- (a) Glen Iris Valley Tennis acknowledges and agrees that during the Access Period, Glen Iris Valley Tennis is and remains responsible for its own finances and debts.
- (b) MCC Tennis acknowledges and agrees that during the Access Period MCC Tennis is and remains responsible for its own finances and debts.
- (c) Glen Iris Valley Tennis acknowledges and agrees that during the Access Period and in consideration of the amounts payable to Glen Iris Valley Tennis under clause 3(f) for access to the High Street Road Site, MCC Tennis and MCC Tennis Members may have access to the High Street Road Site and use the Tennis Facilities for Approved Purposes as bare licensees only.
- (d) During the Access Period:
 - (i) Glen Iris Valley Tennis must ensure that MCC Tennis Members are covered under the public liability policy maintained by Glen Iris Valley Tennis on the same basis as Glen Iris Valley Tennis Members;
 - (ii) in respect of any claims against MCC Tennis resulting from any damage, loss, death or injury to MCC Tennis Members in connection with the High Street Road Site and the use of the Tennis Facilities which are not covered by the insurance referred to in clause 3(d)(i), MCC Tennis releases Glen Iris Valley Tennis from any claims by MCC Tennis except to the extent that such damage, loss, death or injury arises out of the wilful misconduct or negligent act or omission of Glen Iris Valley Tennis; and
 - (iii) MCC Tennis must indemnify and hold harmless Glen Iris Valley Tennis against all claims resulting from any damage, loss, death or injury in connection with the High Street Road Site and use the Tennis Facilities which are not covered by the insurance referred to in clause 3(d)(i) which are due to the wilful misconduct or negligent act or omission of MCC Tennis or any MCC Tennis Member.
- (e) MCC Tennis for itself and on behalf of the MCC Tennis Members acknowledges and agrees that the Tennis Facilities will not be used by MCC Tennis or any MCC Tennis Member for any purpose other than an Approved Purpose during the Access Period and in so doing MCC Tennis will, and will ensure that MCC Tennis Members will, at all times comply in all material respects with the operating rules adopted by Glen

Iris Valley Tennis for the conduct of tennis and related activities at the High Street Road Site.

- (f) MCC Tennis will use its best endeavours to ensure that the use of the Tennis Facilities by MCC Tennis and MCC Tennis Members as contemplated in clause 3(d) does not result in Glen Iris Valley Tennis being in contravention of any of the terms applicable to Glen Iris Valley Tennis contained in the Riversdale Lease.
- (g) Despite clause 3(a) and 3(b), the Foundation agrees that during the Access Period it will:
 - (i) ensure that MCC Tennis pays to Glen Iris Valley Tennis within 7 days of the end of each month during the Access Period the sum to be mutually agreed as the amount payable by MCC Tennis for the right of MCC Tennis and MCC Tennis Members to have access to the High Street Road Site in that month;
 - (ii) ensure that MCC Tennis pays any sum which MCC Tennis is contracted to pay to any MCC Tennis Member;
 - (iii) ensure that MCC Tennis arranges and pays for insurance cover for MCC Tennis and MCC Tennis Members for public, occupier's and director's and officer's liability and damage to, and destruction of property of, Glen Iris Valley Tennis up to a value agreed between MCC Tennis and Glen Iris Valley Tennis and on conditions, terms, excesses and limits negotiated by MCC or the Foundation, acting reasonably; and
 - (iv) within 14 days of the commencement of the Access Period, reimburse Glen Iris Valley Tennis for the cost of installation of external lighting for the tennis courts at the High Street Road Site, up to an amount not exceeding \$75,000 plus GST, which installation is only to be undertaken by Glen Iris Valley Tennis in accordance with specifications and a work programme approved by the Foundation acting reasonably.

4. MERGER OF GLEN IRIS VALLEY TENNIS AND MCC TENNIS

- (a) Each party acknowledges and agrees that it will take all action required of it so that as from the Merger Date the operations of MCC Tennis are merged with, and assumed by, Glen Iris Valley Tennis and, without limiting this commitment, each of the persons named in the Annexure to this Agreement (being the members of MCC Tennis who have confirmed to MCC Tennis that they wish to become members of Glen Iris Valley Tennis on and from the Merger Date) will be offered membership of Glen Iris Valley Tennis at the subscription rates contained in Schedule 2, such membership to take effect on and from the Merger Date.
- (b) Each party acknowledges and agrees that Glen Iris Valley Tennis will offer special membership subscription rates to the MCC Tennis Members during the three year period commencing on the Merger Date.
- (c) The special membership subscription rates for MCC Tennis Members contained in Schedule 2 that will be offered by Glen Iris Valley Tennis to MCC Tennis Members in accordance with clause 4(b) will be increased each year in accordance with any increases in the Melbourne Consumer Price Index (ALL Groups) published by the Australian Bureau of Statistics or any similar index agreed between the parties which replaces it.
- (d) Unless otherwise agreed by the Joint Committee, Glen Iris Valley Tennis agrees that any joining fee which would otherwise be payable by a person being admitted to membership of Glen Iris Valley Tennis will be waived for MCC Tennis Members and will also be waived for MCC Members and persons on the waiting list for MCC

membership who may apply for membership of Glen Iris Valley Tennis after the Merger Date.

- (e) Each party acknowledges and agrees that during the three year period commencing on the Merger Date the membership subscription rates for the persons who on the Merger Date are the Glen Iris Valley Tennis Members will not change save that they may be increased in each such year in accordance with any increases in the Melbourne Consumer Price Index (All Groups) published by the Australian Bureau of Statistics or any similar index agreed between the parties which replaces it.
- (f) Subject to clause 2(a), the rights and obligations of the parties under this document commence on the Merger Date and continue indefinitely, unless this document is terminated in accordance with clause 12.
- (g) During the period between the date of this document and the Merger Date, Glen Iris Valley Tennis agrees to:
 - (i) manage its affairs in a normal and diligent manner and make every reasonable effort to ensure that there are no material financial, contractual, member or property changes without the prior approval of the MCC and the Foundation; and
 - (ii) inform the MCC and the Foundation of any liability or actual material changes to financial, contractual, member or property information and where at all possible not make any such changes.

5. **JOINT COMMITTEE**

5.1 **Establishment of the Joint Committee**

- (a) Immediately after the Merger Date, the parties agree to establish a Joint Committee comprising:
 - (i) the Chairman of Glen Iris Valley Tennis and two other members of the Glen Iris Valley Tennis Board;
 - (ii) two MCC Committee members or Foundation representatives; and
 - (iii) the MCC's Chief Executive Officer (or nominee).
- (b) A party may change a Joint Committee member related to it by notice in writing to the other parties (which must state the name and position of the new Joint Committee member).

5.2 **Meetings of the Joint Committee**

- (a) The Joint Committee will meet as required to review the Tennis and Membership Plan and discuss and use all reasonable endeavours to agree upon:
 - (i) arrangements relating to the implementation of the Tennis and Membership Plan and the management and operation of Glen Iris Valley Tennis and the Riversdale Lease in line with the parties' respective objectives as set out in paragraph (G) and paragraph (H) of the Recitals;
 - (ii) Glen Iris Valley Tennis membership numbers, membership types and membership subscription rates; and

- (iii) any other matters (whether related to the Tennis and Membership Plan or otherwise) which are of interest to the MCC, the Foundation and Glen Iris Valley Tennis, including the formulation and implementation of any Development Plan.
- (b) A quorum for a meeting of the Joint Committee is four people consisting of:
 - (i) two people representing both of the MCC and the Foundation; and
 - (ii) two people representing Glen Iris Valley Tennis.
- (c) Meetings of the Joint Committee will be chaired by a person representing both the MCC and the Foundation.
- (d) If a party's Joint Committee representative is unable to attend a meeting, an alternative representative of the party may attend in their place.
- (e) Decisions of the Joint Committee require the unanimous vote of all people in attendance.
- (f) Other than as set out above, the Joint Committee will determine its own processes for holding meetings.

6. **RESTRICTIONS ON SURRENDER OR DISPOSAL OF THE RIVERSDALE LEASE**

Glen Iris Valley Tennis acknowledges and agrees with the other parties that it will not:

- (a) surrender the Riversdale Lease; or
- (b) assign, transfer, charge, dispose, encumber or otherwise deal with the Riversdale Lease or any of the rights of Glen Iris Valley Tennis arising under the Riversdale Lease,

without the prior written approval of the MCC and the Foundation.

7. **MERGER COSTS**

- (a) Each party must pay its own expenses incurred in negotiating, preparing, stamping and registering the Transaction Documents.
- (b) The Foundation will reimburse Glen Iris Valley Tennis for all reasonable expenses incurred by Glen Iris Valley Tennis in obtaining any legal, financial or other advice relating to the Transaction Documents.

8. **MCC'S AND THE FOUNDATION'S ONGOING OBLIGATIONS**

8.1 **Licence to use MCC name, initials and logo and no holding out**

- (a) On and from the Merger Date, the MCC and the Foundation (as applicable) grant a licence to Glen Iris Valley Tennis to use:
 - (i) the names "Melbourne Cricket Club" and "MCC" as part of Glen Iris Valley Tennis' name; and
 - (ii) the MCC's trade marks, colours, logo and insignia (together the **Licensed Intellectual Property**) as part of Glen Iris Valley Tennis' own colours, logo and insignia,

in a manner and form as reasonably approved by the MCC and the Foundation from time to time.

- (b) On and from the Merger Date, Glen Iris Valley Tennis may indicate and publish that it is affiliated with the MCC but in doing so must make it clear that Glen Iris Valley Tennis is a separate entity from the MCC and the Foundation and must ensure that its stationery, signage and communications all contain appropriate wording as required by the MCC or the Foundation to that effect.
- (c) Glen Iris Valley Tennis must not sell or licence the use of the any of the names referred to in clause 8.1(a)(i) or any of the Licensed Intellectual Property.
- (d) Except with the Foundation's or the MCC's express approval or as otherwise expressly set out in this document, Glen Iris Valley Tennis must not do anything or allow anything to be done whereby it is held out or implied that the Foundation or the MCC is in any way responsible for the finances or other debts or liabilities of Glen Iris Valley Tennis or any Glen Iris Valley Tennis Member.

