



Royal Melbourne Yacht Squadron
ACN 006 124 867

Information Memorandum

Sale of Mistral IX

Royal Melbourne Yacht Squadron (“RMYS”) is selling the vessel Mistral IX (“the Vessel pursuant to an order of the Magistrates Court of Victoria made 1 June 2023 to recover money due to RMYS by order of the court and for unpaid marina fees and other expenses.

The sale will proceed as a private sale by expression of interest.

The timeframe for the sale will be:

26 June to 25 July 2023 - Inspections

RMYS will make the Vessel available for inspection to approved prospective purchasers

26 July 2023 - Last Day for Submission of Expression of Interest

The Expression of Interest process is a part of this document.

27 July 2023 – Acceptance of Offer

28 July 2023 – Payment of Purchase Price

The contents of this document are:

- Vessel Description
- Photos
- Agreement for Sale of Vessel
- Copy of court order
- Expression of Interest

All information in this information memorandum is provided in good faith but RMYS cannot guarantee the accuracy of any information. Purchasers must make their own enquiries and must not rely on this information memorandum.

Dated Monday, 19 June 2023

VESSEL DESCRIPTION

Cole 40 classic

Designed by Bill Luders

Built of huon pine by Max Creese in Hobart and launched in October 1966.

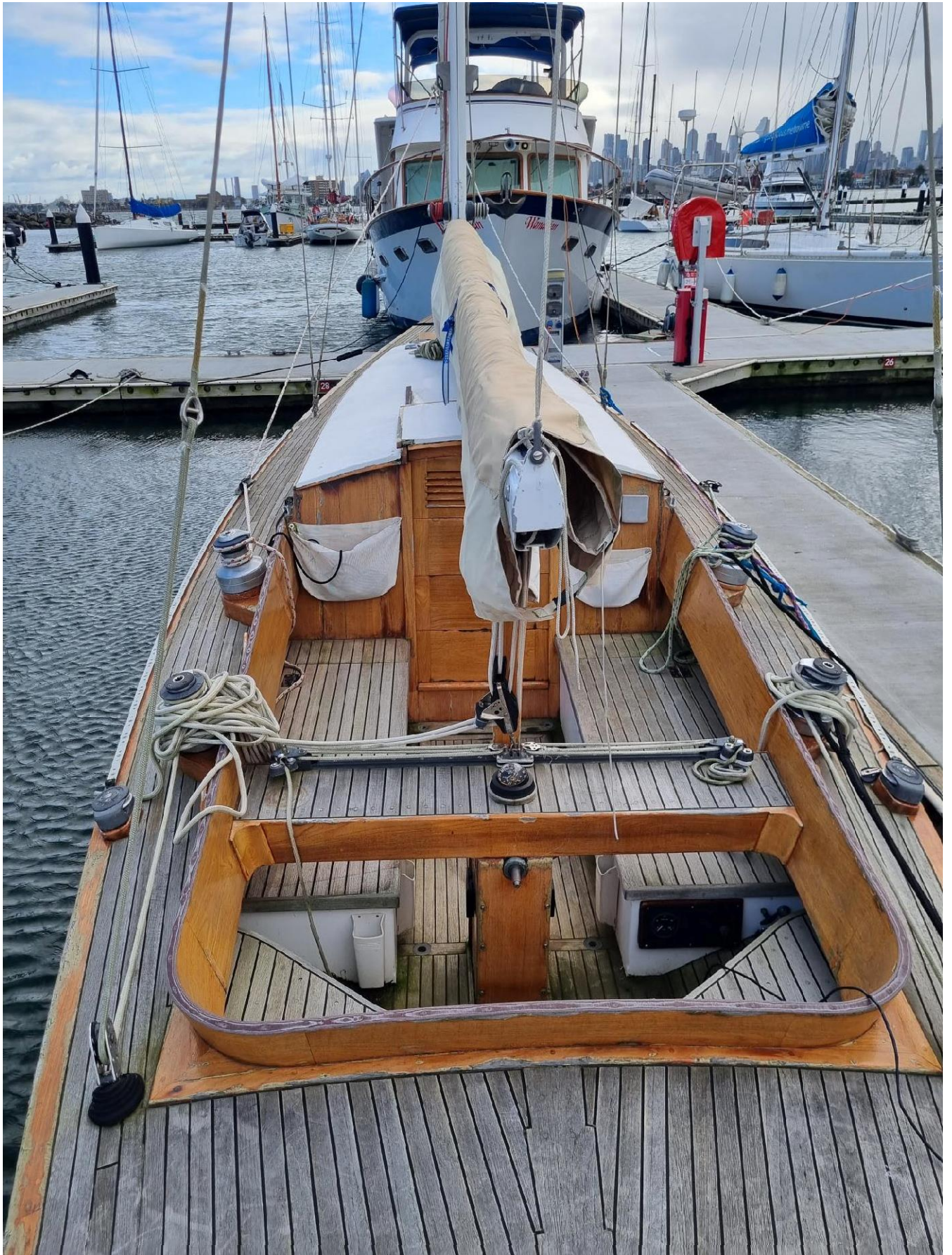
Winner of Concourse D'elegance Geelong Wooden Boat Festival 2020.

