

BASE PROSPECTUS

Queensland Treasury Corporation

(A corporation constituted under the laws of the State of Queensland)

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**

Arranger

UBS Investment Bank

Dealers

**Australia and New Zealand Banking Group
Limited
ABN 11 005 357 522**

BofA Securities

Citigroup

**Commonwealth Bank of Australia
ABN 48 123 123 124**

Deutsche Bank

J.P. Morgan

**National Australia Bank Limited
ABN 12 004 044 937**

Nomura

RBC Capital Markets

TD Securities

UBS Investment Bank

**Westpac Banking Corporation
ABN 33 007 457 141**

The date of this Base Prospectus is 11 February 2020

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation. When used in this Base Prospectus, "Prospectus Regulation" means Regulation (EU) 2017/1129.

Queensland Treasury Corporation (the "Issuer" or the "Corporation" or "QTC") and the Government of Queensland (the "Guarantor" and, together the "Responsible Persons") accept responsibility for the information contained in this Base Prospectus. To the best of the knowledge and belief of the Responsible Persons (each having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Any notes issued under this U.S.\$10,000,000,000 Euro Medium Term Note Facility (the "Notes" and the "Facility" respectively) on or after the date of this Base Prospectus are issued subject to the provisions described herein. This does not affect any Notes issued prior to the date of this Base Prospectus.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "Documents incorporated by reference"). This Base Prospectus shall be read and construed on the basis that such documents are so incorporated and form part of this Base Prospectus.

Other than in relation to the documents which are deemed to be incorporated by reference (see "Documents incorporated by reference"), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the Commission de Surveillance du Secteur Financier (the "CSSF").

Subject as set out herein, this Base Prospectus and any supplement hereto will only be valid for issuing Notes of up to U.S.\$10,000,000,000 (or its equivalent in the other currencies provided for herein) outstanding at any one time, calculated by reference to the Exchange Rate prevailing at the Agreement Date (each as defined in the penultimate paragraph of "Form of the Notes") and otherwise on the basis specified in "Form of the Notes". The Notes will be issued on a continuing basis to one or more of the Dealers. Notes may be issued to persons other than Dealers. Dealers and such other persons are together referred to as "Dealers".

This Base Prospectus has been approved as a base prospectus by the CSSF, as competent authority under the Prospectus Regulation. The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or the Guarantor or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes.

The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer. Application has been made to the Luxembourg Stock Exchange for Notes issued under the Facility to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange.

This Base Prospectus (as supplemented at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the "EEA"). For these purposes, reference to the EEA includes the United Kingdom. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

References in this Base Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to trading on the Luxembourg Stock Exchange's regulated market and have been admitted to the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU) (as amended or superseded, the "MifID II").

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under "Conditions of the Notes") of Notes will be set out in a final terms document (the "Final Terms") which, with respect to Notes to be listed on the Luxembourg Stock Exchange, will be filed with the CSSF. Copies of Final Terms in relation to Notes to be listed on the Luxembourg Stock Exchange will also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

The Facility provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer (as defined below). The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

Each of the Issuer and the Guarantor has been rated AA+ by Standard & Poor's (Australia) Pty. Ltd. ("S&P"), Aa1 by Moody's Investors Service Pty Limited ("Moody's") and AA by Fitch Australia Pty. Ltd. ("Fitch"). S&P, Moody's and Fitch are established outside the European Union and have not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "CRA Regulation"). Ratings by S&P are endorsed by S&P Global Ratings Europe Limited, a credit rating agency established in the European Union and registered under the CRA Regulation, ratings by Moody's are endorsed by Moody's Investors Service Ltd., a credit rating agency established in the United Kingdom and registered under the CRA Regulation and ratings by Fitch are endorsed by Fitch Ratings Limited, a credit rating agency established in the United Kingdom and registered under the CRA Regulation. A list of registered credit rating agencies is available on the European Securities and Markets Authority ("ESMA") website at www.esma.europa.eu/supervision/credit-rating-agencies/risk (list last updated on 14 November 2019). Notes issued under the Facility may be rated or unrated by any one or more of the rating agencies referred to above. Where a Tranche of Notes is rated at the request of the Issuer, such rating will be specified in the applicable Final Terms and will not necessarily be the same as the rating assigned to the Issuer or the Guarantor by the relevant rating agency. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act 2001 of Australia (the "Corporations Act") and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. This Base Prospectus may not be distributed to anyone who is not such a person and any person who receives this Base Prospectus is advised that they must not distribute it to any person who is not entitled to receive it.

Amounts payable on Floating Rate Notes will be calculated by reference to one of LIBOR or EURIBOR as specified in the relevant Final Terms. As at the date of this Base Prospectus, the administrators of LIBOR (ICE Benchmark Administration Limited) and EURIBOR (European Money Markets Institute) are included in ESMA's register of administrators under Article 36 of Regulation (EU) No. 2016/1011 (the "Benchmarks Regulation").

An investment in Notes issued under the Facility involves certain risks. For a discussion of these risks see "Risk factors".

The Dealers specified on page 9 (the "Dealers", which expression shall include any additional Dealers appointed under the Facility from time to time) have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness of the information contained in this Base Prospectus, or any further information supplied in connection with the Notes.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other financial statements or further information supplied in connection with the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by either the Issuer or any of the Dealers.

Neither this Base Prospectus nor any other financial statements nor any further information supplied in connection with the Notes shall be considered as a recommendation by either the Issuer, the Guarantor or any of the Dealers that any recipient of this Base Prospectus or any financial statements or any further information supplied in connection with the Notes should purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and/or the Guarantor. None of this Base Prospectus, any other financial statements or any further information supplied in connection with the Notes constitute an offer or invitation by or on behalf of the Issuer or the Dealers or any of them to any person to subscribe for or to purchase any of the Notes.

The delivery of this Base Prospectus does not at any time imply that the information contained herein concerning the Issuer and/or the Guarantor is correct at any time subsequent to the date hereof or that any other financial statements or any further information supplied in connection with the Notes is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial or other condition or affairs of the Issuer or the Guarantor during the life of the Facility. Investors should review, inter alia, the most recent financial statements of the Issuer when deciding whether or not to purchase any Notes issued under the Facility.

The distribution of this Base Prospectus and the offer or sale of the Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Base Prospectus or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of the Notes in the United States of America, the EEA (including the United Kingdom), Australia, Japan, Canada, Hong Kong (as defined below), New Zealand, Singapore and the People's Republic of China (see below and "Subscription and Sale").

This Base Prospectus has been prepared on the basis that any Notes with a denomination of less than €100,000 (or its equivalent in any other currency) will (i) only be admitted to trading on an EEA regulated market as defined in MifID II, or a specific segment of an EEA regulated market, to which only qualified investors (as defined in the Prospectus Regulation) can have access (in which case they shall not be offered or sold to non-qualified investors) or (ii) only be offered to the public in a Member State of the EEA and the United Kingdom pursuant to an exemption under Article 1(4) of the Prospectus Regulation (each, a "Relevant State"). Accordingly, any person making or intending to make an offer of Notes in that Relevant State may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (a) has sufficient knowledge and experience to make a meaningful evaluation of an investment in the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or in any applicable Final Terms;*
- (b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;*
- (c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;*
- (d) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant financial markets; and*
- (e) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.*

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Notes are legal investments for it, (2) the Notes can be used as collateral for various types of borrowings and (3) any other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms in respect of any Notes may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue of Notes about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "Product Governance Rules"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the Product Governance Rules.

PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE)

In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (as amended or modified, the "SFA") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), unless otherwise stated in the applicable Final Terms, all Notes shall be 'prescribed capital markets products' (as defined in the

Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in the Monetary Authority of Singapore (the "MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and the MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

U.S. INFORMATION

This Base Prospectus is being submitted on a confidential basis in the United States to a limited number of QIBs (as defined in "Form of the Notes") for informational use solely in connection with the consideration of the purchase of the Notes being offered hereby. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Notes in registered form may be offered or sold within the United States only to QIBs in transactions exempt from registration under the Securities Act. Each U.S. purchaser of Notes in registered form is hereby notified that the offer and sale of any Notes in registered form to it may be being made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A under the Securities Act ("Rule 144A").

Each purchaser or holder of Notes represented by a Rule 144A Global Note (as defined in "Form of the Notes") or any Notes issued in registered form in exchange or substitution therefor (together "Legended Notes") will be deemed, by its acceptance or purchase of any such Legended Notes, to have made certain representations and agreements intended to restrict the resale or other transfer of such Notes as set out in "Subscription and Sale" and "Transfer Restrictions". Unless otherwise stated, terms used in this paragraph have the meanings given to them in "Form of the Notes".

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

The Issuer is a corporation constituted under the laws of the State of Queensland, Australia. All of the officers and directors named herein reside outside the United States and all or a substantial portion of the assets of the Issuer and of such officers and directors are located outside the United States. As a result, it may not be possible for investors to effect service of process outside Australia upon the Issuer or such persons, or to enforce judgments against them obtained in courts outside Australia predicated upon civil liabilities of the Issuer or such directors and officers under laws other than Australian law, including any judgment predicated upon United States federal securities laws. Similar considerations also apply in the case of the Guarantor.

OTHER INFORMATION

All references to "U.S.\$" and "U.S. dollars" are to United States dollars, references to "euro" and "€" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended, references to "Yen" and "¥" are to Japanese yen, references to "sterling" and "£" are to pounds sterling, references to "\$", "A\$", "Australian \$" and "dollars" are to Australian dollars and reference to Renminbi, RMB and CNY are to the lawful currency of the People's Republic of China (the "PRC") which, for the purposes of this Base Prospectus, excludes the Hong Kong Special Administrative Region of the PRC ("Hong Kong"), the Macau Special Administrative Region of the PRC and Taiwan. As used herein, the term "United States" or "U.S." means the United States of America (including the States and the District of Columbia), its territories, its possessions (including the Commonwealth of Puerto Rico) and other areas subject to its jurisdiction, and the term "United States person" means a citizen or resident of the United States, a corporation, partnership or other entity created or organised in or under the laws of the United States or any political subdivision thereof or an estate or trust the income of which is subject to United States federal income taxation regardless of its source.

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STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions (in each case outside Australia and not on any market in Australia) with a view to supporting the market price of the Notes at level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

OVERVIEW OF THE FACILITY

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of listed Notes only and, if appropriate, a supplement to the Base Prospectus or a new base prospectus will be published.

This Overview constitutes a general description of the Facility for the purposes of the Article 25(1) of Commission Delegated Regulation (EU) No 2019/980 (the "Delegated Regulation").

Words and expressions defined in "*Conditions of the Notes*" below shall have the same meaning in this Overview:

Issuer: Queensland Treasury Corporation.

Issuer Legal Entity Identifier ("LEI"): 98INKCEEHOU5YJS0HQ88

Guarantor: The Treasurer on behalf of The Government of Queensland.

Risk Factors: There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Notes issued under the Facility. These are set out under "*Risk Factors*" below and include the impact a downturn in the Queensland economy may have on the Issuer, the risks related to the inability of the Issuer to access suitable funding markets when required, the exposure of the Issuer to counterparties in the financial services industry and/or the possibility that the Issuer suffers a loss. There are also certain factors that may affect the Guarantor's ability to fulfil its obligations under the Guarantee. These are also set out under "*Risk Factors*" below and include the impact a downturn in the Queensland economy, market volatility and recent market developments may have on the Guarantor. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Facility, these are set out under "*Risk Factors*" below and include, *inter alia*, market risks related to the Notes, including liquidity risk, exchange rate risk, interest rate risk and credit risk.

Arranger: UBS AG London Branch.

Dealers: Australia and New Zealand Banking Group Limited ABN 11 005 357 522
Citigroup Global Markets Limited
Commonwealth Bank of Australia ABN 48 123 123 124
Deutsche Bank AG, London Branch
J.P. Morgan Securities plc
Merrill Lynch International
National Australia Bank Limited ABN 12 004 044 937
Nomura International plc

RBC Europe Limited
The Toronto-Dominion Bank
UBS AG London Branch
Westpac Banking Corporation ABN 33 007 457 141.

Under the Distribution Agreement other institutions may be appointed as Dealers either in relation to the Facility as a whole or in relation to specific issues thereunder. Issues of Notes denominated in sterling are subject to certain restrictions, see "*General Information*".

Certain Restrictions:

Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*" and "*Transfer Restrictions*"), including the following restrictions applicable at the date of this Base Prospectus.

Notes with a maturity of less than one year

Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000, as amended (the "FSMA") unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see "*Subscription and Sale*".

Agent, Transfer Agent and Exchange Agent: Deutsche Bank AG, London Branch.

Amount: Up to U.S.\$10,000,000,000 (or its equivalent in other currencies at the time of agreement to issue) outstanding at any one time. Under the Distribution Agreement the nominal amount of the Notes outstanding under the Facility may be increased, subject to satisfaction of certain conditions set out therein.

Description: Continuously offered Euro Medium Term Notes.

Distribution: Notes will be distributed on a private or syndicated placement basis.

Currencies: U.S. dollars, euro, Yen, sterling, Australian dollars, Canadian dollars, New Zealand dollars, Hong Kong dollars, Norwegian kroner, Renminbi, Swedish kronor, Swiss francs and Danish kroner or such other currency or currencies as may be agreed with the relevant Dealer subject to any applicable legal or regulatory restrictions.

Maturities: Any maturity subject to such minimum or maximum maturity

as may be allowed or required from time to time by the relevant central bank (or equivalent body, however called) or any laws or regulations applicable to the relevant currency or the Issuer.

Issue Price: Notes may be issued at par or at a discount to, or premium over, par.

Fixed Rate Notes: Fixed interest will be payable in arrear on a specified date or dates in each year (as indicated in the applicable Final Terms) and on redemption, and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.

Floating Rate Notes: Floating Rate Notes will bear interest at a rate determined on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) or on the basis of a reference rate appearing on an agreed screen page of a commercial quotation service.

Other provisions in relation to Floating Rate Notes: Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer.

The Margin (if any) relating to such floating rate will be specified in the applicable Final Terms.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Zero Coupon Notes: Zero Coupon Notes will be offered and sold at a discount to their principal amount and will not bear interest other than in relation to interest due after the Maturity Date.

Low Interest (discount) Notes: Low Interest (discount) Notes will be offered and sold at a discount to their principal amount and will bear interest at a rate lower than would otherwise be payable if they were issued at or about par.

High Interest (premium) Notes: High Interest (premium) Notes will be offered and sold at a premium to their principal amount and will bear interest at a rate higher than would otherwise be payable if they were issued at or about par.

Benchmark Discontinuation: In the case of Floating Rate Notes, if the Issuer determines that a Benchmark Event has occurred, the relevant benchmark or screen rate may be replaced by a Successor Rate or, if there is no Successor Rate but the Issuer determines there is an Alternative Rate (acting in good faith, in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an

Independent Adviser), such Alternative Rate. An Adjustment Spread may also be applied to the Successor Rate or the Alternative Rate (as the case may be), together with any Benchmark Amendments (which in the case of any Alternative Rate, any Adjustment Spread (unless formally recommended or provided for) and any Benchmark Amendments shall be determined by the Issuer, acting in good faith, in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser). For further information, see Condition 4.4.

Redemption:

The Final Terms applicable to each issue of Notes will indicate either that the Notes of that issue cannot be redeemed prior to their stated maturity, except for taxation reasons or following an Event of Default, or that such Notes will be redeemable at the option of the Issuer and/or at the option of the holder(s) of such Notes upon giving not less than 30 nor more than 60 days' irrevocable notice to the relevant Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be indicated in the applicable Final Terms. The Notes will only be redeemed at an amount other than 100 per cent. of their nominal amount in the case of certain Zero Coupon Notes.

Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see "*Certain Restrictions — Notes with a maturity of less than one year*" above.

Form of the Notes:

The Notes will be issued in bearer or registered form as set out in the applicable Final Terms. Registered Notes will not be exchangeable for Bearer Notes and *vice versa*.

Denominations of definitive Notes:

Such denominations as may be agreed between the Issuer and the relevant Dealer and as indicated in the applicable Final Terms save that the minimum denomination of each Note will be such minimum denomination as may be allowed or required from time to time by the relevant central bank (or equivalent body, however called) or any laws or regulations applicable to the relevant currency or the Issuer, see "*Certain Restrictions — Notes with a maturity of less than one year*" above and save that the minimum denomination of each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent in such other currency), unless the Notes will (i) only be admitted to trading on an EEA regulated market (as defined in MiFID II), or a specific segment of the EEA regulated market, to which only qualified investors (as defined in the Prospectus Regulation) can have access (in which case they shall not be offered or sold to non-qualified investors), or (ii) only be offered to the public in an EEA Member State pursuant to an exemption under Article 1(4) of the Prospectus Regulation. For these purposes, reference to the EEA includes

the United Kingdom.

- Taxation:** All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed within Australia, subject as provided in Condition 7. In the event that any such deduction is made, the Issuer or, as the case may be, the Guarantor will, save in certain limited circumstances provided in Condition 7, be required to pay additional amounts to cover the amounts deducted.
- Status of the Notes:** The Notes will constitute direct unsubordinated and unsecured obligations of the Issuer and, save for certain securities referred to in Condition 3, will rank *pari passu* with all other direct and general unsecured obligations (other than subordinated obligations, if any) of the Issuer for borrowed money.
- Guarantee:** The Guarantor will guarantee the payment when due of all amounts that are or may become payable by the Issuer on or in respect of the Notes. The Guarantee will be a direct and unconditional obligation of the Guarantor. All moneys payable by the Guarantor under the Guarantee will be a charge upon, and will be paid out of, the Consolidated Fund of the State of Queensland which will be to the extent necessary appropriated accordingly, and the Guarantee will rank *pari passu* with all of the Guarantor's other unsecured obligations.
- Cross default:** The Notes will contain a cross default in relation to the due payment of principal in respect of any indebtedness for borrowed money or under any guarantee in respect of any indebtedness for borrowed money in each case in excess of U.S.\$10,000,000 (or its equivalent in any other currency or currencies).
- Rating:** Each of the Issuer and the Guarantor has been rated AA+ by Standard & Poor's (Australia) Pty. Ltd. ("S&P"), Aa1 by Moody's Investors Service Pty Limited ("Moody's") and AA by Fitch Australia Pty. Ltd. ("Fitch"). S&P, Moody's and Fitch are established outside the European Union and have not applied for registration under the Regulation (EC) No. 1060/2009 (as amended) (the "CRA Regulation"). Ratings by S&P are endorsed by S&P Global Ratings Europe Limited, a credit rating agency established in the European Union and registered under the CRA Regulation, ratings by Moody's are endorsed by Moody's Investors Service Ltd., a credit rating agency established in the United Kingdom and registered under the CRA Regulation and ratings by Fitch are endorsed by Fitch Ratings Limited, a credit rating agency established in the United Kingdom and registered under the CRA Regulation. A list of registered credit rating agencies is available on the European Securities and Markets Authority ("ESMA") website at www.esma.europa.eu/supervision/credit-rating-agencies/risk (list last updated on 14 November 2019).

