



Second 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: lisa.yesuratnam@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 On 29 December 2022 the parties entered into an amending deed in which the parties agreed to amend the Principal Agreement in the manner set out in clause 2 of that deed.
- 3 The parties agree to amend the Principal Agreement in the manner set out in clause 2 of this deed.

This deed witnesses as follows:



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 two years commencing on 1 July 2022 and expiring on 30 June 2024.
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- (b) Clause 2.2 of the Principal Agreement is deleted and replaced with the following:

'2.2 Expiry of Extended Term

*(a) The parties acknowledge and agree that the Operator will transition services back to NBMLHD in accordance with its obligations under the Services Agreement (but subject to paragraph (b) below) by no later than 30 June 2024, with the exception of any services that the parties agree, in writing, are to be continued for a defined period of not more than a further 6 months (ending 31 December 2024), in order to facilitate the transition of services back to NBMLHD (**Transition Period**).*

(b) The parties agree to act collaboratively and expeditiously in order to reach agreement on, and implement, arrangements necessary to ensure the smooth and timely transition of the facility and services to the State.'



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.



HERBERT
SMITH
FREEHILLS


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 Lee Gregory _____

print name Kyle Sparkes _____

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 _____