8.2 Operational and Administrative Support

The MCC and the Foundation (as applicable) agree that on and from the Merger Date they will, if requested by Glen Iris Valley Tennis:

- (a) provide management, operations and maintenance advice and support to Glen Iris Valley Tennis to assist Glen Iris Valley Tennis to manage, operate and maintain the High Street Road Site and associated sporting facilities;
- (b) provide administrative advice and support to Glen Iris Valley Tennis to assist Glen Iris Valley Tennis:
 - (i) prepare financial accounts and manage membership records for statutory returns and management purposes; and
 - (ii) comply with all other statutory obligations and returns regarding incorporation, registration, tax returns and liquor licensing;
- (c) assist Glen Iris Valley Tennis to arrange insurance cover for:
 - (i) the High Street Road site, Glen Iris Valley Tennis, Glen Iris Valley Tennis Board members and Glen Iris Valley Tennis Members for public, occupier's and director's and officer's liability; and
 - (ii) damage to, and destruction of property of, Glen Iris Valley Tennis (including the Sporting Property) up to a value determined by the Joint Committee, acting reasonably, to cover the excess on the MCC's relevant industrial special risk insurance policy,

on conditions, terms, excesses and limits negotiated by the MCC, acting reasonably; and
- (d) offer Glen Iris Valley Tennis and Glen Iris Valley Tennis Members the use of the MCC's facilities and resources, including room hire at the Melbourne Cricket Ground (subject to availability) for meetings, social events and fund raising opportunities.

8.3 Financial Support

- (a) Glen Iris Valley Tennis acknowledges and agrees that both prior to and on and from the Merger Date, Glen Iris Valley Tennis will be, and will remain, responsible for its own finances and debts.

- (b) Despite clause 8.3(a), the Foundation agrees that it will:
 - (i) within four months of the beginning of each of the first three subscription years following the Merger Date, pay to Glen Iris Valley Tennis an amount equal to the difference (if any) between \$30,000 and the aggregate amount of subscriptions paid to Glen Iris Valley Tennis in that subscription year by MCC Tennis Members (after deducting the aggregate amounts paid in any subscription year to Glen Iris Valley Tennis under clause 3(g)(i));
 - (ii) pay to Glen Iris Valley Tennis an amount equal to the aggregate of:
 - (A) any sum which MCC Tennis has prior to the Merger Date contracted to pay to certain of its players which may remain unpaid; and
 - (B) any sum which the Foundation may agree after the Merger Date to pay to players representing Glen Iris Valley Tennis in a grade of competition which has been approved by the Foundation and in accordance with arrangements confirmed by the Foundation in consultation with Glen Iris Valley Tennis; and
 - (iii) following the payment of all debts and satisfaction of all liabilities of MCC Tennis, pay to Glen Iris Tennis the amount of any remaining cash assets held by MCC Tennis; and
 - (iv) consider making payment to Glen Iris Valley Tennis of such amounts as the Foundation may determine in its absolute discretion from time to time including an annual grant to Glen Iris Valley Tennis, which may be subject to any conditions (including directions as to how moneys may be spent) as the Foundation sees fit.
- (c) When deciding upon any amounts to be paid to Glen Iris Valley Tennis under clause 9.3(b)(iii), the Foundation will consider:
 - (i) the ability of Glen Iris Valley Tennis to raise its own funds through subscriptions and levies;
 - (ii) Glen Iris Valley Tennis' budget for the next financial year; and
 - (iii) Glen Iris Valley Tennis' request for capital or operational expenditure.
- (d) Glen Iris Valley Tennis acknowledges that:
 - (i) any annual grant as contemplated in clause 8.3(b)(iii) will be decided on a year by year basis; and
 - (ii) the Foundation determining to make a grant for a particular year does not create an obligation on the Foundation to make a grant in any subsequent year unless there is a specific written agreement to that effect for a special project or projects.

8.4 Social and Cultural Support

On and from the Merger Date the MCC and the Foundation will:

- (a) endeavour to provide space to Glen Iris Valley Tennis in the MCC's newsletters to MCC Members so that Glen Iris Valley Tennis can inform MCC Members of Glen Iris Valley Tennis' activities and the sporting social amenities provided by Glen Iris Valley Tennis; and

- (b) provide information about Glen Iris Valley Tennis on the MCC website with links to Glen Iris Valley Tennis' website.

8.5 **Sporting Property**

- (a) The MCC or the Foundation may decide to provide Glen Iris Valley Tennis with sporting equipment, honour boards, trophies or memorabilia (**Sporting Property**) on and from the Merger Date.
- (b) If the MCC or the Foundation provides Glen Iris Valley Tennis with any Sporting Property after the Merger Date, such Sporting Property remains the property of the MCC or the Foundation (as applicable) and will continue to be covered by the MCC's or the Foundation's insurance policies if Glen Iris Valley Tennis and the MCC agree that is the most cost efficient way for such property to be protected.
- (c) Glen Iris Valley Tennis:
 - (i) is entitled to possession and custody of the Sporting Property provided under clause 8.5(b) for the period specified by the MCC or the Foundation when providing the Sporting Property; and
 - (ii) must provide any trophies and memorabilia to the MCC or the Foundation as the MCC or the Foundation may request from time to time, on reasonable notice, for display by the MCC or the Foundation.
- (d) All Sporting Property owned by Glen Iris Valley Tennis before the Merger Date remains the property of Glen Iris Valley Tennis and the Foundation agrees to provide financial assistance to Glen Iris Valley Tennis, prior to the Merger Date, in an amount determined by the Foundation to be appropriate to meet the cost (in whole or in part) of improving the presentation and display of all such Sporting Property at the High Street Road Site in accordance with a work programme agreed between the Foundation and Glen Iris Valley Tennis prior to the Merger Date.
- (e) Glen Iris Valley Tennis must use reasonable endeavours to maintain and keep safe or secure all Sporting Property provided to Glen Iris Valley Tennis by the MCC or the Foundation.

9. **GLEN IRIS VALLEY TENNIS' ONGOING OBLIGATIONS**

9.1 **Participate in sport**

- (a) Glen Iris Valley Tennis must encourage and support Glen Iris Valley Tennis Members to form teams and participate in the sport of tennis and to encourage that sport.
- (b) Glen Iris Valley Tennis must maintain its membership of an appropriate tennis association as is needed to promote Glen Iris Valley Tennis as a participant in competitive tennis in Victoria and to compete in competitions conducted by the relevant tennis association.

9.2 **Management of Glen Iris Valley Tennis**

Glen Iris Valley Tennis must on and from the Merger Date:

- (a) use its reasonable endeavours to implement the Tennis and Membership Plan and manage and operate Glen Iris Valley Tennis in accordance with any reasonable directions of the MCC or the Foundation;

- (b) maintain its financial accounts to a standard that is reasonably required and appropriate with regard to the *Corporations Act* and general accounting standards;
- (c) remain solvent at all times and notify the MCC and the Foundation immediately if Glen Iris Valley Tennis becomes aware that Glen Iris Valley Tennis may be or is likely to become insolvent;
- (d) notify the MCC immediately of any material adverse changes to Glen Iris Valley Tennis' finances or operations or to any matters that affect or may affect Glen Iris Valley Tennis' or the MCC's reputation;
- (e) establish and follow any risk management procedures that are reasonably required by the MCC or the Foundation;
- (f) ensure that it does not enter into any sponsorship arrangement which conflicts with the MCC's sponsors or adversely affects the reputation of the MCC;
- (g) not act inconsistently with any of the MCC's or the Foundation's policies of which Glen Iris Valley Tennis has been notified or of which it has become aware;
- (h) provide Glen Iris Valley Tennis Members and Glen Iris Valley Tennis employees with any relevant management or administration training, including training relating to liquor licensing or any other training required by the MCC or the Foundation;
- (i) appoint its delegates or nominees as the contact persons with whom the MCC and the Foundation may communicate; and
- (j) ensure that its appropriate representatives attend all meetings required by the MCC and the Foundation, with such meetings to be schedule on reasonable notice.

9.3 **Reporting to the MCC and the Foundation**

Glen Iris Valley Tennis must on and from the date of this Agreement:

- (a) provide an annual report to the MCC and the Foundation including:
 - (i) financial accounts;
 - (ii) budgets for the following year;
 - (iii) report of tennis and all other sporting activities undertaken;
 - (iv) membership numbers;
 - (v) tennis and all other sporting achievements and awards; and
 - (vi) any other relevant information; and
 - (vii) any other information required by the MCC or the Foundation.
- (b) provide monthly reports to the MCC and the Foundation including:
 - (i) financial status and performance against the annual budget; and
 - (ii) any other relevant information required by the MCC or the Foundation;
- (c) report regularly to the designated MCC officer on the day to day operations of Glen Iris Valley Tennis as required by the MCC or the Foundation; and

- (d) notify the MCC and the Foundation in writing on the particulars of any change in the Glen Iris Valley Tennis Board within 5 Business Days.

9.4 **Glen Iris Valley Tennis Constitution and Rules**

Glen Iris Valley Tennis and Glen Iris Valley Tennis Members must not, without the prior written approval of the MCC and the Foundation (such approval which may be withheld in the MCC's and the Foundation's absolute discretion):

- (a) change or purport to change the constitution of Glen Iris Valley Tennis (other than as contemplated in this Agreement); or
- (b) seek or purport to seek to change the legal status of Glen Iris Valley Tennis .

9.5 **Reputation of the MCC and Glen Iris Valley Tennis**

Glen Iris Valley Tennis must not do anything or permit or allow Glen Iris Valley Tennis Members to do anything which would bring the MCC or Glen Iris Valley Tennis, or the reputation of the MCC or Glen Iris Valley Tennis, into disrepute.

9.6 **MCC Intellectual Property**

Glen Iris Valley Tennis must not use or purport to deal with any Licensed Intellectual Property, unless specifically authorised in writing by the MCC or the Foundation (as applicable).

9.7 **Compliance with Laws**

Glen Iris Valley Tennis must comply with all laws in respect of its activities and the High Street Road Site.

9.8 **Liquor Licence**

Within 14 days of the earlier of:

- (a) the establishment of the Joint Committee under clause 5; and
- (b) the approval of the Proposed Constitution by its members under clause 2(a)(iv),

Glen Iris Valley Tennis must give written notice to the Victorian Commission for Gambling and Liquor Regulation in accordance with section 103A of the *Liquor Control Reform Act 1998* (Vic) ("**Liquor Control Reform Act**") that the MCC and the Foundation have become associates of Glen Iris Valley Tennis, within the meaning of the Liquor Control Reform Act.