Notes issued under the Facility may be rated or unrated by any

one or more of the rating agencies referred to above. Where a Tranche of Notes is rated at the request of the Issuer, such rating will be specified in the applicable Final Terms and will not necessarily be the same as the rating assigned to the Issuer or the Guarantor by the relevant rating agency. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

- Listing and admission to trading: Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for Notes issued under the Facility to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Notes may also be listed on such other or further stock exchange(s) as may be agreed by the Issuer and the relevant Dealer in relation to each Series. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.
- Governing law: The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law.
- Selling Restrictions: There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA (including the United Kingdom), Japan, Australia, Canada, Hong Kong, New Zealand, Singapore and the PRC and such other restrictions as may be required in connection with the offering and sale of a particular Series of Notes, see "*Subscription and Sale*" and "*Transfer Restrictions*".

RISK FACTORS

Each of the Issuer and the Guarantor believes that the following factors may affect the Issuer's and the Guarantor's ability to fulfil their respective obligations in respect of the Notes issued under the Facility. Most of these factors are contingencies which may or may not occur and neither the Issuer nor the Guarantor is in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Facility are also described below.

Each of the Issuer and the Guarantor believes that the factors described below represent the principal risks inherent in investing in the Notes issued under the Facility, but the inability of the Issuer or the Guarantor to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer or the Guarantor based on information currently available to them or which they may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and the documents incorporated by reference and reach their own views prior to making any investment decision.

Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Facility

A downturn in the Queensland economy could have an impact on the Issuer's ability to fulfil its obligations under Notes issued under the Facility

The Issuer derives the majority of its income from interest income derived from its on-lendings to Queensland state governmental bodies. The ability of these bodies to make principal and interest payments may be impacted by any materially adverse changes in the Queensland economy. If these bodies were unable to fulfil their obligations to make payments of principal and interest on on-lent funds, this may have an adverse impact on the Issuer's ability to fulfil its obligations under Notes issued under the Facility.

The Issuer may be unable to access suitable funding markets when required or it may suffer a significant loss of capital

The Issuer may be unable to access suitable funding markets when required

The most likely impact of this risk would be that the Issuer may have a delay in accessing appropriate funding markets. In the worst case, the Issuer may be unable to refinance significant loans or Notes becoming due.

The Issuer may suffer a significant loss of capital

The most likely impact of this risk would be that the Issuer may suffer a loss as a result of market changes adversely affecting any positions that it may have taken.

Soundness of Financial Institutions

QTC's exposure to counterparties in the financial services industry is relatively significant. This exposure mainly arises through its funding in the capital market and investment activities. These counterparties mainly include commercial banks and investment banks. Many of these relationships expose QTC to credit risk in the event of default of a counterparty. In addition, QTC's credit risk may

be exacerbated when the collateral it holds is not sufficient, cannot be realised upon or is liquidated at prices not sufficient to recover the full amount of the loan or derivative exposure it is due. Many of the hedging and other risk management strategies utilised by QTC also involve transactions with financial services counterparties. The weakness or insolvency of these counterparties may impair the effectiveness of the QTC hedging and other risk management strategies.

Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Facility and/or the Guarantor's ability to fulfil its obligations under the Guarantee

Disruption of technology systems or breaches of data security may adversely impact the Issuer and/or the Guarantor's operations, reputation and financial position

Many of the day-to-day operations of the Issuer and Guarantor are computer-based, and therefore the reliability and security of the Issuer and Guarantor's information technology systems and infrastructure are essential. Technology risk may arise from events including a failure of these systems to operate effectively, an inability to restore or recover such systems in acceptable timeframes, a breach of data security, or other form of cyber-attack. These events may be wholly or partially beyond the control of the Issuer and the Guarantor. Such events may result in disruption to operations, reputation damage, litigation, loss or theft of data, or regulatory investigations and penalties. This may adversely impact the Issuer and the Guarantor's financial performance and position.

Climate-related events could adversely affect the Issuer and the Guarantor

Climate change may present risks arising from extreme weather events, such as, but not limited to, severe storms, cyclones, floods, rising sea levels, drought and fires. In recent years, extreme La Niña weather patterns and tropical cyclones have caused flooding and significant infrastructure and property damage over large parts of the State of Queensland, and persistent drought conditions have effected crop production and livestock, as well as increased the intensity and frequency of bushfires. The economic and financial implications of such events may adversely impact the Issuer's and Guarantor's financial performance and position and ultimately have an adverse impact on the Issuer's ability to fulfil its obligations under Notes and/or the ability of the Guarantor to fulfil its obligations under the Guarantee.

Factors that may affect the Guarantor's ability to fulfil its obligations under the Guarantee

To understand the ways in which the Guarantor endeavours to protect against certain of the risks summarised below, see the discussion below under "*Queensland Economy*".

A downturn in the economy of Queensland or Australia could have an impact on the Guarantor's ability to fulfil its obligations under the Guarantee

The Guarantor guarantees the payment of principal and interest when due on the Notes. The Guarantor relies to a large extent on personal and corporate income taxes and goods and services taxes and grants from the Commonwealth of Australia to meet its funding obligations. The Guarantor's main sources of revenue are transfers from the Commonwealth (Goods and Services Taxation revenue) and State taxation revenue. As most of these revenues are economy based, a material adverse change in the Queensland economy could result in decreased tax revenues. In addition, a material adverse change in the economy of Australia could affect the amount of transfer payments that the Guarantor receives. Either of these events could ultimately adversely affect the ability of the Guarantor to fulfil its obligations under the Guarantee.

Ongoing Market Volatility and Recent Market Conditions

The Queensland economy is affected by current global economic conditions, including regional and international rates of economic growth. Downturns in the global economy may lead to increased market volatility and decreased consumer confidence. The potential impact of such global economic pressure on the Guarantor is uncertain. There can be no assurance that the Queensland economy will grow in a prolonged negative global economic climate.

Any slowdown in the growth of the Chinese economy, given that China is Queensland's largest export destination, could affect the Guarantor. In addition, the State of Queensland exports various primary products, including commodities, coal, liquefied natural gas and beef, and the prices for some of those exports are driven by global forces. Changes in global political conditions, such as the 'Brexit' referendum in the United Kingdom on 23 June 2016 (and the related negotiations with the European Union), potential changes in U.S. economic policies under the Trump administration and on-going trade tensions with China and the EU, and continued or escalated conflict in the Middle East, North Korea or elsewhere in the world have the potential to lead to extended periods of increased political and economic uncertainty and volatility in the global financial markets.

These factors, particularly should current conditions begin to deteriorate, could materially and adversely affect the markets in ways that are difficult to predict or effectively manage. This in turn could adversely affect QTC's business, financial condition and results of operations, as well as the Guarantor.

FACTORS THAT INVESTORS SHOULD CONSIDER WHEN ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE FACILITY

A range of Notes may be issued under the Facility. A number of these Notes may have features which contain particular risks for potential investors.

Risks applicable to the Structure of a particular issue of Notes

Notes subject to optional redemption by the Issuer may limit the market value of those Notes

The applicable Final Terms may indicate that the relevant Notes are redeemable at the Issuer's option on or after a specified date prior to their stated maturity at a specified price or prices (which may include a premium), together with accrued interest to the date of redemption. An optional redemption feature of Notes may limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference

rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

Future discontinuance of LIBOR may adversely affect the value of Floating Rate Notes which reference LIBOR, and other regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"

Interest rates and indices, such as LIBOR and EURIBOR, which are deemed to be benchmarks, are the subject of recent international and national regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a benchmark.

Regulatory reforms, such as the Benchmarks Regulation could have a material impact on any Notes linked to or referencing a "benchmark", in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of any such regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the "benchmark".

More broadly, any of the international or national reforms (including those announced in relation to LIBOR and the application of any similar reforms to other "benchmarks"), or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark"; or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to or referencing a "benchmark".

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation and other such reforms in making any investment decision with respect to any Notes linked to or referencing a "benchmark".

Investors should be aware that in the case of Floating Rate Notes, the conditions of the Notes provide for certain fallback arrangements in the event that a published benchmark, including an inter-bank offered rate such as LIBOR or EURIBOR or other relevant reference rates ceases to exist or be published or another Benchmark Event occurs. These fallback arrangements include the possibility that the Rate of Interest could be determined by reference to a Successor Rate or an Alternative Rate and that an Adjustment Spread may be applied to such Successor Rate or Alternative Rate as a result of the replacement of the relevant benchmark or screen rate (as applicable) originally specified with the Successor Rate or the Alternative Rate (as the case may be), together with the making of certain Benchmark Amendments to the conditions of such Notes, which in the case of any Alternative Rate, any Adjustment Spread (unless formally recommended or provided for) and any Benchmark

Amendments shall be determined by the Issuer (acting in good faith, in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser). Any Adjustment Spread that is applied may not be effective to reduce or eliminate economic prejudice to investors. The use of a Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) is also still likely to result in any Notes linked to or referencing a benchmark performing differently (which may include payment of a lower Rate of Interest) than they would if the relevant benchmark were to continue to apply in its current form.

In certain circumstances the ultimate fallback for the purposes of calculation of interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page or, if applicable, the initial Rate of Interest applicable to such Notes on the Interest Commencement Date. In addition, due to the uncertainty concerning the availability of any Successor Rate or Alternative Rate, any determinations that may need to be made by the Issuer and the involvement of any Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a material adverse effect on the value or liquidity of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Notes. Investors should consider these matters when making their investment decision with respect to the relevant Floating Rate Notes.

Risks relating to Notes denominated in Renminbi

Set out below is a description of the principal risks which may be relevant to an investor in Notes denominated in Renminbi ("Renminbi Notes"):

Renminbi is not completely freely convertible, there are significant restrictions on the remittance of Renminbi into and out of the PRC and the liquidity of investments in Renminbi Notes is subject to such restrictions

Renminbi is not completely freely convertible as of the date of this Base Prospectus. The government of the PRC (the "PRC Government") continues to regulate conversion between Renminbi and foreign currencies despite significant reduction in the control by the PRC Government in recent years over trade transactions involving the import and export of goods and services, as well as other frequent routine foreign exchange transactions. These transactions are known as current account items. Participating banks in Hong Kong and a number of other jurisdictions (the "Applicable Jurisdictions") have been permitted to engage in the settlement of current account trade transactions in Renminbi; however, remittance of Renminbi into and out of the PRC for the settlement of capital account items, such as capital contributions, debt financing and securities investment, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into and out of the PRC for settlement of capital account items are (as of the date of this Base Prospectus) being developed.

Although Renminbi was added to the Special Drawing Rights basket of currencies, in addition to the U.S. dollar, euro, Yen and sterling, created by the International Monetary Fund as an international reserve asset in 2016 and policies further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were implemented by The People's Bank of China (the "PBoC") in 2018, there is no assurance that the PRC Government will continue to liberalise control over cross-border remittance of Renminbi in the future or that new regulations in the PRC will not be

promulgated that have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that funds cannot be repatriated outside the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under Renminbi Notes.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of Renminbi Notes and the Issuer's ability to source Renminbi outside the PRC to service Renminbi Notes

As a result of the restrictions imposed by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited.

As at the date of this Base Prospectus, licensed banks in Singapore and Hong Kong may offer limited Renminbi-denominated banking services to Singapore residents, Hong Kong residents and specified business customers. While the PBoC has entered into agreements on the clearing of Renminbi business (the "Settlement Agreements") with financial institutions in a number of financial centres and cities (each, an "RMB Clearing Bank"), including, but not limited to, Hong Kong, and is in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions, the size of Renminbi denominated financial assets outside the PRC is limited.

Renminbi business participating banks do not have direct Renminbi liquidity support from the PBoC. The relevant RMB Clearing Bank only has access to onshore liquidity support from the PBoC for the purpose of settling open positions of participating banks for limited types of transactions. The relevant RMB Clearing Bank is not obliged to settle for participating banks any open positions resulting from other foreign exchange transactions or conversion services. Where onshore liquidity support from the PBoC is not available, the participating banks will need to source Renminbi from outside the PRC to settle such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Agreements will not be terminated or amended so as to have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of investments in Renminbi Notes. To the extent that the Issuer is required to source Renminbi outside the PRC to service Renminbi Notes, there is no assurance that the Issuer will be able to source Renminbi on satisfactory terms, if at all.

Although the Issuer's primary obligation is to make all payments with respect to Renminbi Notes in Renminbi, where a RMB Currency Event is specified in the applicable Final Terms, in the event the Issuer determines, while acting in good faith, that one of RMB Inconvertibility, RMB Non-Transferability or RMB Illiquidity (each as defined in Condition 6.7) has occurred, as a result of which, the Issuer is unable to make any payment in respect of Renminbi Notes in Renminbi, the terms of such Renminbi Notes will permit the Issuer to make payment in U.S. dollars (or such other currency as may be specified in the Final Terms) converted using the Spot Rate for the relevant Determination Date, all as provided in Condition 6.7. The value of these Renminbi payments in U.S. dollar terms may vary with the prevailing exchange rates in the market place.

An investment in Renminbi Notes is subject to exchange rate risks

The value of the Renminbi against the U.S. dollar and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions and by many other factors. On 11 December 2015, the China Foreign Exchange Trade System (the "CFETS"), a sub-institutional organisation of the PBoC, published the CFETS Renminbi exchange rate index for the first time, which weighs the Renminbi based upon 13 currencies, to guide the

market in order to measure the Renminbi exchange rate. Such change and others that may be implemented, may increase the volatility in the value of the Renminbi against other currencies. All payments of interest and principal with respect to Renminbi Notes will be made in Renminbi unless a RMB Currency Event is specified in the applicable Final Terms, and a RMB Currency Event occurs, in which case payment will be made in U.S. dollars. As a result, the value of these Renminbi payments in U.S. dollars or other foreign currency terms may vary with the prevailing exchange rates in the marketplace. If the value of the Renminbi depreciates against the U.S. dollar or other applicable foreign currencies, then the value of any investment in Renminbi Notes in terms of the U.S. dollar or other applicable foreign currency will decline.

An investment in fixed rate Renminbi Notes is subject to interest rate risks

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. If a Renminbi Note carries a fixed interest rate, then the trading price of such Renminbi Notes will vary with fluctuations in Renminbi interest rates. If an investor in Renminbi Notes tries to sell such Renminbi Notes before their maturity then they may receive an offer that is less than the amount invested.

Payments in respect of Renminbi Notes will be made to investors in the manner specified in the Conditions

Investors might be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong or such other RMB Settlement Centre(s) as may be specified in the applicable Final Terms. All Renminbi payments to investors in respect of Renminbi Notes will be made solely: (i) for so long as Renminbi Notes are represented by Global Notes held with the common depositary for Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking, S.A. ("Clearstream, Luxembourg"), by transfer to a Renminbi bank account maintained in Hong Kong or any such other RMB Settlement Centre(s) in accordance with prevailing Euroclear and/or Clearstream, Luxembourg rules and procedures, or (ii) for so long as Renminbi Notes are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong or such other RMB Settlement Centre(s) in accordance with prevailing rules and regulations. Other than as described in Condition 6.7, the Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

There might be PRC tax consequences with respect to investment in Renminbi Notes

In considering whether to invest in Renminbi Notes, investors should consult their individual tax advisers with regard to the application of PRC tax laws to their particular situation, as well as any tax consequences arising under the laws of any other tax jurisdictions. The value of the Noteholder's investment in Renminbi Notes may be materially and adversely affected if the Noteholder is required to pay PRC tax with respect to acquiring, holding or disposing of and receiving payments under those Renminbi Notes.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Modification may adversely affect the interest of holders of the Notes

The conditions of the Notes contain provisions for calling meetings of the holders of the Notes to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders of the Notes, including holders of the Notes who did not attend and vote at the relevant meeting and holders of the Notes who voted in a manner contrary to the majority.

The conditions of the Notes also provide that the Issuer and the Agent may, without the consent of holders of the Notes, agree to any modification to any of the provisions of the Agency Agreement and the Notes which is of a formal, minor or technical nature or which is made to correct a manifest or proven error.

Any change of law may adversely impact the Notes

The conditions of the Notes are governed by English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact on the Notes of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus.

Trading in the clearing systems

In relation to any issue of Notes which have a specified minimum denomination and higher integral multiples of another smaller amount, should definitive Notes be required to be issued, a holder who holds less than the minimum denomination in his account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the specified minimum denomination such that its holding amounts to the minimum denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the specified minimum denomination in his account with the relevant clearing system at the relevant time may not receive his entitlement in the form of definitive Notes unless and until such time as his holding equals the minimum denomination or any higher permitted denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the specified minimum denomination may be illiquid and difficult to trade.

Risks related to the market generally

Set out below is a brief description of the principal market risks related to the Notes, including liquidity risk, exchange rate risk, interest rate risk and credit risk.

Illiquidity may have an adverse effect on the market value of Notes

The Notes may have no established trading market when issued, and one may never develop. If a market does develop for the Notes, it may not be very liquid and investments in Notes may trade at a discount to their initial offering price depending on prevailing interest rates, market for similar securities, general economic conditions and the Issuer's and/or Guarantor's financial condition. Therefore, investors may be unable to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have an adverse effect on the market value of Notes.

Exchange rate risks and exchange controls may adversely affect an investor's return on the Notes

The Issuer will pay principal and interest on the Notes and the Guarantor will make any payments under the Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency other than the Specified Currency. These include the risk that exchange rates may significantly change, including changes due to depreciation or appreciation of the Specified Currency relative to the investor's currency, and the risk that authorities with jurisdiction over the investor's currency may impose or

modify exchange controls. An appreciation in the value of the investor's currency relative to the Specified Currency would decrease (1) the equivalent yield on the Notes in the investor's currency, (2) the equivalent value of the principal payable on the Notes in the investor's currency and (3) the equivalent market value of the Notes in the investor's currency.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate as well as the availability of a specified foreign currency at the time of any payment of principal or interest on a Note or any payments under the Guarantee. As a result, investors may receive less interest or principal than expected, or no interest or principal. Even if there are no actual exchange controls, it is possible that the Specified Currency for any particular Note would not be available at such Note's maturity.

Changes in interest rates may adversely affect the market value of fixed rate Notes

Investments in Notes that have a fixed interest rate involve the risk that subsequent changes in market interest rates may adversely affect the market value of those fixed rate Notes.

Credit ratings may not reflect all risks of an investment in the Notes

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes.

