

CONFORMED COPY

DEED OF GUARANTEE

12 DECEMBER 2008

QUEENSLAND TREASURY CORPORATION

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

EURO MEDIUM TERM NOTE FACILITY

**GUARANTEED BY
THE TREASURER OF THE STATE OF QUEENSLAND ON BEHALF OF THE
GOVERNMENT OF QUEENSLAND**

ALLEN & OVERY

Allen & Overy LLP

15913-00094 ICM:7527319.5

THIS DEED OF GUARANTEE (this **Deed**) is made by THE HONOURABLE ANDREW FRASER in his capacity as THE TREASURER OF THE STATE OF QUEENSLAND ON BEHALF OF THE GOVERNMENT OF QUEENSLAND (the **Guarantor**).

WHEREAS:

- (A) Queensland Treasury Corporation, a corporation sole constituted by the Under Treasurer pursuant to the Statutory Bodies Financial Arrangements Act 1982, a public Act of the State of Queensland and continued in existence pursuant to the Queensland Treasury Corporation Act 1988, a public Act of the State of Queensland (the **Issuer**, which expression shall include any successor statutory body, constituted by an Act of the State of Queensland, which assumes the obligations of Queensland Treasury Corporation under the Notes (as defined below)), proposes to issue euro medium term notes (the **Notes**) under the Issuer's Euro Medium Term Note Facility (the **Facility**) pursuant to an Amended and Restated Agency Agreement dated 12 December 2008 (as amended, supplemented, novated or restated from time to time, the **Agency Agreement**) between the Issuer, Deutsche Bank AG, London Branch as Agent (the **Agent**) and the other agents named in it.
- (B) The Guarantor has agreed to guarantee the obligations of the Issuer under the Notes.
- (C) This Guarantee will apply in relation to all Notes issued under the Facility from the date hereof.
- (D) Terms defined in the Conditions of the Notes (the **Conditions**) set out in the Schedule of Forms dated 12 December 2008 (as it may be amended, supplemented, novated or restated from time to time) in respect of the Facility and in the Agency Agreement and not otherwise defined in this Deed shall have the same meaning when used in this Deed.

NOW THIS DEED WITNESSES as follows:

- 1. The Guarantor covenants and agrees with and for the benefit of each of the Noteholders (as defined in Clause 9 hereof) as follows:
 - (a) the Guarantor hereby absolutely, unconditionally and irrevocably guarantees in accordance with the provisions of this Deed payment when due of all amounts that are or may become payable by the Issuer on or in respect of each Note, including, without limitation, the principal and any premium, interest or additional amounts payable in respect of such Note in accordance with the Conditions, as amended and supplemented by the applicable Final Terms;
 - (b) if the Issuer shall fail to pay any such amount when due, the Guarantor shall pay such amount to the Noteholder on the due date and in the manner provided in the Conditions, as amended and supplemented by the applicable Final Terms, without notice or demand, in discharge of the Issuer's liability in respect thereof.
- 2. This Deed shall remain in full force and effect so long as any Note or Coupon is outstanding or any further Notes may be issued under the Facility or until all moneys guaranteed under this Deed have been fully and finally paid.
- 3. The obligations of the Guarantor hereunder shall be additional to, and not in substitution for, any security or other guarantee or indemnity at any time existing in respect of the Notes, whether given by the Guarantor or any other person.

4. This Deed shall continue to be fully effective, or shall be fully reinstated, as the case may be, if at any time any payment of the amount due under the Notes is avoided or must be restored by any Noteholder upon the bankruptcy, insolvency, liquidation or reorganisation of the Issuer or otherwise and, in any such event, each Noteholder concerned shall be entitled to recover such amount from the Guarantor.
5. This Deed and the obligations of the Guarantor hereunder shall be as if it were the principal debtor on each Note outstanding and not merely a surety, and shall not be affected or discharged by:
 - (a) any time, indulgence, waiver or consent at any time given to the Issuer;
 - (b) any amendment to or modification of any of the Conditions applicable to such Note made with the consent of the Guarantor;
 - (c) the making or absence of any demand on the Issuer or the Guarantor or any other person;
 - (d) the enforcement or absence of enforcement of such Note or any other security, indemnity or guarantee;
 - (e) the release of any other security, indemnity or guarantee;
 - (f) the dissolution, liquidation, insolvency, amalgamation, reconstruction, bankruptcy or reorganisation of the Issuer or any other person, or the assumption by any successor to the Issuer of the Issuer's obligations under such Note;
 - (g) the illegality, invalidity or unenforceability, or any defect in, any of the provisions of such Note or any of the obligations of the Issuer thereunder; or
 - (h) any other circumstances which would otherwise constitute a legal or equitable discharge of a surety or guarantor.
6. The Guarantor undertakes in favour of each Noteholder that, in relation to any payment to be made by it under this Guarantee, it will comply with Condition 7, to the extent that they apply to any payments in respect of the Notes, as if those provisions had been set out in full in this Guarantee and all references to the "Issuer" were deemed to be references to the "Guarantor" (except where those terms refer to the holder of a Note being an associate of the Issuer, or a party to or participating in a scheme to avoid duties and taxes, being a scheme which the Issuer was neither a party to, nor participated in, in which cases the references to the "Issuer" shall not be deemed to be references to the "Guarantor").
7. Whenever:
 - (a) any amount payable by the Guarantor in a currency (the **Relevant Currency**) is received or recovered by a Noteholder (the **Indemnified Party**) in a different currency (the **Payment Currency**) for any reason (including, without limitation, as a result of any judgment or order); and
 - (b) the amount actually received by the Indemnified Party after conversion of the amounts received by it in the Payment Currency into the Relevant Currency is less than the amount payable by the Guarantor in the Relevant Currency,

