The Hon Catherine King MP

Minister for Infrastructure, Transport, Regional Development and Local Government
Member for Ballarat

Ref: MS26-000592

The Hon Anthony Albanese
Prime Minister
Parliament House
CANBERRA ACT 2600

Dear Prime Minister

I am writing to seek your authority to reclassify and reprofile funds, and enter new schedules to the Federation Funding Agreement – Infrastructure (FFA schedules) for six projects formerly funded through the Community Development Grants Programme (CDG). One of the projects is also funded through the Investing in Our Communities Program, and this funding will also be subject to reclassification and reprofiling.

In October 2022, the Australian Government announced the closure of the CDG Programme in line with the broader redesign of regional grant programs (noting a six-month grace period to allow for committed projects to be contracted). In accordance with the CDG Grant Opportunity Guidelines, projects were to be completed by 31 December 2025 to meet the program closure date of 30 June 2026. The below projects have been the subject of delays which meant they were unable to be completed in line with the closure of the CDG Programme. The total value of funding to be reclassified and reprofiled for these projects is $20.04 million ($1,125,000 is from the Investing in Our Communities Program). The six projects are as follows.

s22(1)(a)(ii)

Redevelopment of White City project (White City Project)
On 22 February 2022 a grant funding agreement was executed under the CDG Programme between Hakoah Club Limited and the Australian Government for the White City Project. The Government committed $7.5 million to support the delivery of new sporting facilities and a community hub at the White City sporting complex in Sydney. Of the allocated funding, $5.25 million is unspent.

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s47B(a)

This funding would address current delivery pressures (including construction cost escalation and related market conditions), reduce funding shortfalls, and help maintain the project schedule and intended community outcomes.

s22(1)(a)(ii)

To ensure project outcomes can still be achieved, I am seeking your policy authority to deliver these projects under new FFA schedules in partnership with relevant state and territory governments, all of which are supportive of the proposed delivery model. To enable the Government to enter into these arrangements, I am also seeking your authority to reclassify and reprofile the unspent funding from the CDG Programme and the Investing in Our Communities Program so that it can be expended through a Specific Purpose Payment in line with the current expected timeframes for these projects.

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Should you agree to this proposal, my department will work with the Department of Finance, the Treasury, Department of Prime Minister and Cabinet, and relevant state and territory governments to ensure these projects are delivered in a timely manner.

Yours sincerely



Catherine King MP

7 / 4 / 2026

cc The Hon Dr Jim Chalmers MP, Treasurer
Senator the Hon Katy Gallagher, Minister for Finance

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DEED OF MUTUAL TERMINATION AND RELEASE

DEED OF MUTUAL TERMINATION AND RELEASE IN RELATION TO COMMONWEALTH GRANT AGREEMENT UNDER THE COMMUNITY DEVELOPMENT GRANTS PROGRAMME (GRANT ID:CDG1616)

Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts
ABN 86 267 354 017

Hakoah Club Ltd
ABN 49 000 736 685

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DEED OF TERMINATION AND RELEASE

DEVELOPMENT GRANTS PROGRAMME (GRANT ID:CDG1616)

Date

This Deed of Termination and Release (**Deed**) is made and binding on the Commencement Date.

Parties

This Deed is made between and binds the following parties:

1. **Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts**
ABN 86 267 354 017, of 111 Alinga Street, Canberra, ACT 2601
(the **Commonwealth**)

2. **Hakoah Club Limited** ABN 49 000 736 685
of 30 Alma Street, Paddington, NSW 2021
(the **Recipient**)

Context

This Deed is made in the following context:

A. The Parties entered into a grant agreement in relation to the redevelopment of White City tennis complex into a Jewish community and sports hub (Project Identifier: CDG1616: the **Project**) on 22 February 2022 (the **Agreement**) in relation to the Community Development Grants Program (the **CDG Program**).

B. The Agreement was subsequently varied on 1 July 2022.

C. The CDG Program is ceasing on 30 June 2026. In line with the cessation of the CDG Program, the Commonwealth and the Recipient agree to mutually terminate the Agreement in accordance with this Deed.