In general, European (including United Kingdom) regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU or the United Kingdom and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by non-EU and non-UK credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered or UK-registered credit rating agency or the relevant non-EU and non-UK rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). If the status of the rating agency rating the Notes changes, European (including United Kingdom) regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in European regulated investors selling the Notes which may impact the value of the Notes and any secondary market.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the CSSF shall be incorporated in, and form part of, this Base Prospectus:

- (a) the annual report on Form 18-K dated 10 February, 2020, filed with the U.S. Securities and Exchange Commission in relation to the Issuer and the Government of Queensland for the fiscal year ended 30 June 2019 (the "2019 Form 18-K") (available at: <https://www.qtc.com.au/wp-content/uploads/2020/02/QTC-Form-18-K-PDF-As-Filed-Feb-10-2020.pdf>);
- (b) the annual report on Form 18-K dated 18 January 2019, filed with the U.S. Securities and Exchange Commission in relation to the Issuer and the Government of Queensland for the fiscal year ended 30 June 2018 (the "2018 Form 18-K") (available at: https://www.qtc.com.au/wp-content/uploads/2020/01/ICM-31850134-v1-Form_18-K_FINAL.pdf); and
- (c) the terms and conditions of the Notes contained in the previous base prospectus dated 12 December 2008 (the "2008 Prospectus") on pages 45-67 prepared by the Issuer and the Guarantor in connection with the Facility (available at: https://www.qtc.com.au/wp-content/uploads/2020/01/ICM-28894565-v1-QTC_Base_Prospectus_12_December_2008.pdf) and the terms and conditions of the Notes contained in the previous base prospectus dated 24 February 2016 (the "2016 Prospectus") on pages 39-69 prepared by the Issuer and the Guarantor in connection with the Facility (available at: https://www.qtc.com.au/wp-content/uploads/2020/01/ICM-28894552-v1-QTC_Base_Prospectus_24_February_2016.pdf). Any other information set out elsewhere in the 2008 Prospectus and/or the 2016 Prospectus is not incorporated by reference.

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

For ease of reference, please note that certain information required under the Prospectus Regulation to be included in or incorporated by reference in this Base Prospectus, can be found in the 2019 Form 18-K or the 2018 Form 18-K, as the case may be.

The following table sets out where in the 2019 Form 18-K the relevant information referred to below can be located:

Prospectus Regulation Requirement	Location in 2019 Form 18-K
Annex 7 9.1 (administrative, management and supervisory bodies)	Exhibit (c)(i) p 12-16
Annex 7 10.1 (major shareholders).....	Exhibit (c)(i) p 12-13
Annex 7 11.1 (Financial information concerning the issuer's assets and liabilities, financial position and profits and losses).....	Exhibit (c)(i)
(a) (Balance sheet)	p 19
(b) (Income Statement)	p 18
(c) (Cash flow statement).....	p 21
(d) (Accounting policies and explanatory notes)	p 22-48
Annex 7 11.1.1 (Report of the Auditor-General of Queensland).....	p 50-54
Annex 21 3 (Information to be disclosed about the Guarantor) and Annex 10 4 (Public finance)	
Annex 10 4.1(b) (Public Debt).....	Exhibit (e) p 1-5
Annex 10 4.1(e) (Balance Sheet for Queensland).....	Exhibit (c)(ii) p 5-3
Annex 10 4.1(f) (Operating Statements for Queensland)	Exhibit (c)(ii) p 5-1 to 5-2

The following table sets out where in the 2018 Form 18-K the relevant information referred to below can be located:

Prospectus Regulation Requirement	Location in 2018 Form 18-K
Annex 7 9.1 (administrative, management and supervisory bodies)	Exhibit (c)(i) p 12-16
Annex 7 10.1 (major shareholders).....	Exhibit (c)(i) p 12-13
Annex 7 11.1.4 (Financial information concerning the issuer's assets and liabilities, financial position and profits and losses).....	Exhibit (c)(i)
(a) (Balance sheet)	p 19
(b) (Income Statement)	p 18
(c) (Cash flow statement).....	p 21
(d) (Accounting policies and explanatory notes)	p 22-49
Annex 7 11.1 (Report of the Auditor-General of Queensland).....	p 51-54
Annex 21 3 (Information to be disclosed about the Guarantor) and Annex 10 4 (Public finance)	
Annex 10 4.1(b) (Public Debt).....	Exhibit (e) p 1-5
Annex 10 4.1(e) (Balance Sheet for Queensland).....	Exhibit (c)(ii) p 5-03
Annex 10 4.1(f) (Operating Statements for Queensland)	Exhibit (c)(ii) p 5-01 to 5-02
Annex 10 3.4(b) (Gross Domestic Product).....	Exhibit (f) p (f)-19

Any information not listed in the cross reference list but included in the documents incorporated by reference is not required by the relevant Annexes of Commission Delegated Regulation (EU) 2019/980 and is given for information purposes only.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

GENERAL DESCRIPTION OF THE FACILITY

Under the Facility, the Issuer may from time to time issue Notes denominated in any currency, subject as set out herein. An overview of the terms and conditions of the Facility and the Notes appears above, see "*Overview of the Facility*". The applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer prior to the issue of the Notes and will be set out in the Terms and Conditions of the Notes endorsed on, attached to, or incorporated by reference into, the Notes, as supplemented by the applicable Final Terms attached to, or endorsed on, such Notes, as more fully described under "*Form of the Notes*".

Application will be made to the Luxembourg Stock Exchange for Notes issued under the Facility to be admitted to trading on the Luxembourg Stock Exchange's regulated market.

FORM OF THE NOTES

The Notes of each Series will be in either bearer form ("Bearer Notes"), with or without interest coupons attached, or registered form ("Registered Notes"), without interest coupons attached. Bearer Notes will be issued outside the United States in reliance on Regulation S under the Securities Act ("Regulation S") and Registered Notes will be issued both outside the United States in reliance on the exemption from registration provided by Regulation S and within the United States in reliance on Rule 144A.

Bearer Notes

Each Tranche of Bearer Notes will be initially issued in the form of a temporary global Note (a "Temporary Bearer Global Note") or, if so specified in the applicable Final Terms, a permanent global Note (a "Permanent Bearer Global Note") which, in either case, will be delivered on or prior to the original issue date of the Tranche to a common depository (the "Common Depository") for Euroclear and Clearstream, Luxembourg.

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Bearer Global Note) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Bearer Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Agent.

On and after the date (the "Exchange Date") which is 40 days after a Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein either (a) for interests in a Permanent Bearer Global Note of the same Series or (b) for definitive Bearer Notes of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given, provided that purchasers in the United States and certain U.S. persons will not be able to receive definitive Bearer Notes. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for definitive Bearer Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Bearer Global Note) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, interest coupons and talons attached upon the occurrence of an Exchange Event. For these purposes, "Exchange Event" means that (i) an Event of Default (as defined in Condition 8) has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance

with Condition 12 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) may give notice to the Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Agent requesting exchange. Any such exchange shall occur not later than 60 days after the date of receipt of the first relevant notice by the Agent.

The following legend will appear on all Bearer Notes (other than Temporary Bearer Global Notes) and on all interest coupons relating to such Notes where TEFRA D is specified in the applicable Final Terms:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes or interest coupons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Registered Notes

The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a global Note in registered form (a "Regulation S Global Note"). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of Notes, beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2 and may not be held otherwise than through Euroclear, Clearstream, Luxembourg, or any additional or alternative clearing system specified in the applicable Final Terms (an "Alternative Clearing System") and such Regulation S Global Note will bear a legend regarding such restrictions on transfer.

The Registered Notes of each Tranche may only be offered and sold in the United States or to U.S. persons in private transactions to "qualified institutional buyers" within the meaning of Rule 144A ("QIBs"). The Registered Notes of each Tranche sold to QIBs will be represented by a global note in registered form (a "Rule 144A Global Note" and, together with a Regulation S Global Note, the "Registered Global Notes").

Registered Global Notes will either (a) be deposited with a custodian for, and registered in the name of a nominee of, DTC for the accounts of Euroclear and Clearstream, Luxembourg, (b) be deposited with a common depository for, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg, or (c) be deposited with a custodian for, and registered in the name of a nominee of, an Alternative Clearing System, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

The Rule 144A Global Note will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 6.4) as the registered holder of the Registered Global Notes. None of the Issuer, the Guarantor, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.4) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, "Exchange Event" means that (a) an Event of Default has occurred and is continuing, (b) in the case of Notes registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depository for the Notes and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act, (c) in the case of Notes registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (d) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 12 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, DTC, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (d) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

Transfer of Interests

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear, Clearstream, Luxembourg, and any Alternative Clearing System, in each case to the extent applicable. **Registered Notes are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions, see "*Transfer Restrictions*".**

General

Pursuant to the Agency Agreement (as defined in "*Conditions of the Notes*"), the Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned a common code, ISIN and if available, the FISN and/or CFI and, where applicable, a CUSIP and CINS numbers are different from the common code, ISIN, CUSIP, CINS, the FISN and CFI assigned to Notes of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S) applicable to the Notes of such Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg and/or DTC shall, whenever the context so permits, be deemed to include a reference to any Alternative Clearing System, subject to any additional or alternative rules and operating procedures of any such Alternative Clearing System.

A Note may be accelerated by the holder thereof in certain circumstances described in Condition 8. In such circumstances, where any Note is still represented by a Global Note and the Global Note (or any part thereof) has become due and repayable in accordance with the Conditions of such Notes and payment in full of the amount due has not been made in accordance with the provisions of the Global Note then holders of interests in such Global Note credited to their accounts with Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear, Clearstream, Luxembourg and DTC on and subject to the terms of a deed of covenant (the "Deed of Covenant") dated 12 December 2008 and executed by the Issuer. In addition, holders of interests in such Global Note credited to their accounts with DTC may require DTC to deliver Definitive Notes in registered form in exchange for their interest in such Global Note in accordance with DTC's standard operating procedures.

APPLICABLE FINAL TERMS

[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "MiFID II"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]¹

[NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE – In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (as amended) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), the Issuer has determined the classification of the Notes to be capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in the Singapore Monetary Authority (the "MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and the MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]²

[Date]

Queensland Treasury Corporation

Issuer Legal Entity Identifier (LEI): 98INKCEEHOU5YJS0HQ88

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
Guaranteed by The Treasurer on behalf of The Government of Queensland
under the U.S.\$10,000,000,000
Euro Medium Term Note Facility**

[The Notes will only be admitted to trading on [*insert name of relevant QI market/segment*], which is [an EEA regulated market/a specific segment of an EEA regulated market] (and for these purposes, reference to the EEA includes the United Kingdom) (as defined in MiFID II), to which only qualified investors (as defined in the Prospectus Regulation) can have access and shall not be offered or sold to non-qualified investors.]³

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the Base Prospectus dated 11 February 2020 [and the supplement[s] to it dated [*date*] [and [*date*]]] (the "Base Prospectus") which [together] constitute[s] a base prospectus for the purposes of Regulation (EU) 2017/1129 (the "Prospectus Regulation"). This document

¹ Legend to be included on front of the Final Terms if one or more of the Managers/Dealers in relation to the Notes is a MiFID regulated entity.

² Legend to be included on front of the Final Terms if the Notes sold into Singapore do not constitute prescribed capital markets products as defined under the CMP Regulations 2018.

³ Legend to be included for Notes with a minimum denomination of less than €100,000 (or equivalent in another currency) which will only be admitted to trading on a Member State regulated market, or a specific segment of a Member State regulated market, to which only qualified investors can have access.

constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information. The Base Prospectus is and in the case of Notes admitted to trading on the regulated market of the Luxembourg Stock Exchange, the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange, *www.bourse.lu*.]

(The following alternative language applies if the first tranche of an issue which is being increased was issued under a prospectus with an earlier date.)

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the Prospectus dated [12 December 2008/24 February 2016] which are incorporated by reference in the Base Prospectus dated 11 February 2020. This document constitutes the Final Terms of the Notes described herein for the purposes of the Regulation (EU) 2017/1129 (the "Prospectus Regulation") and must be read in conjunction with the Base Prospectus dated 11 February 2020 [and the supplement[s] to it dated [date] [and [date]]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "Base Prospectus"), including the Conditions which are incorporated by reference in the Base Prospectus. in order to obtain all the relevant information. The Base Prospectus is and, in the case of Notes admitted to trading on the regulated market of the Luxembourg Stock Exchange, the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange, *www.bourse.lu*.]

(Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub paragraphs. Italics denote directions for completing the Final Terms.)

(If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.)

1. (a) Series Number: []
- (b) Tranche Number: []
- (c) Date on which the Notes will be consolidated and form a single Series: [The Notes will be consolidated and form a single Series with [specify issue amount/ISIN/maturity date/issue date of earlier Tranches] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 20 below, which is expected to occur on or about [date]]][Not Applicable]
2. Specified Currency or Currencies: []
3. Aggregate Principal Amount:
 - (a) Series: []
 - (b) Tranche: []
4. Issue Price: [] per cent. of the Aggregate Principal Amount [plus accrued interest from [insert date]

(if applicable)]

5. (a) Specified Denominations: []

(In the case of Registered Notes, this means the minimum integral amount in which transfers can be made)

(N.B. Notes must have a minimum denomination of €100,000 (or equivalent) unless they are to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors can have access)

(Note – where multiple denominations above €100,000 or equivalent are being used the following sample wording should be followed:

"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].")

- (b) Calculation Amount (in relation to calculation of interest in relation to Notes in global form see Conditions): []

(If only one Specified Denomination, insert the Specified Denomination.

If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)

6. (a) Issue Date: []

- (b) Interest Commencement Date: [specify/Issue Date/Not Applicable]

(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)

7. Maturity Date: [Specify date or for Floating rate notes – Interest Payment Date falling in or nearest to [specify month and year]]⁴

8. Interest Basis: [[] per cent. Fixed Rate]
[[LIBOR/EURIBOR] +/- [] per cent.

⁴ For Renminbi denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification it will be necessary to use the second option here.

Floating Rate]
[Zero Coupon]
(further particulars specified below)

9. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100/] per cent. of their nominal amount
- (N.B. The Notes will only be redeemed at an amount other than 100 per cent. of their nominal amount in the case of certain Zero Coupon Notes)*
10. Change of Interest Basis or Redemption/Payment Basis: [Specify the date on which the Notes change to another Interest Basis or Redemption/Payment Basis][Not Applicable]
11. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]
[Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

12. Fixed Rate Note Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Rate(s) of Interest: [] per cent. per annum payable in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [] in each year up to and including the Maturity Date⁵
- (Amend appropriately in the case of irregular Coupons)*
- (c) Fixed Coupon Amount(s) for Notes in [] per Calculation Amount⁶

⁵ For certain Renminbi-denominated Fixed Rate Notes the Interest Payment Dates are subject to modification and the following words should be added: "provided that if any Interest Payment Date falls on a day which is not a Business Day, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day".

⁶ For Renminbi denominated Fixed Rate Notes where the Interests Payment Dates are subject to modification the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY 0.005, being rounded upwards".

definitive form (and in relation to Notes in global form see Conditions):

(d) Broken Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions):

[[] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []][Not Applicable]

(e) Day Count Fraction:

[30/360][Actual/Actual (ICMA)]⁷

(f) Determination Date(s):

[[] in each year][Not Applicable]

(Only relevant where Day Count Fraction is Actual/Actual (ICMA)). In such a case, insert regular interest payment dates ignoring issue date or maturity date in the case of a long or short first or last coupon.

13. Floating Rate Note Provisions

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(a) Specified Period(s)/Specified Interest Payment Dates:

[]

(b) Business Day Convention:

[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention][Not Applicable]

(c) Additional Business Centre(s):

[]

(Note that this item relates to the determination of interest period end dates)

(d) Manner in which the Rate of Interest and Interest Amount is to be determined:

[Screen Rate Determination/ISDA Determination]

(e) Party responsible for calculating the Rate of Interest and Interest

[] ("the Calculation Agent")

⁷ Applicable to Renminbi-denominated Fixed Rate Notes.

Amount (if not the Agent):

- (f) Screen Rate Determination:
- Reference Rate and Reference Rate: [] month
Relevant Financial Centre: [LIBOR/EURIBOR]
Relevant Financial Centre:
[London/Brussels/specify other Relevant Financial Centre]
 - Interest Determination []
Date(s):
(Second London business day prior to the start of each Interest Period if LIBOR (other than Euro or Sterling LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET 2 System is open prior to the start of each Interest Period if EURIBOR or Euro LIBOR)
 - Relevant Screen Page: []
(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
- (g) ISDA Determination:
- Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
- (In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)*
- (N.B. The fall-back provisions applicable to ISDA Determination under the 2006 ISDA Definitions are reliant upon the provision by reference banks of offered quotations for LIBOR and/or EURIBOR which, depending on market circumstances, may not be available at the relevant time)*
- (h) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (specify for each short or long interest period)]

- (i) Margin(s): [+/-] [] per cent. per annum
- (j) Minimum Rate of Interest: [] per cent. per annum
- (k) Maximum Rate of Interest: [] per cent. per annum
- (l) Day Count Fraction: [Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/365 (Sterling)]
[Actual/360]
[30/360]
[30E/360]
[30E/360 (ISDA)]

14. Zero Coupon Note/ Low Interest (discount) Note/ High Interest (premium) Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Amortisation Yield: [] per cent. per annum
 - (b) Reference Price: []
 - (c) Day Count Fraction in relation to Early Redemption Amounts: [Actual/365]
[Actual/360]
[30/360]

PROVISIONS RELATING TO REDEMPTION

15. Notice Periods for Condition 5.2: Minimum period: [] days
Maximum period: [] days
16. Issuer Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Optional Redemption Date(s): []
 - (b) Optional Redemption Amount: [] per Calculation Amount
 - (c) If redeemable in part:
 - (i) Minimum Redemption Amount: []
 - (ii) Higher Redemption Amount: []

- (d) Notice periods: Minimum period: [] days
Maximum period: [] days

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)

17. Investor Put [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (a) Optional Redemption Date(s): []

- (b) Optional Redemption Amount: [] per Calculation Amount

- (c) Notice periods: Minimum period: [] days
Maximum period: [] days

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)

18. Final Redemption Amount: [] per Calculation Amount

(N.B. Except in the case of Zero Coupon Notes where a Redemption/Payment Basis other than 100 per cent. of the nominal amount has been specified, the Final Redemption Amount shall be equal to 100 per cent. of the Calculation Amount per Calculation Amount)

19. Early Redemption Amount payable on redemption for taxation reasons or on event of default [] per Calculation Amount

(N.B. If the Final Redemption Amount is 100 per cent. of the nominal value (i.e. par), the Early Redemption Amount is likely to be par (but consider). If, however, the Final Redemption Amount is other than 100 per cent. of the nominal

value, consideration should be given as to what the Early Redemption Amount should be.)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

20. Form of Notes: [Bearer Notes:
- [Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Bearer Notes only upon an Exchange Event]
- [Temporary Bearer Global Note exchangeable for Definitive Notes on or after the Exchange Date]]
- [Registered Notes:
- [Regulation S Global Note (U.S.\$[] nominal amount) registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg] exchangeable for Definitive Registered Notes only upon an Exchange Event]
- [Rule 144A Global Note (U.S.\$[] nominal amount) registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg] exchangeable for Definitive Registered Notes only upon an Exchange Event]]
- (N.B. The option for an issue of Notes to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 5 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000].")*
21. Additional Financial Centre(s): [Not Applicable/specify details]
- (Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which sub-paragraph 13(c) relates)*
22. RMB Currency Event: [Applicable/Not Applicable]
23. Spot Rate (if different from that set out in Condition 6.7): [/Not Applicable]
24. Party responsible for calculating the Spot [[] (the "Calculation Agent")]

Rate:

25. Relevant Currency (if different from that in Condition 6.7): [/Not Applicable]

26. RMB Settlement Centre(s) [/Not Applicable]

Signed on behalf of Queensland Treasury Corporation:

By:.....
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (a) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [specify relevant regulated market and, if relevant, listing on an official list] with effect from [].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [specify relevant regulated market and, if relevant, listing on an official list] with effect from [].][Not Applicable.]