10. **GLEN IRIS VALLEY TENNIS WARRANTIES**

- (a) Glen Iris Valley Tennis warrants that to the best of its knowledge, information and belief:
 - (i) subject to the approval of Glen Iris Valley Tennis Members, Glen Iris Valley Tennis has the power and authority to enter into the Transaction Documents and to effect the transactions which are required to be effected by it pursuant to the Transaction Documents;
 - (ii) Glen Iris Valley Tennis is the legal and beneficial owner of all of the assets of Glen Iris Valley Tennis free of any mortgage, charge, lien or encumbrance other than as may have been disclosed to the MCC and the Foundation during the Due Diligence Investigations;

- (iii) Glen Iris Valley Tennis is in compliance with all of the terms of the Riversdale Lease as at the date of this Agreement and has disclosed to the MCC and the Foundation all relevant facts, circumstances and other relevant information which Glen Iris Valley Tennis knows or should reasonably know relating to Glen Iris Valley Tennis, its assets, the Riversdale Lease and the High Street Road Site and which are material to the MCC or the Foundation or would be reasonably expected to be material to a party entering into a similar agreement, or contemplating a merger with, with Glen Iris Valley Tennis;
 - (iv) all facts, circumstances and other information disclosed by or on behalf of Glen Iris Valley Tennis to the MCC and the Foundation through the Due Diligence Investigations are true and correct in every material respect;
 - (v) full particulars of Glen Iris Valley Tennis' employees have been disclosed to the MCC and the Foundation including names, dates of commencement of employment, salaries and terms and conditions of employment including all remuneration payable (including accrued annual and long service leave) and all other benefits provided;
 - (vi) Glen Iris Valley Tennis has complied with its obligations under any statute or industrial award applicable to employment or employees;
 - (vii) Glen Iris Valley Tennis is not engaged in any litigation, criminal or arbitration proceedings before any court, tribunal, statutory or governmental body, department, body or agency and no litigation, criminal or arbitration proceedings are pending or threatened by or against Glen Iris Valley Tennis;
 - (viii) except in respect of the current dispute regarding the application of the *Retail Leases Act 2003 (Vic)* to the Riversdale Lease, Glen Iris Valley Tennis is not currently aware of any facts or circumstances which are likely to lead to prosecution, litigation or arbitration involving Glen Iris Valley Tennis, its assets, the Riversdale Lease or the High Street Road Site; and
 - (ix) there are no notices, orders or requirements outstanding from any local or government authority in respect of the Riversdale Lease or the High Street Road Site.
- (b) Glen Iris Valley Tennis agrees to indemnify the MCC and the Foundation from and against all liabilities, losses, damages, outgoings, costs and expenses of whatever description suffered, paid or incurred by the MCC or the Foundation as a result of any breach by Glen Iris Valley Tennis of the warranties set out in clause 10(a) or from any of the warranties set out in clause 10(a) not being true and correct in all material respects.

11. DISPUTE RESOLUTION

11.1 Application

Any Dispute must be determined in accordance with the procedure in this clause 11.

11.2 Senior Executives

If a Dispute arises between Glen Iris Valley Tennis and the MCC, or between Glen Iris Valley Tennis and the Foundation, either party may give written notice of that Dispute to the other party and the Chairman of Glen Iris Valley Tennis (or the Chairman's nominee) and the Chief Executive Officer of the MCC (or the Chief Executive Officer's nominee) must meet and endeavour to resolve the Dispute.

11.3 Mediation

- (a) If the Chairman of Glen Iris Valley Tennis (or the Chairman's nominee) and the Chief Executive Officer of the MCC (or the Chief Executive Officer's nominee) fail to settle a Dispute within 20 Business Days of the notice referred to in clause 11.2, a party to the Dispute ("**Referring Party**") may by giving notice to the other party or parties to the Dispute ("**Mediation Notice**") refer the Dispute to mediation for resolution.
- (b) The Mediation Notice must:
 - (i) be in writing;
 - (ii) state that it is given pursuant to this clause 11.3; and
 - (iii) include or be accompanied by reasonable particulars of the Dispute including:
 - (A) a brief description of the circumstances in which the Dispute arose;
 - (B) references to any:
 - (aa) provisions of this document; and
 - (bb) acts or omissions of any person, relevant to the Dispute; and
 - (C) where applicable, the amount in dispute (whether monetary or any other commodity) and if not precisely known, the best estimate available.
- (c) If a Mediation Notice is given, the parties must attempt to resolve the Dispute by engaging in mediation in accordance with, and subject to, the Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules and endeavour to settle the Dispute by mediation within 20 Business Days of the Referring Party giving the Mediation Notice or such further period as the parties may agree in writing ("**Mediation Period**").
- (d) The mediation will take place in Melbourne and be administered by the Institute of Arbitrators & Mediators Australia.
- (e) The parties must enter into an agreement with the appointed mediator on such terms as the parties and the mediator may agree ("**Mediation Agreement**"), or failing agreement, on terms reasonably requested by the mediator, provided those terms do not conflict with this clause 11.3.
- (f) The parties must not withhold agreement to any reasonable fees and disbursements the mediator requests to be set out in the Mediation Agreement.

11.4 Condition precedent to litigation

Subject to clause 11.6, a party must not commence legal proceedings in respect of a Dispute unless:

- (a) a Mediation Notice has been given; and
- (b) the Mediation Period has expired.

11.5 **Continuance of performance**

Despite the existence of a Dispute, the parties must continue to perform their respective obligations under the Transaction Documents.

11.6 **Summary or urgent relief**

Nothing in this clause 11 will prevent a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

11.7 **Survive termination**

This clause 11 survives the expiry or termination of this document.

12. **TERMINATION**

12.1 **Termination by the MCC or the Foundation**

(a) Subject to clause 12.1(b):

(i) if Glen Iris Valley Tennis breaches an obligation under:

(A) this document;

(B) the Riversdale Lease; or

(C) any law; or

(ii) an Insolvency Event occurs in relation to Glen Iris Valley Tennis,

Glen Iris Valley Tennis must:

(iii) if the breach or Insolvency Event is capable of remedy, provide the MCC and the Foundation with a written report detailing the actions taken, or the actions proposed to be taken and the time within which they are to be taken, by Glen Iris Valley Tennis to seek to remedy the breach or the Insolvency Event ("**Proposed Cure Plan**"); or

(iv) if the breach or Insolvency Event is not capable of remedy, comply with any reasonable directions of the MCC or the Foundation.

(b) For the purpose of clause 12.1(a)(i), Glen Iris Valley Tennis will be deemed not to have committed a non-monetary breach where any such breach was:

(i) a result of complying with directions of the MCC or the Foundation; or

(ii) otherwise beyond the control of Glen Iris Valley Tennis.

(c) The MCC and the Foundation must reasonably consider any Proposed Cure Plan submitted in accordance with clause 12.1 to determine whether the Proposed Cure Plan is reasonably expected to remedy the breach or the Insolvency Event.

(d) If the MCC and the Foundation determine that the Proposed Cure Plan:

(i) is reasonably expected to remedy the breach or the Insolvency Event, they will notify Glen Iris Valley Tennis within 10 Business Days of their acceptance of the Proposed Cure Plan which will then become the "**Cure Plan**"; or

- (ii) is not reasonably expected to remedy the breach or the Insolvency Event, they will notify Glen Iris Valley Tennis of this expectation within 10 Business Days and provide their reasons, and Glen Iris Valley Tennis will provide the MCC and the Foundation with a revised Proposed Cure Plan for the MCC's and the Foundation's further consideration in accordance with clauses 12.1(c) and 12.1(d).
- (e) If Glen Iris Valley Tennis:
 - (i) fails to take the actions set out in the Cure Plan within the period set out in the Cure Plan; or
 - (ii) fails to comply with the reasonable directions given by the MCC or the Foundation under clause 12.1(a)(iv),

the MCC or the Foundation may give Glen Iris Valley Tennis written notice to rectify that failure within 20 Business Days of the date of the written notice.
- (f) if Glen Iris Valley Tennis fails to comply with a notice given under clause 12.1(e), the MCC or the Foundation may in their absolute discretion terminate this document.
- (g) the MCC or the Foundation may in its absolute discretion terminate this document if the Riversdale Lease is surrendered or terminated.

12.2 **Effect of Termination by the MCC**

If this document is terminated by the MCC or the Foundation:

- (a) if requested by the MCC or the Foundation, Glen Iris Valley Tennis must as soon as possible return any specified plant, equipment, fixtures, fittings, furniture or other assets used at the High Street Road Site to the MCC or the Foundation (as applicable);
- (b) Glen Iris Valley Tennis must return to the Foundation any annual or specific monetary grants that remain unspent;
- (c) neither the MCC or the Foundation has any further obligation to provide any additional funds to Glen Iris Valley Tennis upon the termination of this document, notwithstanding any other prior agreement to the contrary;
- (d) Glen Iris Valley Tennis must deliver to the MCC or the Foundation (as applicable) the sporting equipment, honour boards, trophies and memorabilia provided by the MCC or the Foundation under clause 8.5 of this Agreement;
- (e) Glen Iris Valley Tennis must transfer to the MCC all other goods and stationery having or including the MCC's name, initials or logo;
- (f) Glen Iris Valley Tennis must change its name to remove any reference to the MCC and must not use the words "Melbourne Cricket Club" or the initials "MCC" or "MCG", or any derivative or similar name of any of them in its name or in a way that implies any association with the MCC;
- (g) Glen Iris Valley Tennis must change all stationery and signage to remove any reference to the name "Melbourne Cricket Club" or the initials "MCC" or "MCG" or any derivative or similar name to any of them and not use any of the Licensed Intellectual Property;

- (h) Glen Iris Valley Tennis must ensure that all Glen Iris Valley Tennis Members remove the name, initial and logo of the MCC from any of their uniforms or equipment;
- (i) Glen Iris Valley Tennis must notify all relevant persons and organisations of its change of name;
- (j) MCC Tennis and MCC Tennis Members will cease to have any right of access to the High Street Road Site to use the Tennis Facilities for an Approved Purpose.

12.3 Termination by Glen Iris Valley Tennis

If the MCC or the Foundation fails to perform any of its obligations under the document or an Insolvency Event occurs in relation to the MCC or the Foundation, Glen Iris Valley Tennis may give the MCC or the Foundation as applicable written notice to rectify the relevant circumstances within 20 Business Days of the date of the written notice and Glen Iris Valley Tennis may thereafter terminate this document if such circumstances have not been rectified to its satisfaction acting reasonably within 20 Business Days of receipt of such notice by MCC or the Foundation as applicable. Upon termination of this agreement in accordance with this clause 12.3, MCC Tennis and MCC Tennis Members will cease to have any right of access to High Street Road Site to use the Tennis Facilities for an Approved Purpose.