Competed at club and classic levels in style.

Easily sailed with a skipper and crew for cruising or weekends away or 4-5 in full race mode.

Length:	40' 4" - 12.29m
Displacement:	8900 kg
Designer:	Bill Luders
Builder:	Max Creese
Hull Material:	Huon Pine
Deck Material:	Teak
Mast and Spars:	Aluminium
Rigging:	Stainless Steel
Engine:	15hp Yanmar diesel
Water:	100l
Accommodation:	V berth and two single bunks
Cabins	1
Toilet:	1 electric
Bilge Pumps:	1
Life Jackets:	6 (need to be checked for service life)
Sail Inventory:	1 x Main (on boom) 1 x Jib/Genoa (on furler) 2 x Mainsails in bags 1 x #2 Jib Heavy in bag 1 x Furling Genoa in bag 1 x Gennaker #6 in bag 1 x Symmetrical Spinnaker in bag

PHOTOS









AGREEMENT FOR SALE OF VESSEL

VESSEL: "Mistral IX"
Including all equipment as listed in the Information
Memorandum dated Monday, 19 June 2023

CONDITION: As lying at Royal Melbourne Yacht Squadron marina on the date
of this Agreement

SELLER: Royal Melbourne Yacht Squadron Inc
C/- E C Legal
Level 9, 461 Bourke Street Melbourne Vic 3000

SELLER'S BANK: E C Legal Trust Account
BSB 083 004 Account 87 367 2455 Ref: JMW0057253

BUYER: Name _____
Address _____

Email: _____

Mobile: _____

PURCHASE PRICE: \$ _____

DATE OF SALE: 28 July 2023

TERMS AND CONDITIONS OF PURCHASE:

1. The Buyer acknowledge that the Seller has no obligation to sell the Vessel for the highest bid or at all.
2. Before making any offer to purchase the Vessel, the Buyer must complete all enquiries in relation to the Vessel.
3. The Buyer shall submit this Agreement for Sale of Vessel ("this Agreement") completed by the Buyer to the Seller by email to James Woods, the solicitor for RMYS at james.woods@eclegal.com.au on or before 26 July 2023 signed the Buyer or an authorised officer of the Buyer by way of offer to purchase the Vessel in accordance with the terms and conditions set out in this Agreement.
4. The Seller may accept the offer by its authorised officer signing and returning this Agreement to the Buyer on or before 27 July 2023 but no agreement shall be formed between the Seller and Buyer until the Buyer makes the payment in paragraph 3 below.
5. The Buyer shall pay the Purchase Price to the Sellers Bank by electronic funds transfer on or before 28 July 2023. In the event that there are not cleared funds in the Seller's Bank by the close of business on 31 July 2023,

this Agreement is null and void and the Seller may sell the Vessel to another buyer without further notice.

