Schedule 13 – Form of Bond (clause 12.7)

This deed poll (**Bond**) made the day of 20

In favour of: **Health Administration Corporation (ABN 45 100 538 161)**, a corporation sole constituted under section 9 of the *Health Administration Act 1982* (NSW) (**HAC** and, together with the NSLHD, the **State**)

Northern Sydney Local Health District (ABN 63 834 171 987) (**NSLHD** and, together with HAC, the **State)**

Given by: (**Issuer**)

Recitals

A By a deed dated [*Insert*] 2014 entitled 'Project Deed – Northern Beaches Hospital' (**Project Deed**) between, among others, [*Insert Operator name*] (**Operator**) and the State, the Operator agreed to, amongst other things, provide certain clinical services at, and design, construct and commission, the Northern Beaches Hospital.

B Under the provisions of the Project Deed, the Operator is required to procure the provision of this Bond to the State.

This deed poll provides as follows:

1. The Issuer unconditionally and irrevocably undertakes and covenants to pay to the State on written demand without reference to the Operator and notwithstanding any notice given by the Operator to the Issuer not to do so, any sum or sums which may from time to time be demanded in writing by the State to a maximum aggregate sum of [$[ ]].

2. The Issuer's liability under this Bond will be a continuing liability and will continue until the earlier of the date:

   (a) on which payment is made under this Bond of the maximum aggregate sum;

   (b) on which the State notifies the Issuer in writing that this Bond is no longer required; or

   (c) occurring [ ] years after the date of this Bond.

3. The liability of the Issuer under this Bond will not be discharged or impaired by reason of any change or changes (with or without the knowledge or consent of the Issuer) in any of the stipulations or provisions of the Project Deed or acts or things to be executed, performed or done under the Project Deed or by reason of any breach or breaches of the Project Deed by the Operator or the State.

4. The Issuer may at any time without being required to do so pay to the State the maximum aggregate sum less any amount or amounts it may previously have paid under this Bond or such lesser sum as may be required and specified by the State and thereupon the liability of the Issuer hereunder in respect of that amount paid shall immediately cease.

5. The State may not assign, grant a Security Interest over, or otherwise dispose of all or any benefit, right or interest under this Bond without the prior consent (not to be unreasonably withheld) of the Issuer, provided that the prior consent of the Issuer will not be required if the State assigns, grants a Security Interest over, or otherwise disposes of all or any benefit, right or interest under this

Bond consequent upon the assignment, grant of a Security Interest over, or disposal otherwise of all or any benefit, right or interest in the Project Deed pursuant to clause 86 of the Project Deed.

6. This Bond will be governed by and construed in accordance with the laws for the time being of New South Wales.

Executed as a deed poll.

[Signature of Issuer]