12.4 Termination for non-occurrence of the Merger Date

If the Merger Date has not occurred by 1 July 2016 (or such later date as Glen Iris Valley Tennis and the MCC may have agreed) the MCC may give Glen Iris Valley Tennis written notice to the effect that the document will terminate on the date (the **Cessation Date**) specified in the notice which may be no earlier than 30 days from the date of the notice, whereupon:

- (a) MCC Tennis and MCC Tennis Members will from the Cessation Date cease to have any right of access to the High Street Road Site to use the Tennis Facilities for an Approved Purpose; and
- (b) from the Cessation Date, none of the Foundation, the MCC, MCC Tennis or any MCC Tennis Members will have any liability whatsoever to Glen Iris Valley Tennis under this document.

13. NOTICES

13.1 Notices

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is delivered, it is taken to have been received when it has been left at the addressee's address. If it is sent by mail, it is taken to have been received three Business Days after it is posted.
- (b) Each party's address is set out in Schedule 1, or as the party notifies the sender.

14. LAND TAX, STAMP DUTY AND GST

- (a) To the extent that Land Tax is assessed on any land including the High Street Road Site in future or any exemption from Land Tax on any land including the High Street Road Site ceases to apply resulting in a liability for Glen Iris Tennis, Glen Iris Tennis:

- (i) agrees that as between the Glen Iris Tennis, the Foundation, the MCC, MCC Tennis or any MCC Tennis Members:
 - (A) Glen Iris Tennis is solely:
 - (aa) liable to Riversdale in respect of such assessment (and any penalty, fine, charge or interest which is payable in respect of such assessment) in accordance with the terms of the Lease and any relevant legislation; and
 - (bb) responsible for any negotiations or challenge to the assessment of Land Tax (and any penalty, fine, charge or interest which is payable in respect of such assessment) by consultation and agreement with Riversdale; and
 - (B) the Foundation, the MCC, MCC Tennis or any MCC Tennis Members will have no responsibility or liability in respect of the matters described in clause 14(a)(i)(A); and
- (ii) indemnifies the Foundation and the MCC against any cost, loss, liability, expense or claim incurred by the Foundation and the MCC as a result of the assessment of any Land Tax and any penalty, fine, charge or interest payable in respect of such assessment and any liability of Glen Iris Tennis, including any such amount which Riversdale may seek to recover from Glen Iris Tennis under the terms of the Lease.
- (b) The Foundation is responsible for paying all stamp duty which may arise in relation to the execution of this Agreement.
- (c) The recipient must pay to the supplier, as an additional amount, the amount of any GST for any taxable supply.

15. **GENERAL**

15.1 **Governing law**

- (a) This document is governed by the laws of Victoria.
- (b) Each party submits to the jurisdiction of the courts of Victoria and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

15.2 **Good faith**

Each party agrees that it will act in good faith and in a fair and reasonable manner in relation to all matters that are the subject of the Transaction Documents, including with the respective members of each other party.

15.3 **Giving effect to documents**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to each Transaction Document.

15.4 **Amendment and assignment**

- (a) This document can only be amended or replaced by another document executed by the parties.

- (b) A party may only assign, encumber, declare a trust over or otherwise deal with its rights under this document with the written consent of each other party.

15.5 Variation of rights

The exercise of a right does not prevent any further exercise of that right or of any other right. Neither the exercise of a right nor a delay in the exercise of a right operates as an election or variation of the terms of this document.

15.6 Operation of this document

- (a) Subject to clause 15.6(b), the Transaction Documents contain the entire agreement between the parties about their subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by the Transaction Documents and has no further effect.
- (b) Any right that a person may have under the Transaction Documents is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

15.7 Operation of indemnities

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) A party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

15.8 Consents

Where this document contemplates that a party may agree or consent to something (however it is described), that party must act reasonably and in good faith when:

- (a) agreeing or consenting, or not agreeing or consenting; and
- (b) agreeing or consenting subject to conditions,

unless this document expressly contemplates otherwise.

15.9 Inconsistency with other documents

If this document is inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

SCHEDULE 1

Notices

Glen Iris Valley Tennis

260-270 High Street Road.

Mt Waverley, Victoria 3149

MCC Tennis

c/- Melbourne Cricket Club

Gate 2, Melbourne Cricket Ground

Brunton Avenue

East Melbourne, Victoria 3002

MCC Foundation

c/- Melbourne Cricket Club

Gate 2, Melbourne Cricket Ground

Brunton Avenue

East Melbourne, Victoria 3002

Melbourne Cricket Club

Gate 2, Melbourne Cricket Ground

Brunton Avenue

East Melbourne, Victoria 3002

SCHEDULE 2

Subscription rates for each MCC Tennis Member for the first three subscription years on and from the Merger Date

Adult membership

First subscription year	\$150
Second subscription year	\$180
Third subscription year	\$210

Junior membership

First subscription year	\$100
Second subscription year	\$110
Third subscription year	\$120

SCHEDULE 3

Proposed Constitution for Glen Iris Valley Tennis

Constitution

MCC Glen Iris Valley Tennis Club

ACN 004 103 440

A company limited by guarantee

Registered in Victoria

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1 Definitions and Interpretation

1.1 Definitions

The following definitions apply in this Constitution unless the context requires otherwise:

Agreement means the Access and Merger Agreement dated on or about the date of adoption of this Constitution between the Club, MCC Tennis, MCC and Melbourne Cricket Club Foundation Limited.

Board means all or some of the Directors for the time being acting as a board.

Club means MCC Glen Iris Valley Tennis Club.

Company Proxy has the meaning given to that expression in rule 6.6(c).

Constitution means this constitution.

Corporations Act means the *Corporations Act 2001* (Cth) and the *Corporations Regulations 2001* (Cth).

Director means a person appointed or elected to the office of director of the Club in accordance with this Constitution and, where appropriate, includes an alternate Director.

General Manager means the general manager of the Club appointed by the Board under rule 8.

GIVRC Legacy Director has the meaning given to that expression in rule 7.2.

Liquor Control Reform Act means the *Liquor Control Reform Act 1998* (Vic).

MCC means a body corporate constituted by the Melbourne Cricket Club Act 1974 (Vic).

MCC Committee means the committee of the MCC as constituted under MCC's rules.

MCC Tennis means Melbourne Cricket Club Tennis Section an association incorporated under the Associations Incorporation Act 1981 (Vic).

MCC Tennis Legacy Committee Member has the meaning given to that expression in rule 7.2.

MCC Tennis Member means each of the persons who were members of MCC Tennis in accordance with the rules of MCC Tennis and who are to become members of MCC Tennis on or before the Merger Date as that expression is defined in the Agreement.

Member means a person admitted to the membership of the Club in accordance with the provisions of this Constitution.

Member Present means, in connection with a meeting, a Member present at the venue or venues for the meeting, in person or by proxy or by attorney.

Relevant Activities means the sporting and social recreational activities including tennis referred to in rule 2.1(a).

Secretary means, during the term of that appointment, a person appointed as a secretary of the Club in accordance with this Constitution.

Transitional Period means the period:

- (a) commencing on the date this Constitution is adopted; and
- (b) ending on the day immediately before the date of the annual general meeting first occurring after the second anniversary of the date this Constitution is adopted.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The following rules of interpretation apply unless any contrary intention appears in this Constitution or the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iii) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (iv) A reference to a *rule* is a reference to a rule of this Constitution.
 - (v) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - (vi) A word or phrase given a meaning in the Corporations Act has the same meaning in this Constitution.

1.3 Replaceable rules

The replaceable rules contained in the Corporations Act do not apply to the Club.

2 Objects

2.1 Objects of the Club

The objects of the Club are to:

- (a) conduct, operate and promote a sporting club separate from but affiliated with the MCC in order to enable Members and other persons to participate in sporting and social recreational activities including tennis;
- (b) provide the facilities, infrastructure, organisation and management to enable the Members and other persons to participate in the Relevant Activities;
- (c) encourage and support Members and other persons to participate in and encourage sport including competitive tennis and other sports as determined by the Board of all standards and providing opportunities for competitive or social sport;
- (d) affiliate with or become a member of such sporting associations or bodies as the Board may determine as is necessary or required to field teams in any sporting competitions;
- (e) enter individual Members or other persons or teams of Members or other persons as the Board may determine in sporting competitions conducted by appropriate sporting competition associations or bodies; and
- (f) engage in any activity that is reasonably necessary to achieve the objects and purposes of the Club.

2.2 Application of income and property to objects

- (a) The income and property of the Club must only be used to further the objects of the Club set out in rule 2.1 and no part of that income or property may be paid or transferred, directly or indirectly, to any Member in that person's capacity as a member of the Club whether by way of dividend, bonus or otherwise.

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- (b) The Club may enter into an agreement with a Member or such other person as the Board may determine for the provision of funding to the Club on such terms as the Board may decide. Any such agreement may bind the Club in relation to the manner in which funds to be contributed to the Club under any such agreement are to be applied or disbursed.

3 Membership

3.1 Members of the Club

- (a) The Members are those persons:
 - (i) who were either:
 - (A) a member of the Club immediately prior to the date of adoption of this Constitution; or
 - (B) a MCC Tennis Member immediately prior to the date of adoption of this Constitution who has (either before or after the date of the adoption of this Constitution) agreed to become a member of the Club; and
 - (ii) those persons who are subsequently admitted to the membership of the Club and whose names are entered in the Club's register of Members.
- (b) Two or more persons cannot be registered as holding a single membership interest, whether as joint tenants or as tenants in common.

3.2 Limited liability of Members

The liability of the Members of the Club is limited.

3.3 Members' liability on winding up

Each Member undertakes to contribute to the assets of the Club in the event of it being wound up while they are a Member, or within one year after they cease to be a Member, for payment of the debts and liabilities of the Club and of the costs, charges and expenses of winding up, in such amount as may be required not exceeding \$10.

3.4 Admission as a Member

- (a) Applicants for membership must be proposed by three Members entitled to vote at general meetings of the Club.
- (b) A person seeking to become a Member must submit a written application to the General Manager [or Secretary] signed by the applicant and all Members proposing the applicant.
- (c) The Board may determine a form required for an application under rule 3.4(b), and if it does so, any such application must be in that form.
- (d) At the next Board meeting after the receipt of an application for membership, the Board will consider the application and decide whether or not to admit the applicant as a Member in the Board's absolute discretion.
- (e) The Board may in its absolute discretion impose such conditions as it thinks fit for admission of an applicant to membership.
- (f) If the Board decides not to admit an applicant to membership, it does not have to give any reasons for its decision.
- (g) When the Board resolves that an applicant is to be admitted to membership of the Club, the General Manager [or Secretary] must notify the applicant as soon as that notification is practicable.

