Schedule 1

FORM OF UNCONDITIONAL UNDERTAKING

(Clauses 1.1 and 12.1)

This Deed Poll (Undertaking) made the

day of

20

In favour of:

Roads and Maritime Services ("RMS")

Given by:

("Financial Institution")

Recitals

- A. By a deed dated [] (M5 West Widening Deed) between Interlink Roads Pty Ltd (ABN 53 003 845 430) ("Company"), RMS and the Minister for Roads and Ports, the Company agreed to carry out certain works.
- B. Under the provisions of the M5 West Widening Deed, the Company is required to provide this Undertaking to RMS.

Operative

- The Financial Institution unconditionally undertakes and covenants to pay to RMS on demand without reference to the Company and notwithstanding any notice given by the Company to the Financial Institution not to do so, any sum or sums which may from time to time be demanded in writing by RMS to a maximum aggregate sum of one million five hundred and fifty five thousand dollars (\$1,555,000).
- 2. The Financial Institution's liability under this Undertaking will be a continuing liability and will continue until payment is made under this Undertaking of the maximum aggregate sum or RMS notifies the Financial Institution that this Undertaking is no longer required.
- 3. The liability of the Financial Institution under this Undertaking will not be discharged or impaired by reason of any variation or variations (with or without the knowledge or consent of the Financial Institution) in any of the stipulations or provisions of the M5 West Widening Deed or acts or things to be executed, performed and done under the M5 West Widening Deed or by reason of any breach or breaches of the M5 West Widening Deed by the Company or RMS.
- 4. This Undertaking will be governed by and construed in accordance with the laws for the time being of the State of New South Wales.

Signed as a deed poll.

I certify that the attorney(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this [description of dealing, eg transfer] in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the attorney(s) named below who signed this [description of dealing, eg transfer] pursuant to the power of attorney specified.
Signature of witness	Signature of attorney(s)
	Attorney['s/s'] name(s)
Name of witness	Signing on behalf of
Address of witness	Power of attorney - Book
	- No