



HERBERT
SMITH
FREEHILLS

Amending Deed

Date ►

Between the parties

Nepean Blue Mountains Local Health District

ABN 31 910 677 424

Address: PO Box 63 Penrith NSW 2751

Attention: Chief Executive

Email: nbmlhd-mail@health.nsw.gov.au

(NBMLHD)

St John of God Hawkesbury District Health Campus Limited

ACN 608 054 379

Address: Level 1, 556 Wellington St Perth 6000

Attention: Company Secretary

Email: larissa.johnstone@sjog.org.au

(Operator)

Recitals

- 1 The parties entered into a 'Deed of Extension of Services Agreement – Hawkesbury District Health Service' on or around 30 June 2022 (the **Principal Agreement**).
- 2 The parties want to amend the Principal Agreement in the manner set out in this deed.

This deed witnesses as follows:



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1 Definitions, interpretation and deed components

1.1 Definitions

In this deed, a word or phrase defined in the Principal Agreement has the same meaning as in the Principal Agreement.

1.2 Interpretation

Clause 1.2 of the Principal Agreement applies to the interpretation of this deed.

2 Amendment to Principal Agreement

2.1 Amendment

With effect on and from the date of this deed, the Principal Agreement is amended as follows:

- (a) The definition of Extended Term in clause 1.1 of the Principal Agreement is replaced with the following:

Extended Term	a term of one year and nine months commencing on 1 July 2022 and expiring on 31 March 2024 which may be extended further pursuant to clause 2.2.
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- (b) Clause 2.2 of the Principal Agreement is deleted and replaced with the following:

'2.2 Extension of Extended Term

The parties acknowledge and agree that:

- (a) *the parties will act reasonably and in good faith, and exercise best endeavours to define and agree on the principles of a new services agreement for the Hawkesbury District Health Service by 28 February 2023 (which agreement, for the avoidance of doubt will replace and supersede the Services Agreement);*
- (b) *provided that both parties (acting reasonably) have defined and agreed the principles of a new services agreement in accordance with clause 2.2(a) but have been unable to agree binding documentation for a new agreement by 30 June 2023, then the Term will be extended to 30 June 2024, which extension may be effected and evidenced by an exchange of letters between the parties to that effect prior to 30 June 2023; and*
- (c) *if the parties fail to define and agree on the principles of a new services agreement for the Hawkesbury District Health Service by 28 February 2023, the Operator will transition services back to NBMLHD in accordance with its obligations under the Services Agreement by no later than 31 March 2024.*



2.2 Amendments not to affect validity, rights, obligations

- (a) This deed is intended only to vary the Principal Agreement and not to terminate, discharge, rescind or replace it.
- (b) The amendments to the Principal Agreement do not affect the validity or enforceability of the Principal Agreement.
- (c) Nothing in this deed:
 - (1) prejudices or adversely affects any right, power, authority, discretion or remedy which arose under or in connection with the Principal Agreement before the date of this deed; or
 - (2) discharges, releases or otherwise affects any liability or obligation which arose under or in connection with the Principal Agreement before the date of this deed.

2.3 Confirmation

On and with effect from the date of this deed, each party is bound by the Principal Agreement as amended by this deed.

2.4 Acknowledgement

Each party acknowledges that this deed is issued in accordance with the Principal Agreement.

3 General

3.1 Governing law

This deed is governed by New South Wales law.

3.2 Further action to be taken at each party's own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

3.3 Counterparts

This deed may be executed in any number of counterparts each of which, when taken together, constitute one instrument.



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Signing page

Executed as a deed

NBMLHD

Executed as a deed for and on behalf of **Nepean Blue Mountains Local Health District** (ABN 31 910 677 424), a body corporate constituted under the Health Services Act 1997 (NSW) by its authorised representative:

in the presence of

sign here ▶ 

Representative

sign here ▶ 

Witness

print name Kay Hyman
Chief Executive NBMLHD

print name Brett Williams
Director Hospital Services NBMLHD

Operator

Executed as a deed for and on behalf of **St John of God Hawkesbury District Health Campus Limited** (ACN 608 054 379) in accordance with s127 of the *Corporations Act 2001* (Cth) by:

sign here ▶ _____
Company Secretary/Director

sign here ▶ 

Director

print name _____

print name **BRIAN MICHAEL RYNE**