

**EXECUTION VERSION**

**SUPPLEMENTAL AGENCY AGREEMENT**

**5 MARCH 2015**

**U.S.\$10,000,000,000**

**QUEENSLAND TREASURY CORPORATION**

**EURO MEDIUM TERM NOTES**

**GUARANTEED BY THE TREASURER OF THE STATE OF QUEENSLAND**

**ON BEHALF OF**

**THE GOVERNMENT OF QUEENSLAND**

**ALLEN & OVERY**

**Allen & Overy LLP**

0015913-0000125 ICM:21061957.3

**THIS AGREEMENT** is made on 5 March 2015

**BETWEEN:**

1. **QUEENSLAND TREASURY CORPORATION**, a corporation sole constituted under the laws of the State of Queensland, Commonwealth of Australia, of Level 6, 123 Albert Street, Brisbane, Queensland 4000, Australia (the **Issuer**); and
2. **DEUTSCHE BANK AG, LONDON BRANCH**, a corporation domiciled in Frankfurt am Main, Germany, operating in the United Kingdom under branch number BR000005, acting through its London branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB (the **Agent**, which expression shall include any successor agent appointed in accordance with clause 23 of the Principal Agency Agreement);
3. **DEUTSCHE BANK LUXEMBOURG S.A.** of 2 boulevard Konrad Adenauer, L-1115 Luxembourg (the **Registrar**, which expression shall include any additional or successor registrar appointed in accordance with clause 23 of the Principal Agency Agreement);
4. **DEUTSCHE BANK LUXEMBOURG S.A.** of 2 boulevard Konrad Adenauer, L-1115 Luxembourg (together with the Agent and the Registrar, the **Paying Agents**, which expression shall include any additional or successor paying agent appointed in accordance with clause 23 of the Principal Agency Agreement);
5. **DEUTSCHE BANK AG, LONDON BRANCH** of Winchester House, 1 Great Winchester Street, London EC2N 2DB (together with the Registrar, the **Transfer Agents**, which expression shall include any additional or successor transfer agent appointed under clause 23 of the Principal Agency Agreement and **Transfer Agent** shall mean any of the Transfer Agents); and
6. **DEUTSCHE BANK AG, LONDON BRANCH** of Winchester House, 1 Great Winchester Street, London EC2N 2DB (the **Exchange Agent**, which expression shall include any successor exchange agent appointed under clause 23 of the Principal Agency Agreement).

**WHEREAS**

- (A) The parties to this Agreement entered into an amended and restated agency agreement dated 7 February 2013 (the **Principal Agency Agreement**) in respect of the Issuer's Medium Term Note Programme (the **Programme**).
- (B) The parties hereto have agreed to enter into this Agreement to effect certain modifications to the Principal Agency Agreement.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

Terms defined or construed in the Principal Agency Agreement shall bear the same meanings or construction when used in this Agreement. In the event of any inconsistency between definitions in the Principal Agency Agreement and this Agreement, the definition in this Agreement shall apply for the purposes of this Agreement.

## **2. AMENDMENTS TO THE PRINCIPAL AGENCY AGREEMENT**

Clause 25 (Communications) of the Principal Agency Agreement shall be deleted and replaced by the following new Clause 25:

### **“25 COMMUNICATIONS**

All communications shall be by telefax, email or letter delivered by hand or (but only where specifically provided in the Procedures Memorandum) by telephone. Each communication shall be made in English to the relevant party at the telefax number, email address, address or telephone number and, in the case of a communication by telefax, email or letter, marked for the attention of, or (in the case of a communication by telephone) made to, the person(s) from time to time specified in writing by that party to the other for the purpose. The initial telephone number, telefax number, email address and address of, and person(s) so specified by, each party are set out in Annexe D to the Procedures Memorandum.

A communication shall be deemed received (if by telefax) when an acknowledgement of receipt is received, (if by email) when sent if no message of non-delivery is received by the sender, (if by telephone) when made or (if by letter) on the seventh day after being mailed where sent by pre-paid mail (unless it has been established that such letter has not been received), in each case in the manner required by this clause 25. Every communication shall be irrevocable save in respect of any manifest or proven error therein.”

## **3. MISCELLANEOUS**

The provisions of clauses 29 and 30 of the Principal Agency Agreement shall also apply to this Agreement as if expressly incorporated into this Agreement and amended appropriately to refer to this Agreement.

## **4. EFFECTIVE DATE**

4.1 This Agreement supplements and should be read in conjunction with the Principal Agency Agreement. The amendments contemplated by this Agreement shall take effect from the date hereof. Save for the amendments to the Principal Agency Agreement expressly provided herein, all terms and conditions of the Principal Agency Agreement shall remain in full force and effect. The Principal Agency Agreement and this Agreement shall henceforth be read and construed together as one agreement.

4.2 Any Notes issued under the Programme on or after the date of this Agreement (other than any Notes to be consolidated and form a single series with any Notes issued under the Programme prior to the date of this Agreement) shall be issued pursuant to the Principal Agency Agreement as supplemented by this Agreement. The amendments contemplated by this Agreement do not affect any Notes issued under the Programme prior to the date of this Agreement.

**AS WITNESS** the hands of the duly authorised representatives of the parties hereto the day and year first before written.

**SIGNATORIES**

**The Issuer**

QUEENSLAND TREASURY CORPORATION

By:



*Philip Noble, Chief Executive*

**The Agent, Transfer Agent and Exchange Agent**

DEUTSCHE BANK AG, LONDON BRANCH

By:

By:

**The Registrar**

DEUTSCHE BANK LUXEMBOURG S.A.

By:

By:

**The Paying Agent**

DEUTSCHE BANK LUXEMBOURG S.A.

By:

By:

**SIGNATORIES**





**The Issuer**

QUEENSLAND TREASURY CORPORATION

By:



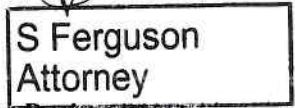
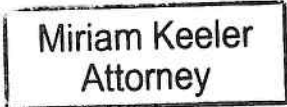
**The Agent, Transfer Agent and Exchange Agent**

DEUTSCHE BANK AG, LONDON BRANCH

By:  By:   
   
S Ferguson  
Vice President  
Miriam Keeler  
Director



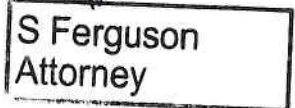
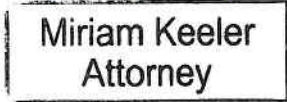
**The Registrar**

DEUTSCHE BANK LUXEMBOURG S.A.

By:  By:   
   
S Ferguson  
Attorney  
Miriam Keeler  
Attorney

**The Paying Agent**

DEUTSCHE BANK LUXEMBOURG S.A.

By:  By:   
   
S Ferguson  
Attorney  
Miriam Keeler  
Attorney