then the Guarantor shall as an independent obligation indemnify the Indemnified Party on demand against such deficiency; **provided, however**, that if the exchange rate at which such conversion was made was not reasonable in light of circumstances under which it was made, the foregoing indemnity shall be limited to the amount the deficiency would have been had such a reasonable exchange rate been used.

8. (a) This Deed and any non-contractual obligations arising out of or in connection with therewith shall be governed by, and construed in accordance with, the laws of England. The Guarantor hereby irrevocably agrees for the benefit of the Noteholders that the courts of England are to have jurisdiction to settle any disputes (including a dispute relating to any non-contractual obligations arising out of or in connection with this Deed) which may arise out of or in connection with this Deed and that accordingly any suit, action or proceedings (including any suit, action or proceedings relating to any non-contractual obligations arising out of or in connection with this Deed) (together **Proceedings**) arising out of or in connection with this Deed may be brought in such courts and waives any objection to Proceedings in such courts whether on the grounds that the Proceedings have been brought in an inconvenient forum or otherwise. In relation to Proceedings in England, the Guarantor hereby irrevocably appoints the Commissioner and Agent-General for Queensland at Queensland Government Trade & Investment Office, 25 Floral Street, Covent Garden, London WC2E 9DS to accept service of process on its behalf in England. Nothing in this Clause shall affect the right to serve process in any other manner permitted by applicable law.

To the fullest extent permitted by law, the Guarantor hereby waives irrevocably any immunity from jurisdiction (but not execution or attachment or process in the nature thereof) to which it might otherwise be entitled in any action based on this Deed which may be instituted in any competent court.

- (b) The Guarantor shall ensure that its obligations under this Deed will rank *pari passu* with all its other unsecured obligations.
9. This Deed shall enure to the benefit of each Noteholder. For the purposes of this Deed **Noteholders** means the several persons who are for the time being holders of outstanding Notes and shall, unless the context otherwise requires, include the Couponholders, save that, in respect of any Notes held in a clearing system, Noteholders means the several persons who have such Notes credited to their securities account with the relevant clearing system.
10. If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under any law of any applicable jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction shall in any way be affected or impaired thereby.
11. No failure to exercise nor any delay in exercising on the part of any Noteholder any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other right or remedy.
12. Any notice, request, demand or other communication to be given to or made upon the Guarantor under or relating to this Guarantee or the Notes shall be in writing and may be delivered by hand or sent by prepaid airmail to:

The Treasurer
Executive Building
100 George Street
Brisbane
Australia

Attention: The Under Treasurer

or such other address as the Guarantor may hereafter specify in writing from time to time.

13. Notices, requests, demands or other communication delivered or sent as aforesaid shall (unless it has been established that they have not been received) be deemed to have been received by the addressee on the date of delivery, where delivered by hand, or on the seventh day after being mailed, where sent by pre-paid mail.
14. The Guarantor will, so long as any Note is outstanding or any further Notes may be issued under the Facility, cause the original executed copy of this Guarantee to be held on behalf of the Noteholders entitled to the benefit thereof by the Agent for the time being appointed by the Issuer in relation to the Notes.

IN WITNESS WHEREOF this Deed has been executed as a deed and delivered as of 12 December 2008.

SIGNED SEALED AND DELIVERED
by the Treasurer of the State
of Queensland The Honourable Andrew Fraser
on behalf of the Government of
Queensland in the presence of:

ANDREW FRASER

Witness: MICHAEL DART
Name: MICHAEL DART
Address: 96 ALEXANDER ST.
 BAROW 4065