3.5 Classes

- (a) The Club has the following classes of Members who have the following qualifications, restrictions and privileges:

Classes	Qualifications	Privileges
Adult	A member who is over 18 years of age on 1 July each year and has paid their membership fees and levies.	Entitled to vote. A member joining after 1 July in any year is only liable for 50% of the annual membership fees and levies.
Life	A Member or MCC Tennis Member who was a life member at the date of this Constitution or was so elected by a three quarters majority of Members voting on the recommendation of the board that the Member's service to the Club or its predecessors has been worthy of the highest honour.	Entitled to vote and not liable for annual membership fees and levies.
Honorary	A member who has been granted honorary membership by the Board. Honorary membership is granted on an annual basis.	Not entitled to vote. Not liable for annual membership fees and levies.
Junior	A member who is under 18 years of age on 1 July each year.	Not entitled to vote.

- (b) Any Member who is a Life Member or an Honorary Member may be removed from the relevant membership class by a three quarters majority of Members voting in general meeting on the recommendation of the Board.
- (c) The Board may in its absolute discretion and from time to time decide the maximum number of new Members of the Club, provided that the aggregate number of Adult and Life Members must be not less than 60% of the total number of Adult, Life and Junior Members. The Board may also decide the maximum number of new Members of any class.
- (d) A right or privilege of a person by reason of membership of the Club:
- (i) is not capable of being transferred to another person; and
 - (ii) ends on the cessation of membership.

3.6 Resignation of a Member

A Member:

- (a) may resign from the Club by giving notice in writing to the General Manager [or Secretary]. The resignation will be effective from the date it is received by the General Manager [or Secretary] or any later date specified in the notice; and
- (b) will be deemed to have resigned from the Club if any amounts due and payable by the Member to the Club remain unpaid four months after the amount was first due for payment.

3.7 Discipline of Members

- (a) The Board has the power to investigate whether and what matter or circumstance may in the Board's absolute discretion give rise to disciplinary action against a Member if the Member:
 - (i) infringes this Constitution;
 - (ii) fails to pay any money due or payable to the Club after written demand for payment and at least one additional payment reminder that includes a statement that disciplinary proceedings may follow if payment is not made in seven days on such other period as is specified;
 - (iii) is convicted of an indictable offence;
 - (iv) behaves in the absolute discretion of the Board in an unbecoming or dishonourable manner whether within the Club's premises or elsewhere;
 - (v) brings in the absolute opinion of the Board the Club or the MCC into disrepute; or
 - (vi) acts in the absolute opinion of the Board in a manner prejudicial to the interests of the Club, the MCC or any body or association (including a sporting body or association) with which the Club is affiliated.
- (b) In exercise of its power under rule 3.7(a) the Board may:
 - (i) advise any Member that the Member's behaviour or activity is unacceptable;
 - (ii) discipline any Member by:
 - (A) reprimand;
 - (B) censure;
 - (C) fine not exceeding \$1,000;
 - (D) suspension of the rights and privileges of membership under this Constitution afforded by the Club to the Member for an indefinite or specific period; or
 - (E) expulsion.
- (c) At least 10 days before the Board meets to consider exercising its powers to discipline a Member under rules 3.7(a) and 3.7(b) the Board must send a notice to the Member that states:
 - (i) all relevant information, including any allegations against the Member;
 - (ii) the resolution the Board is proposing to adopt in relation to the Member and its disciplinary powers; and
 - (iii) the Member has an opportunity to address the meeting, either orally or in writing as the Member thinks fit.
- (d) The Board may report allegations of dishonourable behaviour or unbecoming behaviour to the MCC if the Member is also a member of the MCC.
- (e) A Member may appear alone or with representatives before any Board meeting referred to in rule 3.7(c) but not with legal representation.
- (f) A Board meeting referred to in rule 3.7(c) may be held and the matter resolved in the Member's absence if the Member does not attend the meeting.
- (g) Any decision of the Board at a Board meeting referred to in rule 3.7(c) is final.

3.8 Ceasing to be a Member

A Member's membership of the Club will automatically cease on the date that:

- (a) the Member dies;
- (b) the Member resigns or is deemed to have resigned in accordance with rule 3.6; or
- (c) the Member is convicted of an indictable offence; or
- (d) the Member becomes a person of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.

3.9 Liability after a person ceases to be a Member

A person who ceases to be a Member must pay to the Club:

- (a) all amounts owing to the Club that are due and unpaid at the date that the person ceases to be a Member; and
- (b) an amount that the Member is liable to pay under rule 3.3.

3.10 Register of Members

The register of Members must be kept by the General Manager [or Secretary] and must contain the full name and address of each Member and any other information required by the Board and by the Corporations Act.

3.11 Address of Members

If a Member informs the General Manager [or Secretary] in writing of any change in the Member's address, the General Manager [or Secretary] will enter any such change of address in the register of Members. The latest address in the register of Members is deemed to be the Member's registered address.

3.12 Annual fees and levies

- (a) The Board may suspend any Member whose annual membership fees or any levy is overdue by more than two months without formally disciplining a Member in accordance with this Constitution. However, the Member must be given the reasonable opportunity to provide evidence of payment of an explanation of why payment is not due if requested by that Member.
- (b) The annual membership fees and levies for each class of membership are decided from time to time by the Board.
- (c) The Board may reduce the annual membership fees for any Member or group of Members who in the Board's opinion should not be required to pay the full annual subscription, including on account of age and any restricted rights of the relevant Member or group of Members.
- (d) A general meeting may also decide to impose a levy on Members for any significant expenditure or special purpose.
- (e) The Club may also derive revenue from any other lawful source.

4 General Meetings

4.1 Power to call a general meeting

Any three Directors may convene a general meeting of the Club whenever they think fit.

4.2 Power to cancel or postpone a general meeting

Any Director may cancel or postpone any meeting convened by that Director by notice in writing to all persons who were entitled to receive notice of that meeting, except where the cancellation or postponement would be contrary to the Corporations Act. Any failure to give notice of cancellation or postponement does not invalidate the cancellation or postponement or any resolution passed at a postponed meeting.

4.3 Notice of general meetings

- (a) Where the Board has called a general meeting, notice of the meeting may be given in the form and manner that the Board determines, subject to the Corporations Act.
- (b) The non-receipt of a notice convening a general meeting by, or the accidental omission to give notice to, any person entitled to receive notice does not invalidate the proceedings of, or any resolution passed at, the meeting.

4.4 Business of AGMs and other general meetings

- (a) The business of an annual general meeting of the Club includes to receive and consider the accounts and reports required by the Corporations Act to be laid before each annual general meeting, to elect Directors, when relevant to appoint an auditor and to fix the auditor's remuneration, and to transact any other business that, under this Constitution or the Corporations Act, is required to be transacted at any annual general meeting. The business of an annual general meeting may also include any other business that may be transacted at a general meeting.
- (b) Except with the approval of the Board, with the permission of the chair of the meeting or under the Corporations Act, no person may move at any general meeting either any resolution (except in the form set out in the notice of meeting) or any amendment of any resolution.

4.5 Right of others to attend general meeting

- (a) A General Manager who is not a Member is entitled to be present and, at the request of the chair of the meeting, to speak at any general meeting.
- (b) Any other person (whether a Member or not) requested by the Board to attend any general meeting is entitled to be present and, at the request of the chair of the meeting, to speak at that general meeting.

5 Proceedings at General Meetings

5.1 Quorum for general meetings

- (a) No business may be transacted at any general meeting except, subject to rule 5.2, the election of a chair of the meeting, unless a quorum of Members is present at the time when the meeting proceeds to the business of the meeting.
- (b) Except as otherwise provided in this Constitution, twenty Members Present constitutes a quorum.
- (c) If there is not a quorum at a general meeting within 30 minutes after the time specified in the notice of the meeting, the meeting is dissolved unless the chair of the meeting or the Board adjourns the meeting to a date, time and place determined by the chair or the Board. If no quorum is present at any adjourned meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

5.2 Chair of general meetings

- (a) Subject to rule 5.2(b), the chair of the Board is entitled to preside as chair at every general meeting.
- (b) Where a general meeting is held and:
 - (i) there is no chair of the Board; or
 - (ii) the chair of the Board is not able to be present at the meeting or is not present within 15 minutes after the time appointed for the meeting, or despite being so present is unable or unwilling to act as chair of the meeting,

the deputy chair of the Board is entitled to chair the meeting or, if the circumstances in rule 5.2(b)(i) or 5.2(b)(ii) apply to the deputy chair of the Board, the Directors present may choose one of their number or, in the absence of all Directors or if none of the Directors present wish to act, the Members Present may elect one of their number to be chair of the meeting.

5.3 Conduct of general meetings

- (a) The general conduct of a general meeting of the Club and the procedures to be adopted at the meeting are as determined at, during or prior to the meeting by the chair of the meeting.
- (b) The chair of a general meeting of the Club may make rulings without putting the question (or any question) to the vote if the chair considers action is required to ensure the orderly conduct of the meeting.
- (c) If at any time the chair of a general meeting of the Club considers it necessary or desirable for the proper and orderly conduct of the meeting, the chair may demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members Present.
- (d) Any determination by the chair of a general meeting in relation to matters of procedure (including any procedural motions moved at, or put to, the meeting) or any other matter arising directly or indirectly from the business is final (including any procedural motions moved at, or put to, the meeting). Any challenge to a right to vote (whether on a show of hands or on a poll) or to a determination to allow or disregard a vote may only be made at the meeting and may be determined by the chair of the meeting whose decision is final.
- (e) If a person purports to cast a vote at or for the purposes of a general meeting in contravention of the Corporations Act, the chair of the meeting may determine that the vote be disregarded and treated as not having been cast.
- (f) Nothing contained in this rule limits the powers conferred on a chair of a general meeting by law.

5.4 Acting chair

- (a) If during any general meeting the chair of the meeting acting under rule 5.2 is unwilling to chair any part of the proceedings, the chair may withdraw during the relevant part of the proceedings and may nominate any person who immediately before the general meeting was a Director or who has been nominated for election as a Director at the meeting or, in the absence of any such Director or nominee, one of the Members Present, to be acting chair of the meeting during the relevant part of the proceedings. On the conclusion of the relevant part of the proceedings the acting chair of the meeting is to withdraw and the chair of the meeting acting under rule 5.2 is to resume to chair the meeting.