(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)

- (b) Estimate of the total expenses related to admission to trading: []

2. RATINGS

Ratings: [[The Notes to be issued [[have been]/[are expected to be]] rated [insert rating] by [Standard & Poor's (Australia) Pty. Ltd. ("S&P") /Moody's Investors Service Pty Limited ("Moody's") [and]/ Fitch Australia Pty. Ltd. ("Fitch").] [Each of] S&P / Moody's [and]/ Fitch is established outside the European Union and has not applied for registration under the Regulation (EC) No. 1060/2009 (as amended) (the "CRA Regulation"). [Ratings by S&P are endorsed by S&P Global Ratings Europe Limited, a credit rating agency established in the European Union and registered under the CRA Regulation /ratings by Moody's are endorsed by Moody's Investors Services Ltd., a credit rating agency established in the United Kingdom and registered under the CRA Regulation [and]/ ratings by Fitch are endorsed by Fitch Ratings Limited, a credit rating agency established in the United Kingdom and registered under the CRA Regulation.]

[Need to include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider. Consider including the following (to be completed at the time of the relevant issuance):

[[S&P Global Ratings] has, in its [month, year] publication "[S&P Global Ratings Definitions]",

described a [long-term issue] credit rating of ['AA'] in the following terms: ["An obligation rated 'AA' differs from the highest-rated obligations only to a small degree. The obligor's capacity to meet its financial commitments on the obligation is very strong ... Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.".] [Complete as applicable]

[[Moody's Investors Service] has, in its [month, year] publication "[Rating Symbols and Definitions]", described a credit rating of ['Aa'] in the following terms: ["Obligations rated Aa are judged to be of high quality and are subject to very low credit risk ... Note: Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.".] [Complete as applicable].

[[Fitch Ratings] has, in its [month, year] publication "[Fitch Ratings Definitions]", described a [long term] credit rating of ['AA'] in the following terms: ["'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.".] [Complete as applicable]]/[The Notes to be issued have not been rated.]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for [any fees/the fees of [insert relevant fee disclosure]] payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business – *Amend as appropriate if there are other interests*]

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

(a) Reasons for the offer: [See ["Use of Proceeds"] in the Base Prospectus/*Give details*]

(See [“Use of Proceeds”] wording in the Base Prospectus – if reasons for offer different from what is disclosed in the Base Prospectus, give details)

(b) Estimated net proceeds: []

5. YIELD (*Fixed Rate Notes Only*)

Indication of yield: [Not Applicable/]

6. HISTORIC INTEREST RATES (*Floating Rate Notes Only*)

[Not Applicable/Details of historic [LIBOR/EURIBOR/specify other Reference Rate] rates can be obtained from [Reuters]/[].]

7. OPERATIONAL INFORMATION

(a) ISIN: []

(b) Common Code: []

(c) CUSIP: []

(d) CFI: *[[include code], as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]*

(e) FISN: *[[include code]as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]*

(If the CFI and/or FISN is not requested or available, it/they should be specified to be "Not Available")

(f) Any clearing system(s) other than The Depository Trust Company, Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s): [Not Applicable/give name(s), address(s) and number(s)]

(g) Delivery: Delivery [against/free of] payment

(h) Names and addresses of initial Paying Agent(s): []

(i) Names and addresses of []

additional Paying Agent(s) (if any):

8. DISTRIBUTION

- (a) Method of Distribution: [Syndicated/Non-syndicated]
- (b) If syndicated, names of Managers: [*Specify names*/Not Applicable]
- (c) Stabilisation Manager(s) (if any): [Not Applicable/*specify name*]
- (d) If non-syndicated, name of relevant Dealer: [Not Applicable/*specify name and address*]
- (e) Whether TEFRA D rules applicable or TEFRA rules not applicable: [TEFRA D/TEFRA not applicable]

CONDITIONS OF THE NOTES

The following are the Conditions of the Notes which (subject to amendment) will be incorporated by reference into each global Note and will be endorsed upon each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each global Note and definitive Note. Reference should be made to "Applicable Final Terms" for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by Queensland Treasury Corporation (the "Issuer") pursuant to an Amended and Restated Agency Agreement dated 7 February 2013 as supplemented by a Supplemental Agency Agreement dated 5 March 2015 (as further amended, supplemented, novated and/or restated from time to time, the "Agency Agreement") and each made *inter alia* between the Issuer, Deutsche Bank AG, London Branch as agent (the "Agent", which expression shall include any successor agent) and as exchange agent (the "Exchange Agent", which expression shall include any successor exchange agent), Deutsche Bank Luxembourg S.A. as paying agent (together with the Agent, the "Paying Agents", which expression shall include any additional or successor paying agents), Deutsche Bank Luxembourg S.A. as registrar (the "Registrar", which expression shall include any additional or successor registrar) and the transfer agents named therein (together with the Registrar, the "Transfer Agents", which expression shall include any additional or successor transfer agents). The Notes are issued with the benefit of a deed of guarantee dated 12 December 2008 (the "Guarantee") executed by the Treasurer on behalf of The Government of Queensland (the "Guarantor") in accordance with the approval of the Governor in Council of the State of Queensland.

References herein to the "Notes" shall be references to the Notes of this Series and shall mean:

- (a) in relation to any Notes represented by a global Note (a "Global Note"), units of the lowest Specified Denomination in the Specified Currency;
- (b) any Global Note;
- (c) any definitive Notes in bearer form ("Bearer Notes") issued in exchange for a Global Note in bearer form; and
- (d) any definitive Notes in registered form ("Registered Notes").

Interest bearing definitive Bearer Notes have interest coupons ("Coupons") and, in the case of Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons ("Talons") attached on issue. Registered Notes and Global Notes do not have Coupons or Talons attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons.

The Final Terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which complete these Conditions. References to the "applicable Final Terms" are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note. The expression "Prospectus Regulation" means Regulation (EU) 2017/1129. For the purposes of the Conditions, references to the European Economic Area include the United Kingdom.

Any reference to "Noteholders" or "holders" in relation to any Notes shall mean (in the case of Bearer Notes) the holders of the Notes and (in the case of Registered Notes) the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note, be construed as provided below. Any reference herein to "Couponholders" shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, "Tranche" means Notes which are identical in all respects (including as to listing and admission to trading) and "Series" means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same the terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue. The expressions "Notes of the relevant Series" and "holders of Notes of the relevant Series" and related expressions shall be construed accordingly.

The Noteholders and the Couponholders are entitled to the benefit of the Deed of Covenant (the "Deed of Covenant") dated 12 December 2008 and made by the Issuer. The original of the Deed of Covenant is held by the common depositary for Euroclear (as defined below) and Clearstream, Luxembourg (as defined below).

The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Guarantee, the Deed of Covenant and the applicable Final Terms which are applicable to them. Words and expressions defined in the Agency Agreement or defined or set out in the applicable Final Terms shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail. Copies of the Agency Agreement, the Guarantee and the Deed of Covenant are available for inspection during normal business hours at the specified office of the Registrar and each Paying Agent and Transfer Agent (together referred to as the "Note Agents"). If the Notes are to be admitted to trading on the regulated market of the Luxembourg Stock Exchange, copies of the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu). If this Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation, the applicable Final Terms will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Note Agent as to its holding of such Notes and identity. The statements in these Conditions are summaries of, and are subject to, the detailed provisions of the Agency Agreement.

In the Conditions, "euro" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

1. FORM, DENOMINATION AND TITLE

The Notes are in bearer form or in registered form as specified in the applicable Final Terms and, in the case of definitive Notes, serially numbered, in the currency (the "Specified Currency") and the denominations (the "Specified Denomination(s)") specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and *vice versa*.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, depending upon the Interest Basis shown in the applicable Final Terms, or a combination of any of the foregoing if any Change of Interest Basis is so specified in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the Bearer Notes and the Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The Issuer, the Guarantor and any Note Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV ("Euroclear") and/or Clearstream Banking S.A. ("Clearstream, Luxembourg"), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear and/or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest or proven error) shall be treated by the Issuer, the Guarantor and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer, the Guarantor and any Note Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly.

For so long as The Depository Trust Company ("DTC") or its nominee is the registered owner or holder of a Registered Global Note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Registered Global Note for all purposes under the Agency Agreement and the Notes except to the extent that in accordance with DTC's published rules and procedures any ownership rights may be exercised by its participants or beneficial owners through participants.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of DTC, Euroclear and Clearstream, Luxembourg, as the case may be.

Any reference in these Conditions to DTC, Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearance system specified in the applicable Final Terms or as may otherwise be approved by the Issuer and the Agent, subject to any additional or alternative rules and operating procedures of any such alternative clearing system.

2. TRANSFERS OF REGISTERED NOTES

2.1 Transfers of interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes will be effected by DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests. A beneficial interest in a Registered Global Note

will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note of the same series only in the authorised denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Registered Global Note registered in the name of a nominee for DTC shall be limited to transfers of such Registered Global Note, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee.

2.2 Transfers of Registered Notes in definitive form

Subject as provided below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the authorised denominations set out in the applicable Final Terms). In order to effect any such transfer (a) the holder or holders must (i) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe. Subject as provided above, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

2.3 Registration of transfer upon partial redemption

In the event of a partial redemption of Notes under Condition 5, the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

2.4 Costs of registration

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

2.5 Transfers of interests in Regulation S Global Notes

Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Regulation S Global Note to a transferee in the United States or who is a U.S. person will only be made:

- (a) upon receipt by the Registrar of a written certification substantially in the form set out in the Schedule of Forms dated 23 January 2018 relating to the Notes, amended as appropriate (a "Transfer Certificate"), copies of which are available from the specified office of any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A; or
- (b) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

In the case of (a) above, such transferee may take delivery through a Legended Note in global or definitive form and, in the case of (b) above, such transferee may take delivery only through a Legended Note in definitive form. After expiry of the applicable Distribution Compliance Period (i) beneficial interests in Regulation S Global Notes registered in the name of a nominee for DTC may be held through DTC directly, by a participant in DTC, or indirectly through a participant in DTC and (ii) such certification requirements will no longer apply to such transfers.

2.6 Transfers of interests in Legended Notes

Transfers of Legended Notes or beneficial interests therein may be made:

- (a) to a transferee who takes delivery of such interest through a Regulation S Global Note, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that, in the case of a Regulation S Global Note registered in the name of a nominee for DTC, if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg; or
- (b) to a transferee who takes delivery of such interest through a Legended Note where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or
- (c) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

Upon the transfer, exchange or replacement of Legended Notes, or upon specific request for removal of the Legend, the Registrar shall deliver only Legended Notes or refuse to remove the Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

2.7 Exchanges and transfers of Registered Notes generally

Holders of Registered Notes in definitive form may exchange such Notes for interests in a Registered Global Note of the same type at any time.

2.8 Definitions

In this Condition, the following expressions shall have the following meanings:

"Distribution Compliance Period" means the period that ends 40 days after the completion of the distribution of each Tranche of Notes, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant Lead Manager (in the case of a syndicated issue);

"Legended Note" means Registered Notes (whether in definitive form or represented by a Registered Global Note) sold in private transactions to QIBs in accordance with the requirements of Rule 144A;

"QIB" means a *qualified institutional buyer* within the meaning of Rule 144A;

"Regulation S" means Regulation S under the Securities Act;

"Regulation S Global Note" means a Registered Global Note representing Notes sold outside the United States in reliance on Regulation S;

"Rule 144A" means Rule 144A under the Securities Act;

"Rule 144A Global Note" means a Registered Global Note representing Notes sold in the United States or to QIBs; and

"Securities Act" means the United States Securities Act of 1933, as amended.

3. STATUS OF THE NOTES AND GUARANTEE

The Notes constitute direct, unconditional unsubordinated and unsecured obligations of the Issuer, the full faith and credit of which will be pledged for the payment and performance of the Notes. At the time of issuance each series of Notes will rank *pari passu* with all other direct and general unsecured obligations (other than subordinated obligations, if any) of the Issuer for borrowed money without any preference granted by the Issuer for one above the other by reason of priority of date of issue, currency of payment or otherwise.

Pursuant to section 15 of the Queensland Treasury Corporation Act 1988, except to the extent that it is otherwise provided by the Governor in Council of the State of Queensland, all profits made by the Issuer shall accrue to the benefit of the Consolidated Fund of the State of Queensland and any losses of the Issuer shall be the responsibility of the Consolidated Fund of the State of Queensland.

By the Guarantee, the Guarantor guarantees the payment when due of all amounts that are or may become payable by the Issuer on or in respect of the Notes. The Guarantee is a direct and unconditional obligation of the Guarantor. All moneys payable by the Guarantor under the Guarantee are a charge upon, and will be paid out of, the Consolidated Fund of the State of Queensland which is to the extent necessary appropriated accordingly, and the Guarantee ranks *pari passu* with all of the other unsecured obligations of the State of Queensland.

4. INTEREST

4.1 Interest on Fixed Rate Notes

- (a) Each Fixed Rate Note bears interest from, and including, the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in these Conditions, "Fixed Interest Period" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date. Interest will be paid, in the case of definitive Fixed Rate Notes, against surrender of the appropriate Coupons, subject to and in accordance with the provisions of Condition 6. Interest will cease to accrue on each Fixed Rate Note (or, in the case of the redemption of part only of a Note, that part only of such Note) on the due date for redemption thereof unless payment of principal is improperly withheld or refused in which event interest will continue to accrue (as well after as before any judgment) until, but excluding, whichever is the earlier of (i) the day on which all sums due in respect of such Fixed Rate Note up to that day are received by or on behalf of the holder of such Fixed Rate Note and (ii) the day which is seven days after the date on which the Agent has notified the holder thereof (either in accordance with Condition 12 or individually) of receipt of all sums due in respect thereof up to that date.

- (b) Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:
- (i) in the case of Fixed Rate Notes which are (i) represented by a Global Note or (ii) Registered Note in definitive form, the aggregate outstanding nominal amount of (A) the Fixed Rate Notes represented by such Global Note or (B) such Registered Notes (or, in each case, if they are Partly Paid Notes, the aggregate amount paid up); or
 - (ii) in the case of Fixed Rate Notes which are Bearer Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction.

The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount, as applicable to the aggregate outstanding nominal amount of Fixed Rate Notes which are Registered Notes in definitive form or the Calculation Amount in the case of Fixed Rate Notes which are Bearer Notes in definitive form) shall be rounded to the nearest sub-

unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

"Day Count Fraction" means, in respect of the calculation of an amount of interest in accordance with this Condition 4.1:

- (i) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:
 - (A) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "Accrual Period") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
 - (B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
 - (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (ii) if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with twelve 30-day months) divided by 360.

In these Conditions:

"Determination Period" means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);

"sub-unit" means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent; and

"Treaty" means the Treaty establishing the European Community, as amended.

4.2 Interest on Floating Rate Notes

(a) Interest Payment Dates

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) (each an "Interest Payment Date") in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an "Interest Payment Date") which falls in the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, "Interest Period" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Periods are specified in accordance with Condition 4.2(a)(ii), the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (1) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (2) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

(b) **Interest payments**

Interest will be paid, in the case of definitive Floating Rate Notes against surrender of the appropriate Coupons, subject to and in accordance with the provisions of Condition 6. Interest will cease to accrue on each Floating Rate Note (or, in the case of the redemption of part only of a Note, that part only of such Note) on the due date for redemption thereof unless payment of principal is improperly withheld or refused in which event interest will continue to accrue (as well after as before any judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Floating Rate Note up to that day are received by or on behalf of the holder of such Floating Rate Note and (ii) the day which is seven days after the date on which the Agent has notified the holder thereof (either in accordance with Condition 12 or individually) of receipt of all sums due in respect thereof up to that date.

(c) **Rate of Interest**

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms.

(d) **ISDA Determination for Floating Rate Notes**

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this Condition 4.2(d), "ISDA Rate" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent or the Calculation Agent, as applicable, under an interest rate swap transaction if the Agent or the Calculation Agent, as applicable, were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the "ISDA Definitions"), and under which:

- (i) the Floating Rate Option is as specified in the applicable Final Terms;
- (ii) the Designated Maturity is such period as is specified in the applicable Final Terms; and
- (iii) the relevant Reset Date is the day specified in the applicable Final Terms.

For the purposes of this Condition 4.2(d), (A) "Floating Rate", "Calculation Agent", "Floating Rate Option", "Designated Maturity" and "Reset Date" have the meanings given to those terms in the ISDA Definitions.

When this Condition 4.2(d) applies, in respect of each relevant Interest Period:

- (i) the Rate of Interest for such Interest Period will be the Floating Rate determined by the Agent or other party specified in the applicable Final Terms in accordance with this Condition 4.2(d); and
- (ii) the Agent or other party specified in the applicable Final Terms will be deemed to have discharged its obligations under Condition 4.2(i) in respect of the determination

of the Rate of Interest if it has determined the Rate of Interest in respect of such Interest Period in the manner provided in this Condition 4.2(d).

(e) **Screen Rate Determination for Floating Rate Notes**

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (i) the offered quotation; or
- (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Relevant Financial Centre time) (the "Specified Time") on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Agent or the Calculation Agent, as applicable. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent or the Calculation Agent, as applicable, for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

In the event that the Relevant Screen Page is not available or if, in the case of (i) above, no such offered quotation appears or, in the case of (ii) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph or if in either case the offered quotation or quotations which appears or, as the case may be, appear at such time does or do not apply to a period of a duration equal to the relevant Interest Period, the Rate of Interest for such Interest Period shall, subject as provided below, be the arithmetic mean (rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards) of the offered rates advised by the Reference Banks (as defined below) as requested by the Issuer and provided to the Agent or Calculation Agent, as applicable, (excluding, if the offered rates are not the same, the highest and the lowest of such rates and, if the highest offered rate applies in respect of more than one offered rate, excluding only one of such offered rates and similarly if the lowest offered rate applies in respect of more than one offered rate) that deposits in the Specified Currency of a duration equal to such Interest Period are offered in the London interbank market or the Euro-zone interbank market (as applicable) to leading banks by the Reference Banks as at the Specified Time or, if appropriate, such other time as is customary in the principal financial centre of the country of the Specified Currency) on the Interest Determination Date in question plus or minus (as appropriate) the Margin (if any), all as determined by the Agent.

If, on any Interest Determination Date to which the paragraph above applies, two only of the Reference Banks advise the Agent of such rates, the Rate of Interest for the relevant Interest Period shall, subject as provided below, be determined as in the paragraph above on the basis of the offered rates of those Reference Banks advising such rates (without the exclusion of the highest and lowest offered rates as provided therein).