6. The Seller warrants that will provide clear title to the Buyer but makes no other warranty to the Buyer whatsoever. The Vessel is sold on an “as is where is” basis.
7. Risk in the Vessel to the Buyer shall pass upon payment of the Purchase Price.
8. The Seller shall provide possession of the Vessel to the Buyer on payment of the Purchase Price by the Buyer and the Buyer shall remove the vessel within seven days or shall be liable for berthing costs to the Seller at its usual rate from 1 August 2023 until the removal of the Vessel from Seller’s marina.
9. The Seller will assist as reasonably required by the Buyer to allow a transfer of registration from the Seller to the Buyer or a new registration to be effected in the name of the Buyer. The Buyer must pay any costs involved in the transfer or new registration.

CONFIRMATION OF OFFER

I / We offer to purchase the Vessel on the terms and conditions as set out above.

The Buyer

ACCEPTANCE OF OFFER

RMYS accepts the offer

The Seller or Seller’s Agent and Solicitor

IN THE MAGISTRATES' COURT
OF VICTORIA AT MELBOURNE

Court Reference: M11266997

You are advised that on 01 June 2023 the following entries were made in the register:

ROYAL MELBOURNE YACHT SQUADRON ACN
006124867

Plaintiff

MICHAEL KNIGHT

Defendant

DAVID SUDANO

Defendant

NATALIE PHILLIPPE

Defendant

PROCEEDING: Application - Interlocutory

ORDER(S):

ROYAL MELBOURNE YACHT SQUADRON vs MICHAEL KNIGHT

Not by consent

Free Text Order

Order that

1. Pursuant to section 70 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the Plaintiff may proceed with a sale of the vessel Mistral IX ("the Vessel") by private sale no earlier than four weeks after the first advertisement by the Plaintiff on www.boatsales.com.au and otherwise as directed by James Woods of E C Legal on the basis of the proposal set out in his affidavit of 15 May 2023;

2. Any proceeds of sale of the shall be applied as follows:

a. first, to the payment of any amounts outstanding to the Plaintiff by the Defendant pursuant to orders of the court including the claim, costs and interest:

b. second, to the Plaintiff for berthing costs at its usual rate for non-members from 9 December 2022 to the date of settlement of the sale;

c.third, to the Plaintiff for reasonable costs incurred in arranging and advertising the sale and preparing the Vessel for sale. Such costs shall include:

i. the costs of this application fixed at \$1,387.10; and,

ii. the reasonable costs of E C Legal in assisting and advising the Plaintiff on the sale process;

d.fourth, no more than 15% of the sale price to the Plaintiff for the time spent in handling the sale;

e.fifth, the balance to the Australian Financial Security Authority as trustee of the Defendant's bankrupt estate.

Subcase: Application - Interlocutory filed by ROYAL MELBOURNE YACHT SQUADRON

Order relates to: ROYAL MELBOURNE YACHT SQUADRON, MICHAEL KNIGHT

Cost Order

MICHAEL KNIGHT (Respondent) to pay ROYAL MELBOURNE YACHT SQUADRON (Applicant)

costs \$1,387.10

Subcase: Application - Interlocutory filed by ROYAL MELBOURNE YACHT SQUADRON

Order relates to: ROYAL MELBOURNE YACHT SQUADRON, MICHAEL KNIGHT

Stay Order

Stay to 03/07/2023

Subcase: Application - Interlocutory filed by ROYAL MELBOURNE YACHT SQUADRON

Order relates to: ROYAL MELBOURNE YACHT SQUADRON, MICHAEL KNIGHT

Magistrate Timothy Greenway

Date: 01 June 2023

EXPRESSION OF INTEREST

To register an Expression of Interest for a prospective buyer, please cut and paste the following text and completed in an email to manager@rmys.com.au as follows:

Dear RMYS Manager,

I have read the Information Memo dated Monday, 19 June 2023 in relation to Mistral IX ("the Vessel")

On behalf of myself [and name of company if applicable], I express interest in purchasing the Vessel for myself or the above company in which I have a substantial interest.

I request an inspection opportunity on [set out days and times that suit you for an inspection]

My name is:

My mobile phone is:

Please let me know when I may inspect the Vessel.