- (b) Where an instrument of proxy appoints the chair of a general meeting as proxy for the part of the proceedings for which an acting chair of the meeting has been nominated, the instrument of proxy is taken to be in favour of the acting chair for the relevant part of the proceedings.

5.5 Adjournment of general meetings

- (a) During the course of a general meeting, the chair of the meeting may adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion either to a later time at the same meeting or to an adjourned meeting to be held at the time and place determined by the chair.
- (b) If the chair of the meeting exercises a right of adjournment of a meeting under rule 5.5(a), that chair has the sole discretion to decide whether to seek the approval of the Members Present to the adjournment and, unless the chair exercises that discretion, no vote may be taken by the Members Present in respect of the adjournment.
- (c) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (d) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting. Otherwise it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.6 Voting at general meetings

- (a) Each question submitted to a general meeting is to be decided by a show of hands of the Members Present and entitled to vote, unless a poll is demanded.
- (b) Unless a poll is demanded, a declaration by the chair of a general meeting following a vote on a show of hands at the meeting that a resolution has been passed or lost is conclusive.
- (c) At any general meeting, a poll may be demanded by a Member in accordance with the Corporations Act (and not otherwise) or by the chair of the meeting. No poll may be demanded on the election of a chair of the meeting or, unless the chair otherwise determines, the adjournment of the meeting. A demand for a poll may be withdrawn.

5.7 Procedure for polls

- (a) When demanded at a general meeting, a poll may be taken in the manner and at the time the chair of the meeting directs.
- (b) The result of a poll may be announced in the manner and at the time (whether during the relevant meeting or afterwards) as the chair of the meeting considers appropriate.
- (c) The result of the poll is the resolution of the meeting at which the poll was demanded.
- (d) The demand for a poll does not prevent a meeting from continuing for the transaction of any business other than that on which a poll has been demanded. Subject to rules 5.4 and 5.6(c), a poll demanded on any question of adjournment is to be taken at the meeting and without adjournment.

5.8 Chair has casting vote

In the case of an equality of votes, on a show of hands or on a poll at or for the purposes of a general meeting of the Club, the chair of the meeting has a casting vote in addition to any vote to which the chair may be entitled as a Member or as a proxy, attorney or properly appointed representative of a Member.

6 Representation, Voting of Members and Circular Resolutions of Members

6.1 Voting rights

Subject to this Constitution including without limitation rule 3.5 and any rights or restrictions for the time being placed on any Member:

- (a) at meetings of Members, each Member entitled to attend and vote may:
 - (i) attend and vote in person; or
 - (ii) be represented and vote by proxy or by attorney;
- (b) a Member may only vote by one of the permitted methods in rule 6.1(a) although, without limiting rule 6.6(b), a Member may attend and participate in a meeting even though the Member has previously appointed a proxy or attorney in respect of that meeting; and
- (c) each Member has one vote both on a show of hands and a poll.

6.2 Restriction on voting rights

A Member is not eligible to vote at general meetings if the Member's annual membership fees or any other payments are overdue by more than seven days at the date of the general meeting.

6.3 Right to appoint proxy

- (a) A Member who is entitled to attend and vote at a meeting of the Club may appoint a person as a proxy to attend and vote for the Member in accordance with the Corporations Act but not otherwise. A proxy appointed in accordance with the Corporations Act to attend and vote may exercise the rights of the Member on the basis and subject to the restrictions provided in the Corporations Act but not otherwise.
- (b) A Member may appoint one proxy. A proxy need not be a Member.

6.4 Form of proxy

A form of appointment of a proxy is valid if it is in accordance with the Corporations Act or in any form (including electronic) that the Board may prescribe or accept.

6.5 Lodgement of proxies

- (a) No instrument appointing a proxy is treated as invalid merely because it does not contain:
 - (i) the address of the appointor or of a proxy;
 - (ii) the proxy's name or the name of the office held by the proxy; or
 - (iii) in relation to any or all resolutions, a direction as to the manner in which the proxy is to vote.
- (b) Where the instrument does not specify the name of a proxy, the instrument is taken to be given in favour of the chair of the meeting.
- (c) A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no direction as to the manner in which the proxy is to vote is given in the instrument appointing the proxy.
- (d) An instrument appointing a proxy is not valid unless it and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed is received at the registered office of the Club at least 48 hours (or any shorter period as the Board may permit or as specified by the Corporations Act) before the commencement of the meeting or adjourned meeting. Where a notice of meeting provides for electronic lodgement of proxy appointment forms, a form lodged at the electronic address specified

in the notice is taken to have been received at the registered office of the Club and validated by the Member if there is compliance with the requirements set out in the notice.

6.6 Validity of proxies and attorneys

- (a) A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:
- (i) the previous death or unsoundness of mind of the principal; or
 - (ii) the revocation of the instrument (or of the authority under which the instrument was executed) or the power,
- if no notice in writing of the death, unsoundness of mind or revocation (as the case may be) has been received by the Club at its registered office at least 48 hours (or any shorter period as the Board may permit or as specified by the Corporations Act) before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.
- (b) An instrument of proxy or power of attorney is not revoked by the principal attending and taking part in the relevant meeting unless the principal actually votes at the meeting on a resolution for which the proxy or attorney is proposed to be used, in which case the instrument of proxy or power of attorney is revoked for that resolution only.
- (c) Voting instructions given by a Member to a Director or employee of the Club who is appointed as proxy (**Club Proxy**) are valid only if contained in the form of appointment of the Club Proxy. If a Member wishes to give a Club Proxy appointed by the Member new instructions or variations to earlier instructions, the new or varied instructions are only valid if either they are received at the registered office of the Club at least 48 hours before the meeting or adjourned meeting by a notice in writing signed by the Member or they are otherwise validated by the Member in a manner acceptable to the Board in its discretion prior to the commencement of the meeting.

7 Appointment, Removal and Remuneration of Directors

7.1 Appointment and removal of Directors

- (a) All Directors are to be natural persons who are voting Members.
- (b) The number of Directors (not including alternate Directors) must be not less than three.
- (c) The number of Directors (not including any alternate Directors) must be not more than eight.
- (d) The Members Present at a general meeting held after the Transitional Period may by resolution appoint any person as a Director either to fill a casual vacancy or as an addition to the Board, provided that the number of Directors (not including any alternate Directors) does not exceed the maximum number determined under rule 7.1(c).
- (e) After the Transitional Period, the Board may at any time appoint any person as a Director either to fill a casual vacancy or as an addition to the Board, provided that the number of Directors (not including any alternate Directors) does not exceed the maximum number determined under rule 7.1(c). Any Director appointed under this rule 7.1(e) may hold office only until the end of the next annual general meeting of the Club and is then eligible for election at that meeting without needing to give any prior notice of an intention to submit for election.

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- (f) No person other than a retiring Director or a Director vacating office under rule 7.1(e) is eligible to be elected a Director at any general meeting unless a notice of the person's candidature is given to the Club at its registered office at least 40 days before the meeting (or, in the case of a meeting that Members have requested the Board to call, 30 days).

7.2 Directors during the Transitional Period

- (a) With effect from the date of this Constitution is adopted, the Directors of the Club will be:
 - (i) Rajesh Chawla, Peter Gillieron, Ross Johnson and Thomas Lo each of whom is a **GIVRC Legacy Director**; and
 - (ii) Chiro Mukerjea, Ben Elwood, Chris Kachel and Jordana Dymond, each of whom is a **MCC Tennis Legacy Committee Member**.
- (b) During the Transitional Period:
 - (i) if a GIVRC Legacy Director resigns or otherwise ceases to be a Director, the remaining GIVRC Legacy Directors may appoint any person as a Director. Any Director appointed under this rule 7.2(b)(i) is deemed to be a GIVRC Legacy Director; and
 - (ii) if a MCC Tennis Legacy Committee Member resigns or otherwise ceases to be a Director, the remaining MCC Tennis Legacy Committee Members may appoint any person as a Director. Any Director appointed under this rule 7.2(b)(ii) is deemed to be a MCC Tennis Legacy Committee Member.

7.3 Maximum term

The maximum term any Director may serve is nine years unless the Board otherwise resolves.

7.4 Retirement by rotation

- (a) At every annual general meeting held after the Transitional Period, one third of the Directors or, if their number is not a multiple of three, then the number nearest to one-third, must retire from office and will be eligible for re-election.
- (b) The Directors to retire at each annual general meeting in accordance with rule 7.4(a) will be the Directors who have been in office the longest since last being elected or re-elected. Between Directors who were elected on the same day, the Director to retire will be decided by lot unless they agree otherwise.
- (c) A retiring Director will be eligible for re-election without needing to give any prior notice of an intention to submit for re-election and will hold office as a Director (subject to re-election) until the end of the meeting at which the Director retires.

7.5 Remuneration of Directors

- (a) No Director is entitled to be paid a fee for their service as a Director.
- (b) The Directors are entitled to be paid or reimbursed for all travelling and other expenses properly incurred by them in connection with the business or affairs of the Club, where the amount payable has been approved by the Board.
- (c) Subject to the Corporations Act, a Director may be engaged by the Club in any other capacity (other than auditor) and may be appointed on such terms as to remuneration, tenure of office and otherwise as has been approved by the Board.

7.6 Removal and Vacation of office of Director

- (a) In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:
 - (i) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (ii) ceases to be a Member;
 - (iii) resigns by notice in writing to the Club;
 - (iv) is absent without the consent of the Board from meetings of the Board held during a continuous period of six months; or
 - (v) dies.
- (b) The office of a Director who is an employee of the Club is terminated on the Director ceasing to be employed but the person concerned is eligible for reappointment or re-election as a Director of the Club.
- (c) The Club by ordinary resolution, and subject to section 203D of the Corporations Act, may remove a Director from office.

General Manager and Powers of the Board

8 Appointment of General Manager

- (a) The Board may appoint a person who is not a Director to the office of General Manager of the Club for the period and on the terms as it determines.
- (b) Subject to the terms of any agreement entered into in a particular case, the Board may at any time revoke any such appointment with or without cause.

9 Powers of the Board and General Manager

- (a) The business of the Club is managed by the Board, which may exercise all powers of the Club that are not, by the law or this Constitution, required to be exercised by the Club in general meeting.
- (b) Without limiting rule 9(c), the Board may, on the terms and conditions and with any restrictions as it determines, delegate to the General Manager any of the powers exercisable by it and may at any time withdraw, suspend or vary any of those powers conferred on the General Manager. Giving powers to the General Manager does not prevent the exercise of those powers by the Board.
- (c) The Board may delegate any of its powers as permitted by section 198D of the Corporations Act. The Board may revoke a delegation previously made whether or not the delegation is expressed to be for a specified period. A delegation under this rule may be made:
 - (i) for a specified period or without specifying a period; and
 - (ii) on the terms (including power to further delegate) and subject to any restrictions the Board decides.

