

Schedule 30 – Form of Bond

(clause 25.4(a))

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

In favour of: **Sydney Metro (Principal)**

Given by: _____ **(Issuer)**

OpCo:

ABN:

Security Amount \$

ABN:

Contract: SSTOM Project Deed between the Principal and OpCo dated.....

Contract Title: SSTOM Project Deed

Contract Number:

Other words and phrases in this Bond have the meanings given in the Contract.

Operative provisions

1. At the request of OpCo, and in consideration of the Principal accepting this Bond from the Issuer in connection with the Contract, the Issuer unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.
2. The Issuer unconditionally agrees that, if notified in writing by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Issuer will pay the Principal at once, without reference to OpCo and despite any notice from OpCo not to pay.
3. The Principal must not assign this Bond without the prior written agreement of the Issuer, which must not be unreasonably withheld.
4. This Bond continues until one of the following occurs:
 - (a) the Principal notifies the Issuer in writing that the Security Amount is no longer required;
 - (b) this Bond is returned to the Issuer; or
 - (c) the Issuer pays the Principal the whole of the Security Amount, or as much as the Principal may require overall.
5. At any time, without being required to, the Issuer may pay the Principal the Security Amount less any amounts previously paid under this Bond, and the liability of the Issuer will then immediately end.
6. This Bond is governed by the laws of the State of New South Wales.

Signed as a deed poll.

Signed sealed and delivered for [name of party]
under power of attorney in the presence of

Signature of attorney

Signature of witness

Name

Name

Date of power of attorney

Address of witness