Operative provisions

In consideration of the mutual promises contained in this Deed, the Parties to this Deed agree as follows:

1. Interpretation

1.1. Definitions

1.1.1. In this Deed, unless the context otherwise indicates:

Agreement	means the Agreement between the Parties referred to in paragraph A of the Context as varied by the variation referred to in paragraph B of the Context
Business Day	means a weekday other than a public holiday in the Australian Capital Territory.

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Claim	means any present or past action, suit, proceeding, demand, complaint, prosecution, judgment, award, obligation, liability, account, cost, charge, expense, fine, penalty, cause of action or claim, whether at common law, in equity, under contract or under statute.
Commencement Date	means: a) the date on which the Parties execute this Deed; and b) if the Parties execute on different days the day the last Party to execute this Deed does so.
Deed	means this Deed of Termination and Release and any other documents expressly identified as forming a part of this Deed.
Financial Acquittal Report	means a written report that must include: a. a statement of receipts and expenditure in respect of the Funding and Other Contributions; b. a certificate, signed by the Recipient's Chief Executive Officer, Chief Financial Officer or a person authorised by the Recipient to execute documents and legally bind the Recipient by their execution, that: i. all Funding and Other Contributions (excluding in-kind) received was expended for the purpose of the Activity and Project and expended and held in a manner in accordance with the Agreement; and ii. salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant Law on industrial or workplace relations.
GST	has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Parties	means the Commonwealth and the Recipient and **Party** means either one of them.

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Project	means the Project under the Agreement as referred to in the Context.
Unspent Funds	means Funding that has not been spent or legally committed in accordance with the Agreement.

1.1.2. In this Deed, terms that are capitalised and not defined in this Deed have the same meaning as in the Agreement, unless the context suggests otherwise.

1.2. **Interpretation**

1.2.1. In this Deed, unless the contrary intention appears:

a. words importing a gender include any gender;

b. words in the singular include the plural and words in the plural include the singular;

c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;

d. words importing a person includes a partnership and a body whether corporate or otherwise;

e. a reference to dollars is a reference to Australian dollars;

f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;

g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

h. the use of the word "includes" or "including" in relation to a right or obligation of a party, does not limit or restrict the scope of that right or obligation;

i. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form;

j. wherever the context permits, a reference to a Party includes its successors or assignees;

k. a covenant on the part of two or more persons binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally;

l. where the day on or by which any act, matter or thing is to be done under or pursuant to this Deed is not a Business Day, the act, matter or thing must be done on the next Business Day;

m. references to clauses are references to clauses of this Deed; and

n. a reference to any deed, agreement, licence, document or other instrument (including this Deed) includes a reference to that deed, agreement, licence, document or other instrument as renewed, extended, novated, varied or substituted from time to time.

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1.3. **Guidance on construction of Deed**

1.3.1. This Deed and the Agreement records the entire agreement between the Parties in relation to its subject matter.

1.3.2. If anything in this Deed is void or otherwise unenforceable then it will be severed and the rest of the Deed remains in force.

1.3.3. A provision of this Deed will not be construed to the disadvantage of a Party solely on the basis that it proposed that provision or that it put forward this Deed.

1.3.4. In the event of conflict between this Deed and the Agreement, the provisions of the Deed will prevail.

2. Payment of Funding

2.1 The Parties acknowledge and agree that:

a. the Commonwealth has paid $2,250,000.00 (GST exclusive) to the Recipient under the Agreement; and

b. the Commonwealth will not pay any further Funding to the Recipient under the Agreement.

2.2. The Recipient must provide the Commonwealth with a Financial Acquittal Report within 30 days of the Commencement Date.

2.3. If the Financial Acquittal Report shows that the Recipient is holding Unspent Funds, then the Recipient must use those Unspent Funds for the purposes of the Project and in accordance with the Agreement.

3. Effect of Deed

3.1. **Funding and Termination**

3.1.1. The Agreement will be terminated on and from the Commencement Date by the mutual agreement of the Parties on the terms and conditions contained in this Deed.