If on any Interest Determination Date to which the second paragraph above applies, one only or none of the Reference Banks advises the Agent of such rates, the Rate of Interest for the relevant Interest Period shall, subject as provided below, be the Reserve Interest Rate. The

"Reserve Interest Rate" shall be the rate per annum which the Agent determines to be either (i) the arithmetic mean (rounded upwards, if necessary, to the nearest 0.0001 per cent.) of the lending rates for the Specified Currency requested by the Issuer and provided to the Agent, with such banks being selected by the Issuer in the principal financial centre of the country of the Specified Currency or, in the case of euro, in the Euro-zone are quoting on the relevant Interest Determination Date (or, if banks are not open in such place on such day, on the immediately preceding day on which they are open in such place) for the relevant Interest Period to the Reference Banks or those of them (being at least two in number) to which such quotations are being so made plus or minus (as appropriate) the Margin (if any), or (ii) in the event that the Agent can determine no such arithmetic mean, the lowest lending rate for the Specified Currency requested by the Issuer and provided to the Agent, with such banks being selected by the Issuer, in the principal financial centre of the country of the Specified Currency or, in the case of euro, in the Euro-zone are quoting on such Interest Determination Date (or, if banks are not open in such place on such day, on the immediately preceding day on which they are open in such place) to leading European banks for the relevant Interest Period plus or minus (as appropriate) the Margin (if any), provided that if the banks selected as aforesaid are not quoting as mentioned above, the Rate of Interest shall, subject as provided below, be the Rate of Interest in effect for the last preceding Interest Period to which the paragraphs above shall have applied minus or plus (as appropriate), where a different Margin is to be applied to the relevant Interest Period from that which applied to that last preceding Interest Period, the Margin relating to that last preceding Interest Period, plus or minus (as appropriate) the Margin for the relevant Interest Period.

In this Condition 4.2(e) the expression "Reference Banks" means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market and, in the case of a determination of a Reference Rate that is not LIBOR or EURIBOR, the principal office of four major banks in the interbank market of the Relevant Financial Centre, in each case selected by the Agent in consultation with the Issuer and/or the Guarantor.

(f) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the above provisions is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest. If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the above provisions is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(g) Business Day, Interest Determination Date and Relevant Screen Page

In this Condition, "Business Day" means, unless otherwise indicated in the applicable Final Terms:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and each Additional Business Centre (other than TARGET2 System) specified in the applicable Final Terms;

- (ii) if TARGET2 System is specified as an Additional Business Centre in the applicable Final Terms, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer ("TARGET2") System (the "TARGET2 System") is open; and
- (iii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets are open for general business (including dealing in foreign exchange and foreign currency deposits) and settle payments in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre) specified in the applicable Final Terms, or (B) in relation to any sum payable in euro, a day on which the TARGET 2 System is open.

(h) **Determination of Rate of Interest and calculation of Interest Amount**

The Agent or the Calculation Agent, as applicable, will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Agent or the Calculation Agent, as applicable, will calculate the amount of interest (the "Interest Amount") payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

- (i) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (ii) in the case of Floating Rate Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

"Day Count Fraction" means, in respect of the calculation of an amount of interest for any Interest Period:

- (i) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

- (iv) if "Actual/360" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{DayCount Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (vi) if "30E/360" or "Eurobond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{DayCount Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D₂ will be 30; and

- (vii) if "30E/360 (ISDA)" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{DayCount Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless (A) that day is the last day of February or (B) such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (A) that day is the last day of February but not the Maturity Date or (B) such number would be 31 in which case D₂ will be 30.

The determination of the Rate of Interest and calculation of each Interest Amount by the Agent shall (in the absence of manifest or proven error) be final and binding upon all parties.

(i) **Linear Interpolation**

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Agent or the Calculation Agent, as applicable, by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Agent or the Calculation Agent, as applicable, shall determine such rate at such time and be reference to such sources as it determines appropriate.

Designated Maturity means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(j) **Notification of Rate of Interest and Interest Amount**

The Agent or the Calculation Agent, as applicable will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and, in the case of Floating Rate Notes which are listed on a stock exchange, that stock exchange (in accordance with the rules of that stock exchange) and to be published in accordance with Condition 12 as soon as possible but in any event not later than the second Business Day after their determination save for the notification to the relevant stock exchange in the case of Floating Rate Notes which are listed on a stock exchange where notice must be given as soon as possible and in accordance with the rules of the relevant stock exchange. Each Interest Amount and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without publication as aforesaid in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Notes affected thereby is or are for the time being listed.

(k) **Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4.2) by the Agent or the Calculation Agent, shall (in the absence of negligence, recklessness, wilful default, bad faith or manifest or proven error) be binding on the Issuer, the Guarantor, the Agent, the other Paying Agents and all Noteholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Guarantor, the Noteholders or the Couponholders shall attach to the Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

4.3 Zero Coupon Notes, Low Interest (discount) Notes and High Interest (premium) Notes

Where a Zero Coupon Note, Low Interest (discount) Note or High Interest (premium) Note becomes due and repayable prior to the Maturity Date and is not paid when due, the amount due and repayable shall be the Amortised Face Amount of such Note as determined in accordance with Condition 5.7. As from the Maturity Date any overdue principal of such Note shall bear interest at a rate per annum equal to the Amortisation Yield. Such interest shall continue to accrue (as well after as before any judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note and (b) the day which is seven days after the date on which the Agent has notified the holder thereof (either in accordance with Condition 12 or individually) of receipt of all sums due in respect thereof up to that date. Such interest will be calculated on the basis of a 360-day year consisting of twelve months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed.

4.4 Benchmark Discontinuation

Notwithstanding the provisions in Condition 4.2 above, if the Issuer, acting in good faith and in a commercially reasonable manner, determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to that Original Reference Rate, then the Issuer shall notify the Agent and the Calculation Agent, as applicable, of the occurrence of such Benchmark Event and the following provisions of this Condition 4.4 shall apply.

(i) *Successor Rate or Alternative Rate*

If there is a Successor Rate, then the Issuer shall promptly, and in any event not later than the fifth Business Day prior to the relevant Interest Determination Date, notify the Agent or the Calculation Agent, as applicable, and, in accordance with Condition 12, the Noteholders of such Successor Rate and that Successor Rate shall (subject to adjustment as provided in Condition 4.4(ii)) subsequently be used by the Agent or the Calculation Agent, as applicable, in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.4).

If there is no Successor Rate but the Issuer, acting in good faith, in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser, determines that there is an Alternative Rate, then the Issuer shall promptly, and in any event not later than the fifth Business Day prior to the relevant Interest Determination Date, notify the Agent or the Calculation Agent, as applicable, and, in accordance with Condition 12, the Noteholders of such Alternative Rate and that Alternative Rate shall (subject to adjustment as provided in Condition 4.4(ii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.4).

(ii) *Adjustment Spread*

If, in the case of a Successor Rate, an Adjustment Spread is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body, then the Issuer shall promptly, and in any event not later than the fifth Business Day prior to the relevant Interest Determination Date, notify the Agent or the Calculation Agent, as applicable, and, in accordance with Condition 12, the Noteholders of such Adjustment Spread and the Agent or the Calculation Agent, as applicable, shall apply such Adjustment Spread to the Successor Rate for each subsequent determination of a relevant Rate of Interest (or a component part thereof) by reference to such Successor Rate.

If, in the case of a Successor Rate where no such Adjustment Spread is formally recommended or provided as an option by any Relevant Nominating Body, or in the case of an Alternative Rate, the Issuer, acting in good faith, in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser, determines that there is an Adjustment Spread in customary market usage in the international debt capital markets for transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be), then the Issuer shall promptly, and in any event not later than the fifth Business Day prior to the relevant Interest Determination Date, notify the Agent or the Calculation Agent, as applicable, and, in accordance with Condition 12, the Noteholders of such Adjustment Spread and the Agent or the Calculation Agent, as applicable, shall apply such Adjustment Spread to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

If no such recommendation or option has been made (or made available) by any Relevant Nominating Body, or the Issuer so determines that there is no such Adjustment Spread in customary market usage in the international debt capital markets and the Issuer further determines, acting in good faith, in a commercially reasonable manner and following consultation with an Independent Adviser, that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be), then the Adjustment Spread shall be:

- (1) the Adjustment Spread determined by the Issuer, acting in good faith, in a commercially reasonable manner and following consultation with an Independent Adviser, as being the Adjustment Spread recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (2) if there is no such industry standard recognised or acknowledged, such Adjustment Spread as the Issuer, acting in good faith, in a commercially reasonable manner and following consultation with an Independent Adviser, determines to be appropriate, having regard to the objective, so far as is reasonably practicable in the circumstances, of reducing or eliminating any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be).

Following any such determination of the Adjustment Spread, the Issuer shall promptly, and in any event not later than the fifth Business Day prior to the relevant Interest Determination Date, notify the Agent or the Calculation Agent, as applicable, and, in accordance with Condition 12, the Noteholders of such Adjustment Spread and the Agent or the Calculation Agent, as applicable, shall apply such Adjustment Spread to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(iii) *Benchmark Amendments*

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4.4 and the Issuer, acting in good faith, in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser, determines in its discretion (A) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "Benchmark Amendments") and (B) the terms of the Benchmark Amendments, then the Issuer shall, without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice, subject to the Issuer having to give notice thereof to the Noteholders in accordance with Condition 12 and any Benchmark Amendments, in the sole opinion of Agent or the Calculation Agent, as applicable, not increasing the obligations or duties, or decreasing the rights or protections, of the Agent or the Calculation Agent, as applicable, in these Conditions and/or the Agency Agreement unless otherwise agreed between the Issuer and the Agent or the Calculation Agent, as applicable.

Notwithstanding any other provision of this Condition 4.4, if in the Agent's or Calculation Agent's opinion, as applicable, there is any uncertainty as to any determination or calculation to be made under this Condition 4.4, the Agent or Calculation Agent, as applicable, shall promptly notify the Issuer thereof and the Issuer shall direct the Agent or Calculation Agent, as applicable, in writing as to which course of action to adopt. If the Agent or Calculation Agent, as applicable, is not promptly provided with such direction, and in any event not later than the fifth Business Day prior to the relevant Interest Determination Date, it shall be under no obligation to make such calculation or determination until such time as it is provided with such direction (and provided further that such direction is provided not later than the fifth Business Day prior to the relevant Interest Determination Date) and shall not incur any liability for not doing so.

In connection with any such modifications in accordance with this Condition 4.4(iii), if and for so long as the Notes are admitted to trading and listed on the official list of a stock exchange, the Issuer shall comply with the rules of that stock exchange.

Any Benchmark Amendments determined under this Condition 4.4(iii) shall be notified promptly by the Issuer to the Agent or the Calculation Agent, as applicable, and, in accordance with Condition 12, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of such Benchmark Amendments.

(iv) *Independent Adviser*

In the event the Issuer is to consult with an Independent Adviser in connection with any determination to be made by the Issuer pursuant to this Condition 4.4, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, for the purposes of any such consultation.

An Independent Adviser appointed pursuant to this Condition 4.4 shall act in good faith and in a commercially reasonable manner and (in the absence of fraud and wilful default) shall have no liability whatsoever to the Issuer or the Noteholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 4.4 or otherwise in connection with the Notes.

If the Issuer consults with an Independent Adviser as to whether there is an Alternative Rate and/or any Adjustment Spread is required to be applied and/or in relation to the quantum of, or any formula or methodology for determining such Adjustment Spread and/or whether any Benchmark Amendments are necessary and/or in relation to the terms of any such Benchmark Amendments, a written determination of that Independent Adviser in respect thereof shall be conclusive and binding on all parties, save in the case of manifest error, and (in the absence of fraud and wilful default) the Issuer shall have no liability whatsoever to the Noteholders in respect of anything done, or omitted to be done, in relation to that matter in accordance with any such written determination.

No Independent Adviser appointed in connection with the Notes (acting in such capacity), shall have any relationship of agency or trust with the Noteholders.

(v) *Survival of Original Reference Rate Provisions*

Without prejudice to the obligations of the Issuer under this Condition 4.4, the Original Reference Rate and the fallback provisions provided for in Conditions 4.2(b), and the applicable Final Terms, as the case may be, will continue to apply unless and until the Issuer has determined the Successor Rate or the Alternative Rate (as the case

may be), and any Adjustment Spread and Benchmark Amendments and notified the Agent or the Calculation Agent, as applicable, in accordance with the relevant provisions of this Condition 4.4.

(vi) *Definitions*

In this Condition 4.4:

“Adjustment Spread” means either a spread, or the formula or methodology for calculating a spread and the spread resulting from such calculation, which spread may in either case be positive or negative and is to be applied to the Successor Rate or the Alternative Rate (as the case may be) where the Original Reference Rate is replaced with the Successor Rate or the Alternative Rate (as the case may be).

“Alternative Rate” means an alternative benchmark or screen rate which the Issuer determines in accordance with this Condition 4.4 is used in place of the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period and in the same Specified Currency as the Notes.

“Benchmark Event” means the earlier to occur of:

- (1) the Original Reference Rate ceasing to be published for at least five Business Days or ceasing to exist or be administered;
- (2) the later of (i) the making of a public statement by the administrator of the Original Reference Rate that it will, by a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six months prior to such specified date;
- (3) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued, is prohibited from being used or is no longer representative, or that its use is subject to restrictions or adverse consequences or, where such discontinuation, prohibition, restrictions or adverse consequences are to apply from a specified date after the making of any public statement to such effect, the later of the date of the making of such public statement and the date falling six months prior to such specified date; and
- (4) it has or will prior to the next Interest Determination Date become unlawful for the Calculation Agent, any Paying Agent or the Issuer to determine any Rate of Interest and/or calculate any Interest Amount using the Original Reference Rate (including, without limitation, under Regulation (EU) No. 2016/1011, if applicable).

“Independent Adviser” means an independent financial institution of international repute or other independent adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense;

“Original Reference Rate” means the benchmark or screen rate (as applicable) originally specified in the applicable Final Terms for the purposes of determining the relevant Rate of Interest (or any component part thereof) in respect of the Notes (provided that if, following one or more Benchmark Events, such originally specified Reference Rate (or any Successor Rate or Alternative Rate which has replaced it) has been replaced by a (or a further) Successor Rate or Alternative Rate and a Benchmark

Event subsequently occurs in respect of such Successor Rate or Alternative Rate, the term “Original Reference Rate” shall include any such Successor Rate or Alternative Rate);

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

- (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (2) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or other supervisory authorities, or (iv) the Financial Stability Board or any part thereof; and

“Successor Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

5. REDEMPTION AND PURCHASE

5.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount calculated as follows:

- (a) in the case of a Note (other than a Zero Coupon Notes where a Redemption/Payment Basis other than 100 per cent. of the nominal amount has been specified in the applicable Final Terms), at 100 per cent. of the Calculation Amount per Calculation Amount as specified in the applicable Final Terms; or
- (b) in the case of a Zero Coupon Note where a Redemption/Payment Basis other than 100 per cent. of the nominal amount has been specified in the applicable Final Terms, at the amount specified in the applicable Final Terms,

in each case in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

5.2 Redemption for tax reasons

Subject to Condition 5.8, the Notes of each Series may be redeemed at the option of the Issuer in whole, but not in part, at any time (if the Notes are not Floating Rate Notes) or on any Interest Payment Date (if the Notes are Floating Rate Notes), on giving not less than the minimum period and not more than the maximum period of notice specified in the Applicable Final Terms in accordance with Condition 12 (which notice shall be irrevocable), at their principal amount or, as the case may be, at the amount calculated in accordance with paragraph 5.8 below, together with (in the case of Notes other than Floating Rate Notes or Zero Coupon Notes) interest accrued up to, but excluding, the date fixed for redemption, if the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of Australia or any State or Territory in Australia or any political sub-division or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such

laws or regulations, which change or amendment becomes effective on or after the Issue Date, provided that no such notice of redemption shall be given in respect of any Series of Notes earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes of that Series then due.

5.3 Redemption at the option of the Issuer (Issuer Call)

If Issuer Call is specified in the applicable Final Terms, the Issuer may (subject to paragraph 5.5 below), at any time (if the Notes are not Floating Rate Notes) or on any Interest Payment Date (if the Notes are Floating Rate Notes) at its option, on giving not less than the minimum period and not more than the maximum period of notice specified in the Applicable Final Terms to the holders of Notes of each relevant Series (which notice shall be irrevocable and shall specify the date fixed for redemption) in accordance with Condition 12, redeem all or some only of the Notes of such Series then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in the applicable Final Terms. In the event of a redemption of some only of such Notes, such redemption must be for the Minimum Redemption Amount or a Higher Redemption Amount, both as specified in the applicable Final Terms. In the case of a partial redemption of such Notes, Notes to be redeemed will be selected individually by lot in such place as the Agent may approve and in such manner as the Agent shall deem to be appropriate and fair (without involving any part only of a Note) not less than 45 days prior to the date fixed for redemption and a list of such Notes called for redemption will be published in accordance with Condition 12 not less than 30 days prior to such date.

5.4 Redemption at the option of the Noteholders (Investor Put)

If Investor Put is specified in the applicable Final Terms subject to paragraph 5.5 below, upon any Noteholder giving to the Issuer in the manner described below not less than the minimum period and not more than the maximum period of notice specified in the Applicable Final Terms, the Issuer will, upon the expiry of such notice (subject, in the case of Floating Rate Notes, as provided below) redeem in whole (but not in part) the Notes on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in the applicable Final Terms. Registered Notes may be redeemed under this Condition 5 in any multiple of their lowest Specified Denomination. To exercise the right to require redemption of this Note, the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar, falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a "Put Notice") and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2. If this Note is in definitive bearer form, the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear, Clearstream, Luxembourg or DTC, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear,

Clearstream, Luxembourg and DTC (which may include notice being given on his instruction by Euroclear, Clearstream, Luxembourg, DTC or any depositary for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear, Clearstream, Luxembourg and DTC from time to time and, if this Note is represented by a Global Note, at the same time present or procure the presentation of the relevant Global Note to the Principal Paying Agent for notation accordingly.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear, Clearstream, Luxembourg and DTC given by a holder of any Note pursuant to this Condition 5.4 shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 5.4 and instead to declare such Note forthwith due and payable pursuant to Condition 8.

5.5 Final Terms

These Final Terms applicable to the Notes of each Series will indicate that either (a) such Notes cannot be redeemed prior to their Maturity Date (except as provided in paragraph 5.2 above) or (b) that such Notes will be redeemable at the option of the Issuer and/or the holders of such Notes prior to such Maturity Date in accordance with the provisions of paragraph(s) 5.3 and/or 5.4 above. Notes may not be redeemed in whole or in part (other than pursuant to paragraph 5.2 above) prior to the expiry of any minimum period or after the expiry of any maximum period required from time to time by the relevant central bank (or equivalent body, however called) or any laws or regulations applicable to the Specified Currency or the Issuer.

