



HERBERT
SMITH
FREEHILLS

Deed

Junee Correctional Centre – Second Deed of Amendment and Extension

Commissioner of Corrective Services for and on
behalf of the Crown in right of the State of New
South Wales

(State)

and

The GEO Group Australia Pty Limited

(Operator)



Contents

Table of contents

1	Definitions, interpretation and deed components	2
	1.1 Definitions	2
	1.2 Interpretation	2
	1.3 Deed components	2
2	Amendments to the Management Agreement	2
	2.1 Amendments	2
	2.2 Confirmation	3
3	No entitlement to additional costs	3
4	Performance security	3
5	General	3
	Signing page	5

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Second Deed of Amendment and Extension

Date ► *15 December 2022*

Between the parties

State **Commissioner of Corrective Services for and on behalf of the Crown in right of the State of New South Wales**
Level 4 East, 219-241 Cleveland Street, Strawberry Hills NSW 2016
(ABN 32980170 687)
(State)

Operator **The GEO Group Australia Pty Limited**
Level 18, 44 Market Street, Sydney, NSW, 2000
(ABN 24051130600)
(Operator)

Recitals

- 1 The parties entered into the agreement entitled 'Management Agreement for Junee Correctional Centre' on 30 April 2009 and as subsequently amended and varied including on or about 30 November 2018, 5 February 2020 and 31 December 2021 **(Management Agreement)**.
- 2 The State wishes to extend the term of the Management Agreement pursuant to, and in the manner described in, this deed.

This deed witnesses as follows:



1 Definitions, interpretation and deed components

1.1 Definitions

- (a) The meanings of the terms used in this deed are set out below, unless the context otherwise requires:

Term	Meaning
Condition Precedent	Has the meaning given in clause 4(a).
Extension Date	has the meaning given in clause 2.1(a).

- (b) Capitalised terms used in this deed have the meaning given to them in the Management Agreement unless otherwise defined.

1.2 Interpretation

Clause 1 (*Interpretation*) of the Management Agreement is incorporated into this deed, as if it is set out in its entirety in this clause 1.2, except for the purpose of this deed references in that clause to 'this Agreement' shall be read as references to 'this deed'.

1.3 Deed components

This deed includes any schedule.

2 Amendments to the Management Agreement

2.1 Amendments

- (a) The parties agree that subject to the Condition Precedent being satisfied or waived by the State, the term of the Management Agreement is to be extended for an additional period of 12 months from 1 April 2024 (**Extension Date**).
- (b) The parties agree that:
- (1) the definition of 'Termination Date' (for the purposes of the Management Agreement) and 'Extension Period' (for the purposes of Schedule 21 of the Management Agreement) will be amended to replace the date 31 March 2024 with the date 31 March 2025;
 - (2) clause 3.3 of the Management Agreement is deleted; and
 - (3) Annexure 4 of Schedule 21 of the Management Agreement is deleted and replaced with Annexure 4 set out in Schedule 1 to this deed.



2.2 Confirmation

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

3 No entitlement to additional costs

The Operator acknowledges and agrees that nothing in this deed nor the amendments to the Management Agreement effected by clause 2 will constitute a Variation, a Change in Requirements, a Compensable Relief Event or a Relief Event for the purposes of the Management Agreement.

4 Performance security

- (a) It is a condition precedent to the commencement of the extension of the term under clause 2.1 that no later than 20 Business Days prior to the Extension Date, the Operator must replace the Performance Security held by the State (for the purposes of clause 29 of the Management Agreement) with a Performance Security that has an expiry date which is later than 20 Business Days after the Termination Date (as that date is extended in accordance with this deed) (the **Condition Precedent**).
- (b) The State may waive its right to require the satisfaction of the Condition Precedent.
- (c) Clause 4(a) does not limit the Operator's obligations under clause 29.2(c) of the Management Agreement.

5 General

5.1 No release

Nothing in this deed shall release the parties from their obligations and liabilities under the Management Agreement except to the extent expressly provided by this deed.

5.2 Further acts

Each party must promptly do all further acts, and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

5.3 Amendments not to affect validity, rights, obligations

- (a) The parties agree that each provision of the Management Agreement remains in full force and effect in accordance with its terms, except to the extent expressly varied by this deed.
- (b) Nothing in this deed:



- (1) affects the validity or enforceability of the Management Agreement except to the extent expressly provided by this deed;
- (2) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Management Agreement before the date of this deed; or
- (3) discharges, releases or otherwise affects any liability or obligation arising under the Management Agreement before the date of this deed.

5.4 Amendments

This deed may only be amended by a deed signed by or on behalf of each party.

5.5 Assignment, novation or transfer

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed other than in accordance with the Management Agreement.

5.6 Governing law and dispute resolution

This deed is governed by the law governing the Management Agreement and all disputes relating to or any way connected to this deed must be resolved in accordance with the dispute resolution procedures of the Management Agreement.

5.7 Counterparts

This deed may be executed in any number of counterparts which, taken together, will be deemed to constitute one and the same instrument.

5.8 Costs

Except as otherwise provided in this deed, each party must pay its own costs, duty and other expenses in connection with negotiating, preparing, executing and performing this deed.

5.9 Entire agreement

This deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.



HERBERT
SMITH
FREEHILLS

Signing page

Executed as a deed

State

Signed, sealed and delivered by
**COMMISSIONER OF CORRECTIVE
SERVICES**, for and on behalf of the Crown
in right of the State of New South Wales, in
the presence of:

A large black rectangular redaction box covering the signature of the Commissioner.

Commissioner

A large black rectangular redaction box covering the signature of the witness.

Witness (signature)

A large black rectangular redaction box covering the signature of the witness.

Witness (signature)

Operator

Signed sealed and delivered by
The GEO Group Australia Pty Limited
(ABN 24051130600)

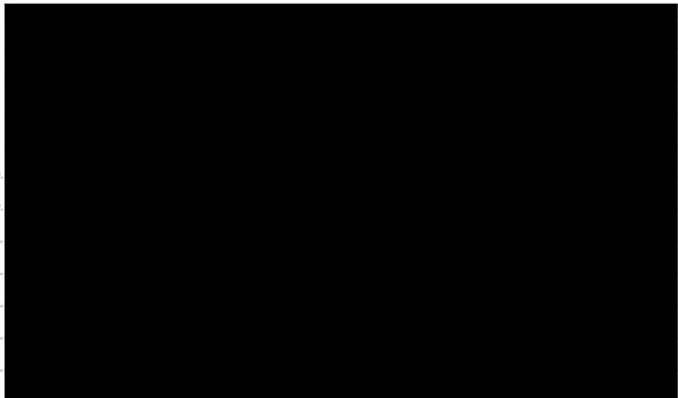
A large black rectangular redaction box covering the signature of the operator.



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SMITH
FREEHILLS

Schedule 1

Annexure 4 – Lifecycle Payment

Month after the Amendment Start Date	Lifecycle Payment \$ (2024-25, excluding GST)
April 2024	
May 2024	
June 2024	
July 2024	
August 2024	
September 2024	
October 2024	
November 2024	
December 2024	
January 2025	
February 2025	
March 2025	