3.2. **Release and indemnity**

3.2.1. On and from the Commencement Date, the Recipient:

a. forever discharges and releases the Commonwealth from and against all Claims that the Recipient has at the Commencement Date, or may have after the Commencement Date, against the Commonwealth arising from or in connection with the Agreement;

b. indemnifies and undertakes at all times to keep indemnified the Commonwealth against all Claims against the Commonwealth by any person in connection with the Agreement and against all costs, damages and expenses that may be incurred by the Commonwealth in defending or settling those Claims, on a full indemnity basis; and

c. agrees not to make any further Claims arising from or in connection with the Agreement against the Commonwealth.

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3.2.2. This Deed may be pleaded by the Commonwealth in bar in any Claim which may be commenced by or through the Recipient in connection with the Agreement.

3.3. **Survival**

3.3.1 Despite the termination of the Agreement pursuant to this Deed, unless the contrary intention appears:

a. the Recipient acknowledges and agrees that:

i. it has an ongoing obligation to use the Project and the Real Property for the Purpose, and to keep the Project Operational, until the expiration of the Operational Period;

ii. notwithstanding item A.4 of schedule 1 to the Agreement, the Operational Period will commence on the date that the Recipient commences using the Project for the Purpose; and

iii. clauses 2.8.1 and 10.4.2 of the Agreement, and any other clauses relevant to use of the Project and the Real Property for the Purpose during the Operational Period survive; and

b. all clauses listed at clause 21.12 of the Agreement and any other clause which expressly or by implication from its nature is meant to survive, continue to apply.

4. GST

4.1.1. Unless otherwise indicated, the fees and all other consideration for any supply made under this Deed is exclusive of any GST imposed on the supply.

4.1.2. If one Party (the supplier) makes a taxable supply to the other Party (the recipient) under this Deed, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

4.1.3. No Party may claim or retain from the other Party any amount in relation to a supply made under this Deed for which the first Party can obtain an input tax credit or decreasing adjustment.

5. Costs and stamp duty

5.1.1. Each Party is to pay its own costs, charges and expenses (including, without limitation, legal expenses) in entering into this Deed, except for stamp duty.

5.1.2. Subject to clause 4, any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) which are payable in connection with this Deed must be paid by the Recipient.

6. Notices

6.1. **Content of notice**

6.1.1. A notice under this Deed is only effective if it is in writing, and dealt with as follows:

a. ***if given to the Commonwealth*** - addressed to:

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Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts
GPO Box 594
CANBERRA ACT 2601
Attention: Program Manager, National Programs Branch
Email: CDG.Projects@infrastructure.gov.au

b. ***if given to the Recipient*** - addressed to:

s47F

30 Alma Street, Paddington NSW 2021
Attention: s47F
Email: s47F

6.1.2. A Party may, from time to time, notify the other Party of any change to its details in clause 6.1.1.

6.1.3. A notice is to be:

a. signed by the person giving the notice and delivered by hand; or

b. signed by the person giving the notice and sent by pre-paid post; or

c. signed and transmitted electronically by the person giving the notice by electronic mail.

6.1.4. For the avoidance of doubt, an electronic signature on an email will be taken to be a signed notice for the purpose of clause 6.1.3.

6.2. **When a notice is received**

6.2.1. A notice is deemed to be received:

a. *if delivered by hand* - upon delivery to the relevant address;

b. *if sent by prepaid post* - upon delivery to the relevant address; or

c. *if transmitted electronically* - upon receipt by the sender of either an electronic receipt notification (generated by the system transmitting the notice) or an acknowledgement from the other Party that it has received the notice (whichever is earlier).

6.2.2. A notice received after 5.00 pm, or on a day that is not a Business Day, is deemed to be effected on the next Business Day.

7. Waiver

7.1.1. Except as expressly provided for in this Deed, a failure or delay by a Party to exercise any right or remedy it holds under this Deed or at law does not operate as a waiver of that right or remedy.

7.1.2. Except as expressly provided for in this Deed a single or partial exercise by a Party of any right or remedy it holds under this Deed or at law does not prevent the Party from exercising the right or remedy again, or to the extent it has not fully exercised the right or to exercise another right or remedy. A waiver of a right or remedy must be in writing and signed by the Party giving the waiver.

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8. Variation

8.1.1. A variation of this Deed is binding only if agreed in writing and signed by the Parties.

9. Acknowledgement

9.1.1. Each Party to this Deed acknowledges that they enter into this Deed fully and voluntarily on their own information and investigation.