5.6 Purchase

The Issuer may at any time purchase or otherwise acquire Notes in the open market or otherwise. Notes purchased or otherwise acquired by the Issuer may be held or resold or, at the discretion of the Issuer, surrendered to any Paying Agent for cancellation (together with (in the case of definitive Notes) any unmatured Coupons attached thereto or purchased therewith).

5.7 Zero Coupon Notes, Low Interest (discount) Notes and High Interest (premium) Notes

- (a) The amount payable in respect of any Zero Coupon Note, Low Interest (discount) Note or High Interest (premium) Note upon redemption of such Note pursuant to paragraphs 5.2, 5.3 or 5.4 above or upon its becoming due and repayable as provided in Condition 8 shall be the "Amortised Face Amount" (calculated as provided below) of such Note.
- (b) Subject to the provisions of (c) below, the Amortised Face Amount of any Zero Coupon Note, Low Interest (discount) Note or High Interest (premium) Note shall be the sum of (i) the Reference Price and (ii) the aggregate amortisation of the difference between the Reference Price and the nominal amount of the Note from, and including, the Issue Date to, but excluding, the date on which the Note becomes due and repayable at a rate per annum (expressed as a percentage) equal to the Amortisation Yield compounded annually. Where such calculation is to be made for a period other than a full year, it shall be made on the basis of the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to

(but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

- (c) If the amount payable in respect of any Zero Coupon Note, Low Interest (discount) Note or High Interest (premium) Note upon redemption of such Note pursuant to paragraphs 5.2, 5.3 or 5.4 above or upon its becoming due and repayable as provided in Condition 8 is not paid when due, the amount due and repayable in respect of such Note shall be the Amortised Face Amount of such Note calculated pursuant to sub-paragraph (b) above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Note becomes due and repayable were replaced by a reference to the date (the "Reference Date") which is the earlier of (i) the date on which all sums due in respect of the Note up to that day are received by or on behalf of the holder thereof and (ii) the date on which the Agent has notified the holder thereof (either in accordance with Condition 12 or individually) of receipt of all sums due in respect thereof up to that date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph will continue to be made, after as well as before judgment, until the Reference Date unless the Reference Date falls on or after the Maturity Date, in which case the amount due and repayable shall be the nominal amount of such Note together with any interest which may accrue in accordance with Condition 4.3.

5.8 Early Redemption Amounts

For the purposes of paragraph 5.2 above and Condition 8 and unless otherwise indicated in the applicable Final Terms:

- (a) each Fixed Rate Note or Floating Rate Note (other than a Zero Coupon Note, Low Interest (discount) Note and High Interest (premium) Note) will be redeemed at an amount (the "Early Redemption Amount") equal to the Final Redemption Amount in the relevant Specified Currency together with, in the case of a Fixed Rate Note, interest accrued to, but excluding, the date fixed for redemption; and
- (b) each Zero Coupon Note, Low Interest (discount) Note or High Interest (premium) Note will be redeemed at the Amortised Face Amount of such Note determined in accordance with paragraph 5.7 above.

5.9 Cancellation

All Notes redeemed shall be, and all Notes purchased or otherwise acquired as aforesaid may at the option of the Issuer be, cancelled (together, in the case of definitive Notes, with all unmatured Coupons presented therewith) and thereafter may not be re-issued or re-sold.

6. PAYMENTS AND EXCHANGE OF TALONS

6.1 Method of Payment

Except as provided below, payments in a Specified Currency other than euro will (subject as provided below) be made at the option of the bearer either by a cheque in the Specified Currency drawn on, or by transfer to an account in the Specified Currency maintained by the payee with, a bank in the principal financial centre of the country of the Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively). Payments in euro will be made by credit or transfer to a

euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

6.2 Presentation of definitive Bearer Notes and Coupons

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in paragraph 6.2 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Bearer Notes, and payments of interest in respect of definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Notes in definitive bearer form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 7) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A "Long Maturity Note" is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Bearer Note.

6.3 Payments in respect of Bearer Global Notes

Payments of principal and interest (if any) in respect of Notes represented by any Global Note in bearer form will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes and otherwise in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of any Global Note in bearer form, distinguishing

between any payment of principal and any payment of interest, will be made on such Global Note by the Paying Agent to which it was presented and such record shall be prima facie evidence that the payment in question has been made.

6.4 Payments in respect of Registered Notes

Payments of principal in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the "Register") (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. Notwithstanding the previous sentence, if a holder does not have a Designated Account, payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, "Designated Account" means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and "Designated Bank" means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest in respect of each Registered Note (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named joint holder) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the "Record Date") at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption will be made in the same manner as payment of the principal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

All amounts payable to DTC or its nominee as registered holder of a Registered Global Note in respect of Notes denominated in a Specified Currency other than U.S. dollars shall be paid by transfer by the Registrar to an account in the relevant Specified Currency of the Exchange Agent on behalf of DTC or its nominee for conversion into and payment in U.S. dollars in accordance with the provisions of the Agency Agreement.

None of the Issuer, the Guarantor or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

6.5 General provisions applicable to payments

Payments in respect of the Notes will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7.

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of DTC, Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of Notes must look solely to DTC, Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of the relevant Global Note. No person other than the holder of a Global Note shall have any claim against the Issuer in respect of any payments due on that Global Note.

Notwithstanding the foregoing, payments of interest in U.S. dollars may be made at the specified office of any Paying Agent in the United States if (1) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment at such specified offices outside the United States of the full amount of interest on the Notes in the manner provided above when due, (2) payment of the full amount of such interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (3) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

6.6 Payment Day

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of any such delay. In this Condition 6 "Payment Day" means any day which (subject to Condition 9) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits):
 - (i) in the case of Notes in definitive form only, in the relevant place of presentation; and
 - (ii) in any Additional Financial Centre (other than TARGET2 System) specified in the applicable Final Terms;

- (b) if TARGET2 System is specified as an Additional Financial Centre in the applicable Final Terms, a day on which the TARGET2 System is open;
- (c) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the TARGET 2 System is open; and
- (d) in the case of any payment in respect of a Registered Global Note denominated in a Specified Currency other than U.S. dollars and registered in the name of DTC or its nominee and in respect of which an accountholder of DTC (with an interest in such Registered Global Note) has not elected to receive any part of such payment in a Specified Currency other than U.S. dollars, a day on which commercial banks are not authorised or required by law or regulation to be closed in New York City.

6.7 RMB Currency Event

If "RMB Currency Event" is specified in the applicable Final Terms and a RMB Currency Event, as determined by the Issuer acting in good faith, exists on a date for payment of any amount in respect of any Note or Coupon, the Issuer's obligation to make a payment in RMB under the terms of the Notes may be replaced by an obligation to pay such amount in the Relevant Currency converted using the Spot Rate for the relevant Determination Date.

Upon the occurrence of a RMB Currency Event, the Issuer shall give notice as soon as practicable to the Noteholders in accordance with Condition 12 stating the occurrence of the RMB Currency Event, giving details thereof and the action proposed to be taken in relation thereto.

In this Condition and unless stated otherwise in the Final Terms:

"Determination Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Brisbane, Hong Kong, London and New York City;

"Determination Date" means the day which is two Determination Business Days before the due date of the relevant payment under the Notes;

"Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong;

"Relevant Currency" means U.S. dollars or such other currency as may be specified in the applicable Final Terms;

"RMB Currency Events" means any one of RMB Illiquidity, RMB Non-Transferability and RMB Inconvertibility;

"RMB Illiquidity" means the general RMB exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient RMB in order to make a payment under the Notes, as determined by the Issuer in a commercially reasonable manner following

consultation by such Issuer with two independent foreign exchange dealers of international repute active in the RMB exchange market in Hong Kong;

"RMB Inconvertibility" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Notes into RMB on any payment date at the general RMB exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche of the relevant Series and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"RMB Non-Transferability" means the occurrence of any event that makes it impossible for the Issuer to deliver RMB between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong (including where the RMB clearing and settlement system for participating banks in Hong Kong is disrupted or suspended), other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche of the relevant Series and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation); and

"Spot Rate" means, unless specified otherwise in the applicable Final Terms, the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11.00 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent shall determine the rate taking into consideration all available information which the Calculation Agent deems relevant, including pricing information obtained from the Renminbi non-deliverable exchange market in Hong Kong or elsewhere and the CNY/U.S. dollar exchange rate in the PRC domestic foreign exchange market.

6.8 RMB account

All payments in respect of any Note or Coupon in RMB will be made solely by credit to a RMB account maintained by the payee at a bank in Hong Kong or such other financial centre(s) as may be specified in the applicable Final Terms as RMB Settlement Centre(s) in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in Hong Kong or any relevant RMB Settlement Centre(s)).

6.9 Exchange of Talons

If the due date for redemption of any interest bearing Note in definitive form is not a due date for the payment of interest relating thereto, interest accrued in respect of such interest bearing Note from (and including) the last preceding due date for the payment of interest (or from the Issue Date or the Interest Commencement Date, as the case may be) will be paid only against surrender of such Note.

On and after the Interest Payment Date on which the final Coupon comprised in any coupon sheet matures, the Talon (if any) forming part of such coupon sheet may be surrendered at the specified office outside Australia of any Paying Agent in exchange for a further coupon sheet including (if such further coupon sheet does not include Coupons to, and including, the final

date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9. Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative coupon sheet matures.

6.10 Note Agents

The names of the initial Agent and the other initial Paying Agents and their initial specified offices are set out below. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents, provided that it will, so long as any of the Notes is outstanding, maintain (a) an Agent, (b) a Registrar, (c) a Paying Agent (which may be the Agent) having a specified office in a leading financial centre in Europe, (d) a Transfer Agent (which may be the Agent) having a specified office in a leading financial centre in Europe, (e) so long as any Notes are listed or admitted to trading on any stock exchange, there will be at all times a Paying Agent and a Transfer Agent having a specified office in such place as may be required by the rules and regulations of the relevant stock exchange (or any other relevant authority) and (f) so long as any Registered Global Note is registered in the name of a nominee for DTC, an Exchange Agent. In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in paragraph 6.5 above. Any such variation, termination or change shall only take effect (other than in the case of insolvency or of an Agent or Paying Agent (in each case that is an FFI) failing to become or ceasing to be a Participating FFI, when it shall be of immediate effect) after not less than 30 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 12 and provided further that neither the resignation nor the removal of the Agent or the Registrar shall take effect, except in the case of insolvency as aforesaid, until a new Agent or, as the case may be, Registrar has been appointed. Notice of any change in or addition to the Paying Agents or their specified offices will be published by the Issuer promptly in accordance with Condition 12.

In this Condition:

"FFI" means a "foreign financial institution" as such term is defined pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code (the "Code") and any regulations thereunder or any official interpretations thereof; and

"Participating FFI" means an FFI that, as from the effective date of any rules requiring withholding on "passthru payments" (as such term is defined pursuant to Sections 1471 through 1474 of the Code and any regulations thereunder or official interpretations thereof), meets the requirements of Section 1471(b) of the Code and any regulations or other official guidance issued thereunder and that has not elected to be withheld upon pursuant to Section 1471(b)(3) of the Code.

7. TAXATION

All payments by the Issuer of, or in respect of, principal of, and any premium and interest on, the Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Commonwealth of Australia or any political sub-division or authority thereof or therein having the power to tax unless the withholding or deduction of the taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer or, as the case may be, the Guarantor, will pay the additional amounts as may be necessary in order that the net amounts receivable by the Noteholder or Couponholder after the withholding or deduction (and after deduction of any additional taxes, duties, assessments or governmental charges payable in respect of such additional amounts) shall equal the

respective amounts of principal and interest which would have been receivable in respect of the Notes or, as the case may be, Coupons, in the absence of the withholding or deduction. However, no additional amounts will be so payable for or on account of:

- (a) any withholding, deduction, tax, duty, assessment or other governmental charge which would not have been imposed but for the fact that the relevant Noteholder or Couponholder:
 - (i) was a resident, domiciliary or national of, or engaged in business or maintained a permanent establishment or was physically present in, Australia or otherwise had some connection with Australia other than the mere ownership of, or receipt of payment under, the Note or Coupon; or
 - (ii) presented the Note or Coupon for payment in Australia, unless the Note or Coupon could not have been presented for payment elsewhere; or
 - (iii) presented the Note or Coupon more than thirty (30) days after the Relevant Date except to the extent that the relevant Noteholder or Couponholder would have been entitled to the additional amounts if it had presented the Note or Coupon for payment on any day within such period of thirty (30) days; or
- (b) any estate, inheritance, gift, sale, transfer, personal property or similar tax, assessment or other governmental charge or any withholding or deduction on account of such taxes; or
- (c) any tax, assessment or other governmental charge which is payable otherwise than by withholding or deduction from payments of (or in respect of) principal of, or any premium or interest on, the Note or Coupon; or
- (d) any withholding, deduction, tax, assessment or other governmental charge that is imposed or withheld by reason of the failure by the relevant Noteholder or Couponholder or, if the Note is a Global Note, the relevant beneficial owner thereof to comply with a request of the Issuer addressed to such Noteholder, Couponholder or beneficial owner, as the case may be, (i) to provide information concerning the nationality, residence, identity or address of such Noteholder, Couponholder or beneficial owner, as the case may be, or (ii) to make any declaration or other similar claim or satisfy any information or reporting requirement, which, in the case of (i) or (ii), is required or imposed by a statute, treaty, regulation or administrative practice of Australia or any political sub-division or taxing authority thereof or therein as a precondition to exemption from all or part of such withholding, deduction, tax, assessment or other governmental charge; or
- (e) any combination of items (a), (b), (c) and (d) above.

In addition, any amounts to be paid on the Notes will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code, and no additional amounts will be required to be paid on account of any such deduction or withholding.

Furthermore, no additional amounts will be paid with respect to any payment of, or in respect of, the principal of, or any premium or interest on, the Notes to any Noteholder,

Couponholder or beneficial owner, as the case may be, who is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent such payment would, under the laws of the Commonwealth of Australia or any political sub-division or authority thereof or therein having the power to tax, be treated as being derived or received for tax purposes by a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to such additional amounts had it been the holder of a Note or Coupon.

The Issuer will not be liable to pay additional amounts to any holder of a Note or Coupon for any deduction or withholding on account of any duties or taxes where those duties or taxes are imposed or levied by or on behalf of the Commonwealth of Australia by virtue of such holder being an associate (as defined in Section 128F of the Income Tax Assessment Act 1936 of Australia) of the Issuer or as a result of such holder being a party to or participating in a scheme to avoid such duties or taxes, being a scheme which the Issuer neither was party to nor participated in.

The "Relevant Date" in respect of any payment means the date on which such payment first becomes due or (if the full amount of the moneys payable has not been received by the Agent on or prior to such due date) the date on which notice is given to the Noteholders in accordance with Condition 12 that such moneys have been so received.

Any reference in these Conditions to principal or interest or both in respect of the Notes shall be deemed to include (i) a reference to any additional amounts which may be payable under this Condition 7, (ii) in relation to Zero Coupon Notes, Low Interest (discount) Notes or High Interest (premium) Notes, the Amortised Face Amount and (iii) any premium and any other amounts which may be payable in respect of the Notes.

8. EVENTS OF DEFAULT

8.1 If any one or more of the following events ("Events of Default") shall have occurred and be continuing with respect to any Note(s) of a particular Series:

- (a) any principal or interest in respect of any such Note(s) is not paid when due and remains unpaid for a period of 30 days; or
- (b) the Issuer or the Guarantor fails to perform any other material obligation under such Note(s) or the Guarantee and such failure is not remedied within a period of 60 days after written notice of that failure is given by any holder of such Note(s) to the Issuer at the specified office of the Fiscal Agent; or
- (c) the Issuer ceases to be a corporation sole constituted by the Under Treasurer of the State of Queensland pursuant to the Statutory Bodies Financial Arrangements Act 1982 under the name and style "The Queensland Government Development Authority" as preserved and continued in existence as so constituted as a corporation sole under the name and style "Queensland Treasury Corporation" by the Queensland Treasury Corporation Act 1988 and the Statutory Bodies Financial Arrangements Act 1982 of the State of Queensland (or by any statutory modification or amendment of either of those Acts) unless the obligations of the Issuer under such Note(s) are forthwith assumed by the Guarantor or by a successor statutory body constituted by public Act of the State of Queensland and the Guarantee continues to remain in full force and effect in respect thereof; or
- (d) the Issuer or the Guarantor fails to repay the whole of the principal sum of any of its indebtedness for borrowed money being in excess of U.S.\$10,000,000 (or the

equivalent thereof in any other currency) within 30 days of the date on which it becomes due and payable or fails to repay the whole of the principal sum of any indebtedness for borrowed money being in excess of U.S.\$10,000,000 (or the equivalent thereof in any other currency) under any guarantee given by it in respect thereof within 30 days of the date on which it becomes due and payable under that guarantee; or

- (e) the Guarantee ceases for any reason to be in full force and effect or the holder(s) of such Note(s) ceases to be entitled to the full benefit of the Guarantee in accordance with its terms and it is not forthwith replaced by another guarantee by the Guarantor on substantially the same terms and conditions as the Guarantee or by such other security as may be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the holders of such Notes,

then in any such case, at the option of any such Noteholder, and upon written demand to the Agent at its specified office, the Issuer shall, upon the date that such written demand is received by the Agent, unless prior to such date the Issuer shall have cured all Events of Default in respect of all such Notes, be bound to repay either (i) all the Notes of the relevant Series if represented by a Global Note deposited with Euroclear and/or Clearstream, Luxembourg or (ii) such Note(s) in any other circumstances, in each case as provided in paragraph 8.2 below.

- 8.2 If the Notes (other than Zero Coupon Notes, Low Interest (discount) Notes and High Interest (premium) Notes) of any particular Series become due and repayable pursuant to this Condition 8, they shall be repayable in accordance with the provisions of Condition 5.8. Zero Coupon Notes, Low Interest (discount) Notes and High Interest (premium) Notes will be repayable in accordance with Condition 5.7.

9. PRESCRIPTION

Claims for payment of principal under the Notes (whether in bearer on registered form) shall be prescribed upon the expiry of ten years, and claims for payment of interest (if any) in respect of the Notes shall be prescribed upon the expiry of five years, in each case from the Relevant Date (as defined in Condition 7) therefor subject to the provisions of Condition 6. There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 9 or Condition 6 above.