10 Proceedings of the Board

10.1 Procedures relating to Board meetings

- (a) The Board may meet together for the despatch of business and adjourn and otherwise regulate its meetings as it determines.

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- (b) During the Transitional Period, a quorum for a Board meeting is two GIVRC Legacy Directors and two MCC Tennis Legacy Committee Members. After the Transitional Period, until otherwise determined by the Board, three Directors form a quorum.
- (c) A Director may at any time, and the General Manager upon the request of a Director, must convene a Board meeting. A Board meeting may also be convened in any other manner determined by the Board from time to time.
- (d) Reasonable notice must be given to every Director of the place, date and time of every Board meeting. Notice of a Board meeting may be given by mail (electronic or otherwise), personal delivery, facsimile transmission or other electronic means to the usual place of business or residence of the Director or at any other address given to the General Manager [or Secretary] by the Director or by any technology agreed by all the Directors.

10.2 Meetings of the Board by technology

- (a) For the purposes of the Corporations Act, each Director, by consenting to be a Director (or by reason of the adoption of this Constitution), consents to the use of each of the following technologies for holding a Board meeting:
 - (i) video;
 - (ii) telephone;
 - (iii) any other technology that permits each Director to communicate with every other Director; or
 - (iv) any combination of these technologies.

A Director may withdraw the consent given under this rule in accordance with the Corporations Act.

- (b) Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:
 - (i) the participating Directors are, for the purpose of every provision of this Constitution concerning meetings of the Board, taken to be assembled together at a meeting and to be present at that meeting; and
 - (ii) all proceedings of the Board conducted in that manner are as valid and effective as if conducted at a meeting at which all of the participating Directors were physically present in the one location.

10.3 Chair of the Board

- (a) At the commencement of the Transitional Period, the Board must elect one of the GIVRC Legacy Directors as chair of the Board and one of the MCC Tennis Legacy Committee Members as deputy chair of the Board. The Directors so elected will hold office as chair and deputy chair, respectively, until the conclusion of the first Board meeting held after the first anniversary of the date this Constitution is adopted. At that meeting, the Board must elect one of the MCC Tennis Legacy Committee Members as chair of the Board and one of the GIVRC Legacy Directors as deputy chair of the Board. The Directors so elected will hold office as chair and deputy chair, respectively, until the conclusion of the first Board meeting held after the end of the Transitional Period.
- (b) After the Transitional Period, the Board may elect one of their number as chair of the Board and another as deputy chair of the Board and may decide the period for which the chair and the deputy chair are to hold office as chair and deputy chair, respectively. A Director is not entitled to be appointed as the chair or the deputy-chair of the Board

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unless the MCC Committee has confirmed its approval to such appointment prior to the appointment being made.

- (c) Where a Board meeting is held and:
- (i) a chair of the Board has not been elected as provided by rule 10.3(a) or rule 10.3(b) (as applicable); or
 - (ii) the chair of the Board is not able to be present at the meeting or is not present within 15 minutes after the time appointed for the meeting, or despite being so present is unable or unwilling to chair the meeting,

the deputy chair of the Board is entitled to chair the meeting. If the circumstances in rule 10.3(c)(i) or 10.3(c)(ii) apply to the deputy chair of the Board, the Directors present may elect one of their number to chair the meeting.

10.4 Director's voting rights and exercise of powers

- (a) Without limiting rule 10.7, a Board meeting of which notice has been given to all Directors and at which a quorum is present, is competent to exercise any of the authorities, powers and discretions for the time being vested in or exercisable by the Board. Nothing in this rule 10.4(a) limits the exercise of any authority, power or discretion of the Board which has been delegated by the Board in accordance with law or this Constitution.
- (b) Subject to this Constitution, questions arising at a Board meeting are decided by:
 - (i) during the Transitional Period, three quarters of the votes (or the nearest whole number to three quarters rounded up) of Directors present and voting; and
 - (ii) otherwise, a majority of votes of Directors present and voting.
- (c) In the case of an equality of votes at a Board meeting, the chair of the meeting has a casting vote in addition to that chair's deliberative vote, unless only two Directors are present and entitled to vote at the meeting on the relevant question.
- (d) Subject to rule 10.5 and the Corporations Act, a Director:
 - (i) who has an interest in a matter may vote in respect of that matter if it comes before the Board and be counted as part of the quorum;
 - (ii) may enter into contracts with, or otherwise have dealings with, the Club;
 - (iii) may hold any other office or place of profit in the Club, except as auditor; and
 - (iv) may hold any other office or place of profit in any other company, body corporate, trust or entity promoted by the Club or in which the Club has an interest of any kind.
- (e) A Director is not disqualified from the Director's office by contracting with the Club in any capacity by reason of holding the office of Director.
- (f) A Director is not liable to account to the Club for any profit realised by any contract, dealings, office or place of profit contemplated by rule 10.4(d), by reason only of holding the office of Director or of the fiduciary relationship established by the office of Director.
- (g) Despite having an interest in any contract or arrangement a Director may participate in the execution of any document evidencing or connected with the contract or arrangement, whether by signing, sealing or otherwise.

10.5 Material personal interest

- (a) In relation to a contract or arrangement in which a Director has a material personal interest:
 - (i) the fact that the Director signed the document evidencing the contract or arrangement will not in any way affect its validity;
 - (ii) a contract or arrangement made by the Club or any related body corporate with a Director may not be avoided merely because the Director is a party to the contract or arrangement or otherwise interested in it; and
 - (iii) the Director will not be liable to account to the Club for any profit derived in respect of the contract or arrangement merely because of the Director's office or the fiduciary relationship it entails.
- (b) Nothing in this rule 10.5 affects the duty of a Director:
 - (i) who holds any office or possesses any property whereby, directly or indirectly, duties or interests might be created in conflict with the Director's duties or interests as a Director, to declare at a Board meeting, the fact and the nature, character and extent of the conflict; or
 - (ii) to comply with the Corporations Act or any other law.

10.6 Committees of the Board

- (a) The Board may delegate any of its powers to committees consisting of any one or more Directors or any other person or persons as the Board thinks fit and may revoke that delegation. In the exercise of delegated powers, any committee formed or person or persons appointed to the committee must conform to any regulations that may be imposed by the Board. A delegate of the Board may be authorised to sub-delegate any of the powers for the time being vested in the delegate.
- (b) The meetings and proceedings of any committee are to be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Board so far as they are applicable and are not in conflict with or superseded by any regulations made by the Board under rule 10.6.
- (c) Nothing in this rule 10.6 limits the power of the Board to delegate.

10.7 Written resolutions of Directors

- (a) A resolution in writing signed by all Directors or a resolution in writing of which notice has been given to all Directors and which is signed by a majority of Directors entitled to vote on the resolution (not being less than the number required for a quorum at a Board meeting) is a valid resolution of the Board and is effective when signed by the last of all the Directors to sign the resolution or the last of the Directors constituting the majority, as required.
- (b) The resolution may consist of several documents in the same form each signed by one or more of the Directors.
- (c) A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with the Director's authority is considered a document in writing signed by the Director and is deemed to be signed when received in legible form.
- (d) For the purpose of this rule 10.7, the references to Directors include any alternate Director appointed by a Director who is not available to sign the document or is otherwise

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unable to sign the document within a reasonable time but do not include any other alternate Director.

10.8 Defects in appointments of Directors

- (a) All actions at any Board meeting or by a committee or by any person acting as a Director are, despite the fact that it is afterwards discovered that there was some defect in the appointment of any of the Directors or the committee or the person acting as a Director or that any of them were disqualified, as valid as if every person had been properly appointed and was qualified and continued to be a Director or a member of the committee.
- (b) If the number of Directors is reduced below the minimum number fixed under this Constitution, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of calling a general meeting of the Club but for no other purpose.

11 Secretary

11.1 Appointment of Secretary

The Board:

- (a) must appoint at least one individual; and
- (b) may appoint more than one individual,

to be a Secretary either for a specified term or without specifying a term. Each Secretary must be a natural person who is a voting Member.

11.2 Terms and conditions of office

A Secretary holds office on the terms (including as to remuneration) that the Board decides. The Board may vary any decision previously made by it in respect of a Secretary.

11.3 Cessation of Secretary's appointment

The person automatically ceases to be a Secretary if the person:

- (a) is not permitted by the Corporation Act (or an order made under the Corporation Act) to be a secretary of a company;
- (b) becomes disqualified from managing corporations under Part 2D.6 and is not given permission or leave to manage the Club under the Corporations Act;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (d) resigns by notice in writing to the Club;
- (e) dies; or
- (f) is removed from office by the Board.

12 Other Officers

12.1 Other officers

- (a) The Board may from time to time:
 - (i) create any other position or positions in the Club with the powers and responsibilities as the Board may from time to time confer; and

- (ii) appoint any person who is a Member, whether or not a Director, to any position or positions created under rule 12.1(a)(i).
- (b) The Board may at any time terminate the appointment of a person holding a position created under rule 12.1(a)(i) and may abolish the position.

13 Seals and Their Use

The Club may have a common seal and a duplicate common seal. If the Club has any such seal:

- (a) it may only be used with the authority of the Board; and
- (b) every document to which it is affixed must be signed by a Director and be countersigned by another Director, or the person holding the position of secretary for the purposes of Corporations Act or another person appointed by the Board to countersign that document or a class of documents in which that document is included.