10. Assignment

10.1.1. The Recipient cannot assign its obligations and agrees not to assign its rights under this Deed without the Commonwealth's prior written approval.

11. Applicable law

11.1.1. This Deed is governed by and will be construed in accordance with the laws applicable in Australian Capital Territory.

11.1.2. Each Party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

12. Counterparts

12.1.1. This Deed may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document. Execution of the Deed will be complete when each Party holds a copy of this Deed signed by the other Party.

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Executed as a Deed on the Commencement Date.

SIGNED SEALED AND DELIVERED for and on behalf of the **Commonwealth of Australia as represented by Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts** by its authorised signatory:)

s22(1)(a)(ii)

Name of signatory

s22(1)(a)(ii)

Signature

In the presence of:

s22(1)(a)(ii)

Name of witness

s22(1)(a)(ii)

Signature of witness

4/6/26

Date

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EXECUTED AS A DEED on behalf of **Hakoah Club Ltd** ABN 49 000 736 685 in accordance with section 127 of the *Corporations Act 2001* (Cth):)
)
)

s47F

s47F

s47F

Name of Director

Signature of Director and date

Name of Director/Secretary

Signature of Director/Secretary and date

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Factsheet

Project name	Redevelopment of White City	
Funding recipient	Hakoah Club Limited	
Project funding	Total: $s47G(1)(a)	Australian Government funding: $29,500,000 • Infrastructure - $22,500,000 • Home Affairs - $7,000,000
LGA	Sydney	
Project status	In progress	
Key dates	Project start: June 2022 Project end: TBA	
Jobs	During project: TBA Of these, how many are Indigenous: 0 Ongoing (post-project): TBA Of these, how many are Indigenous: 0	
Sensitivities	The Australian Government committed $7.5 million in funds to be delivered through the Community Development Grants programme (CDG). The funding recipient has received $2.25 million of this funding. On 20 October 2025, the CDG delegate decided to transfer the remaining $5.25 million in CDG funds, with funding to be delivered through a Schedule to the Federation Funding Agreement – Infrastructure, which is currently under negotiation. As such, the CDG Funding Agreement was terminated on 4 June 2026. In early 2026, the Prime Minister confirmed a further $15 million towards the infrastructure project and $7 million towards security measures, with the NSW Government citing heightened security risks in the wake of the Bondi attack of 2025. After the execution of the original construction contract in June 2022, s47G(1)(a) [redacted] In late December 2025, a new contractor was appointed to complete the project. s47G(1)(a) [redacted]	

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Project funding breakdown

Funding source	Total
Australian Government	**$29,500,000**
NSW Government	**$26,000,000**
Hakoah Club Limited	$s47G(1)(a)
Total	$s47G(1)(a)

Hakoah Club Topping Out Ceremony (30 Alma Street Paddington NSW 2021)

- The Australian Government has committed $29,500,000 to the $s47G(1)(a) project.
- As a part of the Australian Government's $29,500,000 commitment, the Department of Home Affairs is providing $7,000,000 towards security measures.
- The project was initially funded under the previous Government's commitment program.
- The NSW Government committed $26,000,000 towards the project, and Hakoah Club Limited committed the remaining $s47G(1)(a).
- The project will deliver:
  - a new Hakoah Club building of at least 3,000m2 and include:
    - a foyer, reception, boardroom and offices
    - football change rooms, a storeroom and referee's room
    - an office, public and football amenities and accessible amenities
    - a kitchen, restaurant and function areas
    - a community space
  - a new full-size synthetic playing field
  - a grandstand with seating for at least 250 people and match viewing capacity for at least 500 people
  - two enclosed multi-use courts for basketball, futsal and netball
  - indoor and outdoor pools
  - conservation of the historic southern grandstand as a health and wellness facility
  - parking for at least 250 cars, 20 motorcycles and 100 bicycles.
- Founded in 1938 by Jewish refugees from Europe, the Hakoah Club has long been a cornerstone of Jewish life in Sydney's Eastern Suburbs. The new facility is intended to serve as a shared space for sport, culture and community activity, open to both the Jewish community and the broader public.

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