10. REPLACEMENT OF NOTES AND COUPONS

If any Note (including a Global Note) or Coupon is mutilated, defaced, stolen, destroyed or lost it may be replaced at the specified office of the Agent (in the case of Bearer Notes or Coupons) or the Registrar (in the case of Registered Notes) on payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

11. MEETINGS OF NOTEHOLDERS AND MODIFICATION

The Agency Agreement contains provisions for convening meetings of Noteholders (or the holders of Notes of any one or more Series) to consider any matter affecting their interests, including the modification by Extraordinary Resolution of the conditions of the Notes of any one or more Series. The quorum at any such meeting for passing an Extraordinary Resolution shall be one or more persons holding or representing a clear majority in nominal amount of

the Notes (or, as the case may be, the Notes of the relevant one or more Series) for the time being outstanding, or at any adjourned such meeting one or more persons being or representing Noteholders (or, as the case may be, holders of the Notes of the relevant one or more Series) whatever the nominal amount of the Notes (or, as the case may be, the Notes of the relevant one or more Series) for the time being outstanding so held or represented, except that at any meeting the business of which includes, *inter alia*, (a) modification of the Maturity Date of the Notes (or, as the case may be, the Notes of the relevant one or more Series) or reduction or cancellation of the principal amount payable upon maturity or variation of the method of calculating the principal amount payable on maturity, (b) reduction of the amount payable or modification of the payment date in respect of any interest in respect of the Notes (or, as the case may be, the Notes of the relevant one or more Series) or variation of the method of calculating the rate of interest in respect of the Notes (or, as the case may be, the Notes of the relevant one or more Series), (c) reduction of any Minimum Rate of Interest and/or Maximum Rate of Interest, (d) modification of the currency in which payments under the Notes (or, as the case may be, the Notes of the relevant one or more Series) and/or the Coupons appertaining thereto are to be made, (e) modification or termination of the provisions of the Guarantee, (f) modification of the majority required to pass an Extraordinary Resolution or (g) modification of the provisions of the Agency Agreement concerning this exception, the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than three-quarters, or at any adjourned such meeting not less than a clear majority, of the nominal amount of the Notes (or, as the case may be, the Notes of the relevant one or more Series) for the time being outstanding. An Extraordinary Resolution passed at any meeting of Noteholders (or, as the case may be, holders of the Notes of the relevant one or more Series) will be binding on all Noteholders (or, as the case may be, holders of the Notes of the relevant one or more Series) whether or not they are present at the meeting, and on all holders of Coupons appertaining to such Notes. The Agency Agreement contains provisions that a resolution in writing signed by or on behalf of a majority consisting of not less than three-fourths of the votes given will also have effect as an Extraordinary Resolution.

The Agent may agree, without the consent of the Noteholders or the Couponholders (or, as the case may be, the holders of the Notes or Coupons of the relevant one or more Series), to any modification to any of the provisions of the Agency Agreement or the Notes which is of a formal, minor or technical nature or is made to correct a manifest or proven error. Any such modification shall be binding on all the Noteholders and the Couponholders (or, as the case may be, the holders of the Notes or Coupons of the relevant one or more Series) and, if the Agent so requires, shall be notified to the Noteholders (or, as the case may be, the holders of the Notes of the relevant one or more Series) as soon as practicable thereafter in accordance with Condition 12.

12. NOTICES

- 12.1 All notices regarding the Bearer Notes will be valid if published (a) in one leading London daily newspaper (which is expected to be the *Financial Times*) or, if this is not practicable, one other English language daily newspaper with general circulation in the United Kingdom as the Issuer may decide and (b) if and for so long as any Bearer Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange (which, if the Bearer Notes are listed or admitted to trading on the regulated market of the Luxembourg Stock Exchange, will be www.bourse.lu) or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any notice published as aforesaid shall be deemed to have been given on the date of such publication or, if published more than once, on the date of the first such publication.

Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the holders of the Notes of the relative Series in accordance with this Condition.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange (which, if the Registered Notes are listed or admitted to trading on the regulated market of the Luxembourg Stock Exchange, will be www.bourse.lu) or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules, in which case such notice will be deemed to have been given on the date of such publication or, if published more than once, on the date of the first such publication.

12.2 Until such time as any definitive Notes are issued, there may, so long as all the Global Notes for a particular Series are held in their entirety on behalf of DTC and/or Euroclear and/or Clearstream, Luxembourg, be substituted, in relation only to such Series, for such publication in one leading London daily newspaper or such websites or such mailing as aforesaid the delivery of the relevant notice to DTC and/or Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes of the relevant Series. Any such notice shall be deemed to have been given to the holders of the Notes of the relevant Series on the second day after the day on which the said notice was given to DTC and/or Euroclear and/or Clearstream, Luxembourg.

12.3 Notices to be given by any holder of Notes shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any Notes are represented by a Global Note, such notices may be given by a holder of any Notes so represented to the Agent via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent, the Registrar, DTC and/or Euroclear and/or Clearstream, Luxembourg may approve for this purpose.

13. AGENT

The Agent will act solely as an agent of the Issuer and will not assume any obligations or relationships of agency or trust towards or with any Noteholder or Couponholder, except that funds received by the Agent for the payment of any sums due in respect of the Notes of any Series and the Coupons relating thereto shall be held by it in trust for the relevant Noteholders and Couponholders (as the case may be) until the expiration of the relevant period under Condition 9. The Agency Agreement contains provisions for the indemnification of the Agent and for its relief from responsibility in certain circumstances and entitling it to enter into business transactions with the Issuer and any of its subsidiaries without being liable to account to any of the Noteholders or the Couponholders for any resulting profit.

14. FURTHER ISSUES

The Issuer is at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes ranking equally in all respects (or in all respects save for the date and amount of the first payment of interest thereon and the date from which interest starts to accrue) and so that the same shall be consolidated and form a single series with the Notes of a particular Series.

15. SUBSTITUTION

The Issuer may, without the consent of the holders of the Notes of any Series, be replaced as principal debtor under such Notes by a successor statutory body constituted by public Act of the State of Queensland, which by the provisions of the Act by which it is constituted assumes all of the obligations of the Issuer under such Notes, or by the Guarantor by execution of a deed by which it assumes all of such obligations, so long as (a) in either case all necessary governmental and regulatory consents and approvals have been obtained for such substitution and (b) in the case of substitution by a successor statutory body, the Guarantee of such Notes remains in full force and effect and the holders of such Notes remain entitled to the full benefit of the Guarantee in accordance with its terms. If and for so long as any Notes are listed on the Luxembourg Stock Exchange and the rules of such exchange so require (a) a prospectus supplement, approved by the Luxembourg Stock Exchange, shall be published by any successor Issuer and (b) notice of any substitution in accordance with this Condition 15 shall be given to Noteholders in accordance with Condition 12.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Note, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

17. GOVERNING LAW AND SUBMISSION TO JURISDICTION

The Agency Agreement, the Guarantee, the Deed of Covenant, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Agency Agreement, the Guarantee, the Deed of Covenant, the Notes and the Coupons are governed by, and shall be construed in accordance with, English law. In relation to any legal action or proceedings arising out of or in connection with the Notes and the Coupons ("Proceedings"), the Issuer hereby irrevocably submits for the benefit of the Noteholders and the Couponholders (including Proceedings relating to any non-contractual obligations arising out of or in connection with the Notes and the Coupons) to the exclusive jurisdiction of the courts of England. The Issuer appoints the Trade Commissioner for Europe and Agent-General for Queensland at Trade and Investment Queensland, The Australia Centre, Strand, London WC2B 4LG as its agent in England to receive service of process in any Proceedings in England based on any of the Notes or the Coupons. If for any reason such process agent ceases to act as such or no longer has an address in England, the Issuer agrees to appoint a substitute process agent and to notify the Noteholders of such appointment.

To the fullest extent permitted by law, the Issuer 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 the Notes which may be instituted in any competent court.

USE OF PROCEEDS

The net proceeds from the sale of the Notes will be used to finance the activities of the State of Queensland and its Government Bodies. See "*Queensland Treasury Corporation*". If, in respect of an issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

BOOK-ENTRY CLEARANCE SYSTEMS

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear or Clearstream, Luxembourg currently in effect. Investors wishing to use the facilities of any of DTC, Euroclear, Clearstream, Luxembourg or of any Alternative Clearing System specified in the applicable Final Terms or as may otherwise be approved by the Issuer and the Agent are advised to confirm the rules, regulations and procedures of the relevant clearing system. None of the Issuer, the Guarantor nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any clearing system or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Book-entry Systems

DTC

DTC has advised the Issuer that it is a limited purpose trust company organised under the New York Banking Law, a "banking organisation" within the meaning of the New York Banking Law, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to Section 17A of the Exchange Act. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC System is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants").

Under the rules, regulations and procedures creating and affecting DTC and its operations (the "Rules"), DTC makes book-entry transfers of Registered Notes among Direct Participants on whose behalf it acts with respect to Notes accepted into DTC's book-entry settlement system ("DTC Notes") as described below and receives and transmits distributions of principal and interest on DTC Notes. The Rules are on file with the Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Notes ("Owners") have accounts with respect to the DTC Notes similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Owners. Accordingly, although Owners who hold DTC Notes through Direct Participants or Indirect Participants will not possess Registered Notes, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest in respect of the DTC Notes.

Purchases of DTC Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Notes on DTC's records. The ownership interest of each actual Purchaser of each DTC Note ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Notes are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their

ownership interests in DTC Notes, except in the event that use of the book-entry system for the DTC Notes is discontinued.

To facilitate subsequent transfers, all DTC Notes deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of DTC Notes with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the DTC Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to DTC Notes. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the DTC Notes will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the due date for payment in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the due date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

Under certain circumstances, including if there is an Event of Default under the Notes, DTC will exchange the DTC Notes for definitive Registered Notes, which it will distribute to its Participants in accordance with their proportionate entitlements and which, if representing interests in a Rule 144A Global Note, will be legended as set forth under "*Transfer Restrictions*".

Since DTC may only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, any Owner desiring to pledge DTC Notes to persons or entities that do not participate in DTC, or otherwise take actions with respect to such DTC Notes, will be required to withdraw its Registered Notes from DTC as described below.

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with

domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

Book-entry Ownership of and Payments in respect of DTC Notes

The Issuer may apply to DTC in order to have any Tranche of Notes represented by a Registered Global Note accepted in its book-entry settlement system. Upon the issue of any such Registered Global Note, DTC or its custodian will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Registered Global Note to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Dealer. Ownership of beneficial interests in such a Registered Global Note will be limited to Direct Participants or Indirect Participants, including, in the case of any Regulation S Global Note, the respective depositories of Euroclear and Clearstream, Luxembourg. Ownership of beneficial interests in a Registered Global Note accepted by DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. dollars of principal and interest in respect of a Registered Global Note accepted by DTC will be made to the order of DTC or its nominee as the registered holder of such Note. In the case of any payment in a currency other than U.S. dollars, payment will be made to the Exchange Agent on behalf of DTC or its nominee and the Exchange Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Registered Global Note in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. dollars and credited to the applicable Participants' account.

The Issuer expects DTC to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC unless DTC has reason to believe that it will not receive payment on such payment date. The Issuer also expects that payments by Participants to beneficial owners of Notes will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Participant and not the responsibility of DTC, the Agent, the Registrar or the Issuer. Payment of principal, premium, if any, and interest, if any, on Notes to DTC is the responsibility of the Issuer.

Transfers of Notes Represented by Registered Global Notes

Transfers of any interests in Notes represented by a Registered Global Note within DTC, Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Notes represented by a Registered Global Note to such persons may depend upon the ability to exchange such Notes for Notes in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Notes represented by a Registered Global Note accepted by DTC to pledge such Notes to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such Notes may depend upon the ability to exchange such Notes for Notes in

definitive form. The ability of any holder of Notes represented by a Registered Global Note accepted by DTC to resell, pledge or otherwise transfer such Notes may be impaired if the proposed transferee of such Notes is not eligible to hold such Notes through a direct or indirect participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described under "*Subscription and Sale*" and "*Transfer Restrictions*", cross-market transfers between DTC, on the one hand, and directly or indirectly through Clearstream, Luxembourg or Euroclear accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Registrar, the Fiscal Agent and any custodian ("Custodian") with whom the relevant Registered Global Notes have been deposited.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Clearstream, Luxembourg and Euroclear and transfers of Notes of such Series between participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream, Luxembourg or Euroclear and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Clearstream, Luxembourg and Euroclear, on the other, transfers of interests in the relevant Registered Global Notes will be effected through the Registrar, the Fiscal Agent and the Custodian receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

DTC, Clearstream, Luxembourg and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Notes among participants and accountholders of DTC, Clearstream, Luxembourg and Euroclear. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer, the Guarantor, the Agents or any Dealer will be responsible for any performance by DTC, Clearstream, Luxembourg or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.

Alternative Clearing System

The applicable Final Terms may specify an Alternative Clearing System to be applicable to the Notes of the relevant Series, may describe the relevant rules and operating procedures of such Alternative Clearing System and may specify certain terms and conditions as to the custody or transfer of any Global Note or any other relevant matter which shall, to the extent so specified, modify the Conditions of the relevant Notes or the provisions of the relevant Global Note.

TRANSFER RESTRICTIONS

As a result of the following restrictions, purchasers of Notes in the United States are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Notes.

Each Purchaser of Registered Notes (other than a person purchasing an interest in a Registered Global Note with a view to holding it in the form of an interest in the same Global Note) or person wishing to transfer an interest from one Registered Global Note to another or from global to definitive form or *vice versa*, will be required to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (a) that either: (i) it is a QIB, purchasing (or holding) the Notes for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A or (ii) it is outside the United States and is not a U.S. person;
- (b) that the Notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Notes have not been and will not be registered under the Securities Act or any other applicable U.S. State securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;
- (c) that, unless it holds an interest in a Regulation S Global Note and either is a person located outside the United States or is not a U.S. person, if in the future it decides to resell, pledge or otherwise transfer the Notes or any beneficial interests in the Notes, it will do so, prior to the date which is two years after the later of the last Issue Date for the Series and the last date on which the Issuer or an affiliate of the Issuer was the owner of such Notes, only (i) to the Issuer or any affiliate thereof, (ii) inside the United States to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, (iii) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (v) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. State securities laws;
- (d) that it will, and will require each subsequent holder to, notify any Purchaser of the Notes from it of the resale restrictions referred to in paragraph (c) above, if then applicable;
- (e) that Notes initially offered in the United States to QIBs will be represented by one or more Rule 144A Global Notes and that Notes offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Notes;
- (f) that the Notes, other than the Regulation S Global Notes, will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THE NOTES REPRESENTED BY THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A")) PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT

OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND, PRIOR TO THE DATE WHICH IS TWO YEARS AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES, OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).";

- (g) if it is outside the United States and is not a U.S. person, that if it should resell or otherwise transfer the Notes prior to the expiration of the distribution compliance period (defined as 40 days after the later of the commencement of the offering and the closing date with respect to the original issuance of the Notes), it will do so only (i)(A) outside the United States in compliance with Rule 903 or 904 under the Securities Act or (B) to a QIB in compliance with Rule 144A and (ii) in accordance with all applicable U.S. State securities laws; and it acknowledges that the Regulation S Global Notes will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT REFERRED TO HEREIN AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT

TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART."; and

- (h) that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Notes as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

No sale of Legended Notes in the United States to any one Purchaser will be for less than U.S.\$100,000 (or its foreign currency equivalent) principal amount and no Legended Note will be issued in connection with such a sale in a smaller principal amount. If the Purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least U.S.\$100,000 (or its foreign currency equivalent) Registered Notes.

QUEENSLAND TREASURY CORPORATION

In 1982, the State of Queensland (the "State" or "Queensland") established the Queensland Government Development Authority as a corporation sole constituted by the Under Treasurer pursuant to the *Statutory Bodies Financial Arrangements Act 1982* to act as a central borrowing authority for the State. The powers of that statutory body were expanded in 1988 and the name changed to Queensland Treasury Corporation ("Corporation") pursuant to the *Queensland Treasury Corporation Act 1988* (the "Act").

Under the Act, the Corporation has as its statutory objectives:

- (a) to act as a financial institution for the benefit of and the provision of financial resources and services to statutory bodies (as defined in the Act) and the State;
- (b) to enhance the financial position of the Corporation, other statutory bodies and the State; and
- (c) to enter into and perform financial and other arrangements that in the opinion of the Corporation have as their objective:
 - (i) the advancement of the financial interests of the State;
 - (ii) the development of the State or any part thereof; or
 - (iii) the benefit of persons or classes of persons resident in or having or likely to have an association with Queensland.

In furtherance of these objectives, the Act also provides that the Corporation has the following functions:

- (a) to borrow, raise or otherwise obtain financial accommodation in Australia or elsewhere for itself, statutory bodies or other persons;
- (b) to advance money or otherwise make financial accommodation available;
- (c) to act as a central borrowing and capital raising authority for the statutory bodies of the State;
- (d) to act as agent for statutory bodies in negotiating, entering into and performing financial arrangements;
- (e) to provide a medium for the investment of funds of the Treasurer of the State, statutory bodies or any other persons; and
- (f) to manage or cause to be managed the Corporation's financial rights and obligations.

As at 30 June 2019, the Corporation had assets totalling A\$139.549 billion and liabilities totalling A\$139.039 billion (compared to total assets of A\$133.832 billion and total liabilities of A\$132.677 billion as at 30 June 2018). The Corporation has two reporting segments. The Capital Markets Operations segment is responsible for providing debt funding, liability management, cash management and financial risk management advice to its public sector clients, while the Long Term Assets segment holds a portfolio of assets which are held to fund the superannuation and other long-term obligations of the State.

The Capital Markets Operations segment had assets totalling A\$110.203 billion and liabilities of A\$109.693 billion as at 30 June 2019 (compared to assets of A\$103.344 billion and liabilities of

A\$102.910 billion as at 30 June 2018). In relation to the Long Term Assets segment, assets totalled A\$29.346 billion and liabilities totalled A\$29.346 billion as at 30 June 2019 (compared to assets of A\$30.488 billion and liabilities of A\$29.766 billion as at 30 June 2018).

The financial statements of the Corporation comprise the Statement of Comprehensive Income, Balance Sheet, Statement of Changes in Equity, Statement of Cash Flows and Notes to and forming part of the Financial Statements.

Organisation and Structure of the Corporation

The Queensland Treasury Corporation Capital Markets Board (the "Board") was established under section 10 of the Act to determine and implement ongoing strategies for capital market operations.

The present Under Treasurer of the State is Mr Frankie Carroll.

The powers, functions and duties of the Under Treasurer (save for those relating to the Long Term Assets segment – see below) have been delegated to the Board. Members of the Board are appointed by the Governor in Council of the State and are not employees of the Corporation. The current Chairman of the Board is Mr Gerard Bradley.

The Chief Executive of the Corporation is Philip Noble. The senior management structure includes four Managing Directors namely Grant Bush, Mark Girard, Jane Keating and Rupert Haywood covering Funding and Markets, Client Advisory, Finance, Data and Compliance and Corporate Services respectively. Grant Bush is the Deputy Chief Executive.

The business address of the Corporation and the Board is Level 31, 111 Eagle Street, Brisbane, Queensland 4000 and the contact phone number is (+61) 7 3842 4600. No director has any actual or potential conflicts of interest between his or her duties to the Corporation and his or her private interest or other duties which have not been declared and managed.

Borrowing and Lending Activities of the Corporation

With respect to borrowings, the Corporation raises funds in domestic and international capital markets primarily for on-lending to Queensland Government bodies, which include statutory bodies and authorities, government departments, government owned corporations and local governments ("Government Bodies" or "clients").