14 Service of Documents

In this rule 14, a reference to a document includes a notice. Subject to the Corporations Act:

- (a) Any Member who has not left at or sent to the registered office, a place of address or an electronic address (for registration in the register) at or to which all documents of the Club may be served or sent is not entitled to receive any document.
- (b) A document may be given by the Club to any Member by, in the Club's discretion:
 - (i) serving it on the Member personally;
 - (ii) sending it by post to the Member or leaving it at the Member's address as shown in the register of Members or the address nominated by the Member to the Club for the giving of documents;
 - (iii) sending it to the fax number nominated by the Member to the Club for the giving of documents;
 - (iv) sending it to the electronic address nominated by the Member to the Club for the giving of documents or by other electronic means nominated by the Member;
 - (v) if a Member nominates any electronic means by which the Member may be notified that documents are available and may access documents, sending a notification that the document is available for access, in each case by the relevant electronic means; or
 - (vi) serving it in any manner contemplated in this rule 14(b) on a Member's attorney as specified by the Member in a notice given under rule 14(c).
- (c) By written notice to the General Manager [or Secretary] left at or sent to the registered office of the Club or, a Member may request that all documents to be given by the Club or the Board be served on the Member's attorney at an address, or by electronic means, nominated in the notice and the Club may do so in its discretion.
- (d) A document may be sent to a Member whose address for documents is outside Australia by airmail, air courier or fax or otherwise be sent or made available electronically (including as contemplated by rule 14(b)(v)).
- (e) Any document sent by post is conclusively considered to have been served at the expiration of 24 hours after the envelope containing the document is posted and, in proving service, it is sufficient to prove that the envelope containing the document was properly addressed and posted. Any document served on a Member personally or left at the Member's address is conclusively considered to have been served when delivered.

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Any document sent to a Member by fax or other electronic means is conclusively considered to have been served when the fax or other electronic transmission is sent. Any document made available to a Member by electronic means as contemplated by rule 14(b)(v) is conclusively considered to have been served when notification that the document is available for access by that means is sent.

- (f) A document served in accordance with this Constitution is (despite the fact that the Member is then dead and whether or not the Club has notice of the Member's death) conclusively considered to have been properly served. The service is sufficient service of the document on the Member's personal representative.

15 Winding Up

15.1 Winding up

On the winding up or dissolution of the Club any property whatsoever (including any gifts of money or property for the objects of the Club), that remains, after satisfaction of all debts and liabilities, must not be paid to or distributed among the Members but must be given or transferred to one or more organisations selected by the Members at or before the time of dissolution having objects similar to the objects of the Club set out in rule 2.1.

15.2 Amalgamation

Where it furthers the objects of the Club to amalgamate with any one or more other organisations having similar objects to the objects of the Club, the other organisation or organisations must have rules prohibiting the distribution of its income and property to Members.

16 Indemnity of Officers, Insurance and Access

- (a) The Club indemnifies each officer of the Club out of the assets of the Club to the relevant extent against any liability incurred by the officer in or arising out of the conduct of the business of the Club or in or arising out of the discharge of the duties of the officer.
- (b) Where the Board considers it appropriate, the Club may execute a documentary indemnity in any form in favour of any officer of the Club, provided that such terms are not inconsistent with this rule 16.
- (c) Where the Board considers it appropriate, the Club may:
 - (i) make payments by way of premium in respect of any contract effecting insurance on behalf or in respect of an officer of the Club against any liability incurred by the officer in or arising out of the conduct of the business of the Club or in or arising out of the discharge of the duties of the officer; and
 - (ii) bind itself in any contract or deed with any officer of the Club to make the payments.
- (d) Where the Board considers it appropriate, the Club may:
 - (i) give a former Director access to certain papers, including documents provided or available to the Directors and other papers referred to in those documents; and
 - (ii) bind itself in any contract with a Director or former Director to give the access.
- (e) In this rule 16:
 - (i) **officer** means:
 - (A) a director, Secretary or General Manager; or

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- (B) a person appointed as a trustee by, or acting as a trustee at the request of, the Club,
and includes a former officer.
- (ii) **duties of the officer** includes, in any particular case where the Board considers it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an officer by the Club or, where applicable, a subsidiary of the Club to any other corporation.
- (iii) **to the relevant extent** means:
 - (A) to the extent the Club is not precluded by law from doing so;
 - (B) to the extent and for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, but without limitation, a subsidiary or an insurer under any insurance policy); and
 - (C) where the liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the duties of the officer in relation to another corporation, to the extent and for the amount that the officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation.
- (iv) **liability** means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or other body.

17 Liquor Control Reform Act

- (a) A visitor to the Club's premises (if any) must not be supplied with liquor in the premises unless the visitor is a guest in the company of a Member and the guest's attendance has been recorded in accordance with the Liquor Control Reform Act.
- (b) The Directors must cause that records of all guests of members attending the Club's premises is kept having regard to the requirements of the Liquor Control Reform Act.
- (c) A Director, General Manager or other employee of the Club must not receive payment of any amount by way of commission or allowance from the receipt of the Club for the supply of liquor.

SCHEDULE 4

Tennis and Membership Plan

Introduction

Set out below is the plan (the ***Tennis and Membership Plan***) approved by Glen Iris Valley Tennis and MCC Tennis prior to the Merger Date which contains the shared objectives for the operation, development and growth of Glen Iris Valley Tennis Club on and from the Merger Date.

Tennis and Membership Plan

The overriding objective is for Glen Iris Valley Tennis Club to be a progressive and successful tennis club, providing facilities that meet the needs of the members enabling them to enjoy their club in a safe, relaxed, welcoming and friendly environment.

It is a recognised aim for the club to be one of the leading tennis clubs in Victoria so far as both member amenities and competition tennis are concerned.

The Tennis and Membership Plan has a number of elements and initiatives:

1. **Governance**

- The Objects of Glen Iris Valley Tennis, as reflected in its Constitution, are to be pursued
- A member elected board operating on recognised corporate governance principles in accordance with Glen Iris Valley Tennis Club's Constitution is to have responsibility for maintaining the financial viability of, and the conduct of operations at, Glen Iris Valley Tennis Club in a transparent and accountable manner.
- The operations of Glen Iris Valley Tennis Club are to be member managed initially progressing to a model where all club operations are to be conducted by professional full-time management reporting to the board as and when the financial position of Glen Iris Valley Tennis Club permits that transition.
- A diverse membership base is to be attracted and retained.
- Promotion of the utilisation of the Glen Iris Valley Tennis Club's facilities to their fullest potential is to be pursued.
- Value for members is to be added by investing in further facilities and activities, including in non-tennis related activities when funding permits.
- Full engagement with Melbourne Cricket Club as one of its sporting sections is to be pursued.

2. **People**

- Be inclusive in welcoming all people to the Glen Iris Valley Tennis Club is to be a key characteristic.
- A community friendly and family orientated atmosphere is to be maintained which encourages members, new and old, to participate.
- Effective and relevant communication with all members is to occur.

3. **Tennis Participation and Stakeholders**

- A full range of tennis options including social tennis, night tennis, coaching, junior competition, pennant and elite competition is to be provided.

EXECUTED as an agreement.

EXECUTED by **THE GLEN IRIS VALLEY RECREATION CLUB:**

Signature of director

Signature of director/secretary

Name

Name

EXECUTED by **MELBOURNE CRICKET CLUB TENNIS SECTION:**

Signature of President

Name

EXECUTED by **MELBOURNE CRICKET CLUB:**

Signature of director

Signature of director/secretary

Name

Name

EXECUTED by **MELBOURNE CRICKET CLUB FOUNDATION LIMITED:**

Signature of director

Signature of director/secretary

Name

Name

ANNEXURE

List of MCC Members

List of members of MCC Tennis who have confirmed to MCC Tennis that they wish to become members of Glen Iris Valley Tennis on and from the Merger Date

Mr Brian Adams	Mr Arthur Kokoris
Mr Robert Adrien	Ms Wendy Lee
Mr Enzo Aguiad	Mr David Littlewood
Miss Kaheina Aizel	Mr Michael Logarzo
Mr Marcus Allen	Ms Eliza Long
Mr Ronald Ashbolt	Ms Genevieve Lorbergs
Ms Tamara Bajagic	Mr Peter Luczak
Ms Nives Baric	Mr Joseph Lukies
Ms Zsofia Bende	Mr Christopher Madsen
Mr Marco Boato	Mr George Mardones
Ms Bojana Bobusic	Ms Lois McDonald
Mr Cody Brackenreg	Mr Philip Meyer
Ms Michelle Bradbury	Mr Jack Milgate
Mr Barry Brennan	Miss Amelia Mills
Ms Jessica Brzozowska	Ms Maja Milosevic
Mr James Cahill	Mr Nikola Milosevic
Ms Colleen Carney	Mr Peter Mitchell
Mr Will Coghlan	Mr Alan Moran
Mr Sushant Dange	Mr Chiro Mukerjea
Ms Colleen Davey	Mr Darcy Nicholls
Ms Priscilla Dawson	Mr Aaron O'Brien
Mr Thijs De Backer	Ms Sue O'Connor
Ms Hene Demiri	Mr Gaetano Palmese
Mr Auke de Vries	Mr Jordan Pankiw
Ms Jordana Dymond	Ms Isabelle Papazyan
Mr Ben Ellwood	Mr Marlino Pascual
Mr Matthew Feely	Ms Talia Patia
Mr Chase Ferguson	Mr Geoff Patsouris
Miss Elizabeth Filonenko	Mr Stephen Pearson
Mrs Rehana Ford	Mr Joseph Rafter
Miss Jaimee Furlis	Ms Lorna Raymond
Dr John Fraser	Mr Alex Reda
Mr Diego Fullaondo	Mr Peter E Richardson
Ms Demetra Giannakopoulos	Mr Calvin Rompis
Ms Sladjana Gobeljic-Karapandzic	Mr Hartono Rugito
Mr Russell Golden	Mr Robert Scarff
Ms Fran Graham	Mr Stephen Schweier
Miss Chloe Green	Mr Darren Seymour
Mr John Gregory	Miss Phoebe Sinnett
Mr Stephen Griffin	Ms Madeline Skaras
Miss Mikaela Hammond	Miss Lara Slisko
Ms Ann Harrison	Mr Tarun Soni
Mr Julian Hast	Mr Chanchai Sookton-Eng
Ms Zoe Hives	Ms Helene Spiridis
Ms Tamara Jungwirth	Mrs Iva Stankovic
Mr Chris Kachel	Ms Brooke Starling
Ms Elizabeth Kalyvas	Mr Iain Stewart
Mr Joshua Kapuranovski	Mr Allan Stone
Ms Jo-Anne Karaitiana	Mr Dimitri Svividov
Mr Aleksander Karapandzic	MS Irene Taylor
Mr Peter Keller	Mr Emil Thaning
Mr David Kenley	Ms Katrina Thorne
Mr Glenn King	Ms Emily Tinker
Mr Tim Koerner	Ms Sophie Torcello

Mr Stephen Trafficante
Mr Alex Tsmiklis
Mr Taso Vasiliadis
Mr Arno Vecgravis
Mr Luke Vuletic
Mr Jon Watson

Mr James Weisshardt
Ms Janet Whiting
Mr Ian Wise
Mr Steve Worthington
Mr Peter Wright