



**NSW Treasury Corporation (TCorp)**  
Level 7, Deutsche Bank Place  
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**W:** tcorp.nsw.gov.au **ABN:** 99 095 235 825

20 February 2024

Mr Craig Blount  
NSW Department of Primary Industry – Fisheries  
Locked Bag 1,  
Nelson Bay NSW 2315

Dear Craig,

**TNSW-2024-1 Transport NSW for NSW Department of Primary Industry – Fisheries**

**Please find the signed Undertaking document attached for Transport NSW for NSW Department of Primary Industry – Fisheries, pursuant to the Guarantee Facility Agreement in place between NSW Treasury Corporation and Transport NSW dated 16 February 2000.**

When the Undertaking is no longer required, has been paid out or expires, please advise us.

Should you require any further information, please don't hesitate to contact me on +61 2 9325 9242.

Yours sincerely,

DocuSigned by:  
*Amanda Freeman*  
012C328E22FF4D5...

Amanda Freeman  
Client Services Manager

**F:** +61 2 9325 9242  
**E:** Amanda.freeman@tcorp.nsw.gov.au



**NEW SOUTH WALES TREASURY CORPORATION  
UNDERTAKING  
TNSW-2024-1**

To: **NSW Department of Primary Industry – Fisheries**  
Locked Bag 1, Nelson Bay  
NSW 2315 (the **Beneficiary**)

For: **Transport for NSW** ABN 18804239602  
231 Elizabeth Street  
Sydney NSW 2000 (the **Customer**)

New South Wales Treasury Corporation (**TCorp**) asks the Beneficiary to accept this Undertaking in relation to Kamay Ferry Wharves – to meet NSW Government Condition of Approval E19, the EPBC Act, and the NSW Fisheries policies.

In consideration of the Beneficiary accepting this Undertaking, TCorp undertakes unconditionally to pay the Beneficiary on twenty-four (24) hours prior written demand from time to time any sum or sums to an aggregate amount not exceeding **\$1,285,463.15** (one million, two hundred and eighty-five thousand, four hundred and sixty-three dollars and fifteen cents).

TCorp will pay this amount, or any parts of it, to the Beneficiary on demand without reference to the Customer and even if the Customer has given TCorp notice not to pay the money, and without regard to the performance or non-performance of the Customer or Beneficiary under the terms of the contract or agreement.

Any alterations to the terms of the contract or agreement or any extensions of time or any other forbearance by the Beneficiary or Customer will not impair or discharge TCorp's liability under this Undertaking.

This Undertaking commences on **21 February 2024**, and remains in force until the earliest of:

- The Beneficiary notifies TCorp in writing that the Undertaking is no longer required; and
- TCorp has paid the said aggregate amount or the balance outstanding to the Beneficiary and
- **31 December 2043**

Notwithstanding anything stated in this Undertaking, TCorp has the right to terminate the Undertaking at any time by paying the Beneficiary the aggregate amount or the balance outstanding, or any lesser amount that the Beneficiary may require.

This undertaking is governed by the laws of New South Wales.



Dated at Sydney on **20 February 2024**.

**SIGNED** on behalf of **NEW SOUTH WALES TREASURY CORPORATION**  
by its authorised signatories:

DocuSigned by:

A handwritten signature in black ink, appearing to read "Eva Alexandratos".

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.....  
Eva Alexandratos  
Head of General Government

DocuSigned by:

A handwritten signature in black ink, appearing to read "Roland Stephens".

450BFD7D97184F6...

.....  
Roland Stephens  
General Manager, Client Relationships