At 30 June 2019, the total borrowings of the Corporation were A\$89.957 billion (A\$102.013 billion in market value). This amount included debt issued under overseas funding programmes equivalent to A\$1.687 billion based on the prevailing rates of exchange at 30 June 2019. Included in these overseas borrowings were Australian dollar denominated borrowings of A\$0.314 billion. All foreign currency borrowings are fully hedged back to Australian dollars by way of cross currency swaps and exchange contracts. The Capital Market Operations segment recorded a profit after tax of A\$125.9 million for the year ended 30 June 2019 compared to A\$94.3 million for the year ended 30 June 2018.

The repayment of principal and the payment of interest on all A\$ bonds (which, for purposes of the Act and certain other purposes, have been and are identified as "Inscribed Stock") issued by the Corporation under the domestic A\$ bond programme is unconditionally guaranteed by the Treasurer on behalf of the Government of Queensland pursuant to section 32 of the Act. In relation to all other liabilities of the Corporation, section 33 of the Act provides that the Treasurer on behalf of the Government of Queensland may guarantee with the approval of the Governor in Council the performance of the Corporation's obligations under any financial arrangements entered into by the Corporation. Pursuant to this provision, all offshore bond, medium term note and commercial paper programmes and issuance undertaken by the Corporation have been guaranteed by the Treasurer.

Furthermore, all amounts lawfully payable by the Corporation to its counterparties under relevant ISDA arrangements are guaranteed by the Treasurer pursuant to a deed of guarantee issued under section 33 of the Act.

The Corporation's borrowing and lending functions are separated. This separation is with a view to the Corporation borrowing in the markets in an orderly manner and, at the same time, reduces the likely negative impact on the Corporation's interest rates of borrowing large amounts to meet funding requirements when funds are required by clients.

Surplus borrowings are held to manage the Corporation's refinancing risk, clients' interest rate risk, and to manage the Corporation's liquidity risk. To ensure the Corporation has high levels of liquidity, these surpluses are held in funding pools with highly liquid investments being made with high quality credit counterparties.

As at 30 June 2019, the Corporation's on-lendings to its clients totalled A\$87.130 billion of which A\$27.666 billion was to government owned corporations.

Long Term Assets

The Corporation holds a portfolio of assets that were transferred to the Corporation by the Queensland Government under an administrative arrangement. These assets are the investments of the Corporation's Long Term Assets segment and were accumulated to fund superannuation and other long-term obligations of the State, such as insurance. In return, the Corporation issued to the State fixed rate notes which has resulted in the State receiving a fixed rate of return on the notes, while the Corporation bears the impact of fluctuations in the value and returns on the asset portfolio.

The State Investment Advisory Board ("SIAB"), formerly the Long Term Asset Advisory Board (the "LTAAB") is responsible for oversight of the Long Term Assets which do not form part of the Corporation's day-to-day capital market operations. The Long Term Assets are held in unit trusts managed by QIC Limited. Effective 4 July 2019, the LTAAB was renamed as the SIAB. Board Membership includes the Under Treasurer, the Deputy Under Treasurer, Economic and Fiscal Coordination and three external members.

Due to a change in the accounting policy, the liabilities in the Long Term Assets segment are now valued at fair value, removing the accounting mismatch between the assets and liabilities that existed in prior periods. As a result of the accounting policy change the Long Term Assets segment will not generate any profit or loss for QTC and the segment will have a nil Net equity.

The market value of assets and liabilities held under this arrangement as at 30 June 2019 totalled A\$29.346 billion.

Under section 15 of the Act, profits made by the Corporation shall accrue to the benefit of the State's Consolidated Fund and any losses shall be the responsibility of the State's Consolidated Fund.

Enterprise-wide Risk Management

The Corporation has an established Enterprise-wide Risk Management Program including Enterprise-wide Risk Management policies and procedures. As part of this Enterprise-wide Risk Management Program, the Corporation continues to monitor and manage its risks through identification of both material and non-material risks. Material risks are those risks that have the potential to materially affect the achievement of the Corporation's objectives. Material risks include the risk that the corporation cannot access funding to meet debt servicing obligations and client borrowing requirements. This risk has the potential to significantly impact the Corporation's ability to fulfil its obligations under its funding programmes and facilities.

To offset the risks associated with the Corporation's inability to access suitable funding markets when required, it holds significant levels of highly liquid surplus assets, which can be readily liquidated if required. Included in these surplus assets are funds held on account of the Corporation borrowing in advance of requirement to fund both the redemption of maturing debt and to fund clients' debt financing requirements.

QUEENSLAND

General

The State of Queensland (the "State" or "Queensland") has the second largest land area of the six Australian States and the largest habitable area. It occupies the north-eastern quarter of Australia, covering 1.7 million square kilometres, stretching from the sub-tropical and densely populated southeast to the tropical, sparsely populated Cape York Peninsula in the north. The State's geography and climate are suitable for the production of a wide variety of agricultural products, the most important being meat, grains, sugar and cotton. In addition, the State has extensive deposits of minerals and gasses (including large reserves of coal and one of the world's largest known bauxite deposits), a diverse industrial base, well-developed ports and transportation systems and an educated workforce. A land transportation network of approximately 10,000 kilometres of railway lines and 184,000 kilometres of roads supports the development of the State's resources.

Queensland is the third most populous state in Australia with a population of around 5.10 million persons, or 20.1% of Australia's population, at the end of June 2019. Approximately two-thirds of Queensland's population lives in the Brisbane, Gold Coast and Sunshine Coast regions in the south-eastern corner of the State, an area with mild climate and a developed industrial base. The remainder of the State's population is spread quite widely, making Queensland's population the most dispersed of the Australian states.

Brisbane, the capital of Queensland, with its surrounding metropolitan area has approximately 2.4 million residents. There are nine other population centres in Queensland with over 50,000 residents.

Government of Queensland

The Commonwealth of Australia ("Australia" or the "Commonwealth") was formed as a federal union on 1 January 1901, when the six British colonies of New South Wales, Victoria, Queensland, South Australia, Western Australia and Tasmania were united as states in a federation. In addition to the six states, Australia has a number of territories including the Northern Territory and the Australian Capital Territory, the latter containing the nation's capital of Canberra.

The federal Parliament can make laws only on certain matters. These include international and inter-state trade; foreign affairs; defence; immigration; taxation; banking; insurance; marriage and divorce; currency and weights and measures; post and telecommunications; and invalid and old age pensions. On some matters the Commonwealth is given exclusive powers and as such, the states are unable to legislate in these areas. On other matters, the Commonwealth and the states have concurrent powers, whereby both the Commonwealth and the states may legislate. The states retain legislative powers over matters not specifically listed in the Constitution. In cases of conflict in areas where the Commonwealth and states have concurrent powers to make laws, Commonwealth law has priority and the state law is invalid to the extent of any inconsistency.

State powers include control over education, public health, police and justice, transport, roads and railways, industry, mining and agriculture, public works, ports, forestry, electricity, gas, and water supply and irrigation.

While Queensland has autonomy and control in respect of those functions which are its constitutional responsibility, it forms a part of the Commonwealth and in many important respects its economic performance and prospects are closely interrelated with those of Australia as a whole. In particular, primary responsibility for overall economic management in Australia rests with the Commonwealth Government. For example, the Commonwealth Government has responsibility for national budget

policy, fiscal policy, and external policy. In addition, while most wage rates have been traditionally centrally determined through Federal and state conciliation and arbitration tribunals, legislation over the last two decades underpins a move away from central wage fixation toward enterprise based agreements.

Legislative powers in Queensland are vested in the State Parliament, which consists of a single chamber, the Legislative Assembly, elected by the compulsory vote of all persons 18 years of age or over, for a term not exceeding three years.

The most recent State election was held in November 2017. The Australian Labour Party was returned to Government for a second term after winning 48 seats (of a 93 seat parliament) to form an outright majority. The current Premier is the Honourable Anastacia Palaszczuk, who entered the State Parliament in 2006. The next State election is due to be held in October 2020 and subsequently every four years, following the recent commencement of fixed four-year terms.

The executive power of the State is formally exercised by the Governor of Queensland (the "Governor"), who is the representative of the Crown and is advised by the Executive Council. The Executive Council is comprised of the Governor and the Ministry. The Ministers are members of the party or coalition of parties which command the support of a majority in the Legislative Assembly. Including the Premier, there are at present a total of 18 Ministers. In practice, the executive power of the State is exercised by the Cabinet (which in Queensland, consists of all Ministers) with the decisions of the Cabinet being formally ratified by the Governor when necessary. As is the case federally, it is a well-established convention that, except in extraordinary circumstances, the Governor acts on the advice of the Cabinet.

The authority of Queensland's Parliament is required for the raising of all state revenues and for all state expenditures. The State's accounts (including the accounts of the Corporation) are audited on a continuing basis by the State's Auditor-General, who is an appointee of the Governor in Council and who reports annually to the Queensland Parliament on each year's financial operations.

Each Minister is responsible to Parliament for the operation of one or more Government departments, as well as any associated statutory authorities. Departments are staffed by independent public servants with each department having a Director-General who, under the *Financial Accountability Act 2009*, is responsible for the financial administration of the funds provided by Parliament for use by that department.

The State judicial system operates principally through the Land Court, Children's Court, Magistrates Court, the District Court, the Supreme Court and the Queensland Civil and Administrative Tribunal. The Court of Appeal is a division of the Supreme Court. The judiciary in Queensland is appointed by the Crown, as represented by the Governor, acting upon the advice of the Cabinet.

A number of separate entities have been established in Queensland under special Acts of Parliament to carry out particular functions or to provide specific community services. These entities are variously referred to as "Statutory Authorities", "Statutory Bodies", "Semi-Government Authorities", "Local Authorities", "Local Governments", "Government Owned Corporations" or "public enterprises".

QUEENSLAND ECONOMY

Overview

Queensland has a modern, vibrant economy, supported by a diverse range of industries, including agriculture, resources, construction, tourism, manufacturing and services.

Over the past two decades, Queensland's economic growth has generally exceeded the national average. Following the resources investment boom and associated ramp-up in liquefied natural gas ("LNG") exports in recent years, economic growth is expected to be more wide-ranging and largely in line with national growth in coming years.

Agriculture, forestry and fishing is a vital part of Queensland's diverse economy and an important part of the State's heritage, particularly in rural and regional areas. The bulk of Queensland's agricultural commodities are produced for export, providing a significant contribution to foreign earnings.

Queensland has well developed coal and minerals industries, and the LNG industry has recently seen rapid expansion and transformation into a major international export sector. The State's coal and bauxite reserves are among the largest in the world, generally of high grade and easily accessible.

Queensland is the world's largest seaborne exporter of metallurgical coal (used to produce steel), with a large proportion of the State's coal currently produced from the Bowen Basin. A wide variety of minerals are produced in Queensland, with bauxite, copper, zinc, lead, silver and gold being the most common. The largest concentration of minerals mines is in the region surrounding Mount Isa.

While Queensland's natural gas industry has been operating since the 1960s, the development of coal seam gas extraction and the significant investment in LNG plants at Gladstone has opened the sector up to major export markets in Asia valued at A\$15.7 billion in 2018-19. LNG has become Queensland's second most valuable commodity export after metallurgical coal.

Most of the resources produced in Queensland are used overseas. Overseas exports of coal, LNG and minerals accounted for around 66% of Queensland's international goods and services exports in 2018-19.

Historically, the manufacturing industry has not been as important to the Queensland economy as other Australian States. Manufacturing in Queensland specialised to meet the internal requirements of the Queensland economy, including minerals processing and agriculture. However, in recent years the manufacturing sector has diversified and expanded into higher value-added and high technology industries.

International and interstate tourism is also an important contributor to the Queensland economy. Queensland boasts many natural attractions, including the Great Barrier Reef, extensive beaches, island resorts and tropical rainforests as well as cosmopolitan cities and a unique countryside.

Like all modern economies, Queensland has an extensive service sector which complements a diverse range of activities, including construction, wholesale and retail trade, communications, business and financial services, as well as the tourism sector.

There have been significant structural changes in the Queensland economy over the past 20 years. The importance of the manufacturing sector has gradually declined over the period, while the importance of the financial and insurance and professional scientific and technical services sectors has increased.

Economic Strategy

The Queensland Government (the “Government”) is focused on building a strong economy and providing improved employment opportunities for all Queenslanders, while ensuring a responsible approach to managing the State's finances.

Since 2015, the Palaszczuk Government’s Economic Plan (the “Economic Plan”), as outlined in successive State Budgets, has been integral in driving economic prosperity, jobs and enhancing living standards across the State, through its focus on:

- increasing the economic opportunities available to Queenslanders;
- enhancing the capacity of Queenslanders to access and capitalise on these opportunities; and
- ensuring all Queenslanders share in the prosperity and improved quality of life these opportunities deliver.

The Economic Plan focuses on delivering these outcomes through six key policy channels.

- (1) Fostering entrepreneurship and innovation;
- (2) Promoting business investment and exports;
- (3) Delivering and facilitating productive infrastructure;
- (4) Growing Queensland’s human capital;
- (5) Optimising the use of Queensland’s land and natural resources; and
- (6) Leading an innovative, active and responsive public sector.

Consistent with one of the key planks of the Economic Plan, delivering and facilitating productive infrastructure, the Government is delivering on its substantial significant capital works programme outlined in the 2019 – 20 Budget, thereby unlocking economic and business growth opportunities and acting as a catalyst for private sector investment and innovation across the State.

Consistent with the Economic Plan, the Government is also maintaining an ongoing focus on building the productive capacity and resilience of the State’s traditional, emerging and new industries, which is critical to driving sustainable economic growth and supporting the ongoing prosperity of Queensland families, communities and regions.

Economic Growth

Queensland's economy grew by 1.4% in 2018-19, down from the 3.7% recorded in the previous year. Real gross state product (the "GSP") growth in 2018-19 was primarily driven by growth in household consumption, public final demand and net overseas exports. Private investment detracted from growth, driven by falls in both business investment and dwelling investment, while the balancing item (which includes net interstate trade and the statistical discrepancy) also detracted from growth.

Real Economic Growth – Queensland and Australia (original, CVM^(a))

	Queensland GSP		Australia GDP	
	A\$ billion ^(a)	% change	A\$ billion ^(a)	% change
2013-14	320.7	2.1	1,671.5	2.5

	Queensland GSP		Australia GDP	
	A\$ billion ^(a)	% change	A\$ billion ^(a)	% change
2014-15	323.8	1.0	1,708.2	2.2
2015-16	331.7	2.4	1,755.5	2.8
2016-17	339.7	2.4	1,797.0	2.4
2017-18	352.2	3.7	1,849.9	2.9
2018-19	357.0	1.4	1,885.0	1.9

(a) Chain volume measures; reference year 2017-18.

Source: ABS 5220.0.

Major Economic Indicators

The following table lists selected major economic indicators for Queensland:

	Queensland Major Economic Indicators				
	2014-15	2015-16	2016-17	2017-18	2018-19
Overseas merchandise exports (A\$ billion)	46.5	47.9	66.5	74.3	87.3
Retail turnover (A\$ billion)	58.6	60.2	61.9	62.5	64.8
Private gross fixed capital formation (A\$ billion)	71.4	63.0	65.0	69.4	66.6
Resources exports (A\$ billion)	35.1	35.3	53.4	61.1	73.3
Agricultural production (A\$ billion)	13.3	14.6	15.1	14.8	14.0
Employment ('000 persons) ^(a)	2,324	2,363	2,367	2,464	2,501
Unemployment rate (%) ^(a)	6.5	6.2	6.2	6.0	6.1
Increase in consumer prices (%) ^(a)	1.9	1.6	1.7	1.7	1.6
Average weekly total earnings (A\$) ^(a)	1,106	1,118	1,123	1,150	1,197

(a) Year-average.

Note: All monetary values are in current prices.

Sources: ABS 5220.0; 5368.0; 6202.0; 6302.0; 6401.0; 8501.0; Queensland Department of Agriculture and Fisheries; Queensland Department of Natural Resources, Mines and Energy.

Structure of the Queensland Economy

The following table shows the annual percentage changes and contributions to growth in GSP/GDP in Queensland and Australia for 2017-18 and 2018-19.

Components of Economic Growth
(original, CVM^(a))

	Queensland				Australia			
	Annual growth %		Contribution to GSP growth (% points)		Annual growth %		Contribution to GDP growth (% points)	
	2017 -18	2018 -19	2017 -18	2018- 19	2017- 18	2018- 19	2017- 18	2018- 19
Household consumption	2.6	2.0	1.5	1.1	2.9	1.9	1.6	1.1
Private investment	5.5	-6.1	1.1	-1.2	5.3	-2.7	1.0	-0.5
-Dwellings	-3.8	-2.4	-0.2	-0.1	0.5	-0.5	0.0	0.0
-Business investment	13.5	-7.9	1.3	-0.9	10.7	-3.0	1.0	-0.3
Non-dwelling construction	17.3	-15.6	1.0	-1.0	12.9	-7.6	0.7	-0.4
Machinery and equipment	8.0	4.4	0.3	0.2	7.7	3.9	0.3	0.1
-Other private investment	-1.5	-6.6	0.0	-0.2	0.7	-5.1	0.0	-0.2
Private final demand ^(b)	3.4	-0.1	2.5	-0.1	3.5	0.7	2.6	0.5
Public final demand ^(b)	4.8	4.0	1.2	1.0	3.6	4.0	0.9	1.0
Overseas exports	1.9	4.4	0.5	1.1	4.1	3.8	0.9	0.8
Overseas imports	14.9	-1.0	-2.4	0.2	7.2	-0.1	-1.5	0.0
Balancing item	n.a.	n.a.	2.1	-0.5	n.a.	n.a.	0.0	-0.2
Statistical discrepancy	n.a.	n.a.	-0.1	-0.3	n.a.	n.a.	0.0	-0.3
GSP/GDP	3.7	1.4	3.7	1.4	2.9	1.9	2.9	1.9

(a) Chain volume measure; reference year 2017-18.

(b) Final demand constitutes final consumption expenditure plus gross fixed capital formation.

Source: ABS 5220.0

Based on the Australian Bureau of Statistics ("ABS") *Annual State Accounts* (5220.0.) data (see table above), key features are:

- Household consumption in Queensland rose by 2.0% in 2018-19, following a 2.6% rise in the previous year. Households' income growth strengthened further in 2018-19, benefiting from improved labour market conditions in recent years, and a modest improvement in wages growth.
- Dwelling investment fell by 2.4% in 2018-19, following a fall of 3.8% in the previous year. A substantial build-up of apartments, particularly in inner-city Brisbane, along with a tightening of lending standards for investors and concerns about contagion from falling property prices in Sydney and Melbourne has driven weakness in dwelling investment in Queensland.

Although some of these factors have begun to ease in recent months, dwelling investment is still expected to be constrained in 2019-20.

- Business investment in Queensland fell by 3.0% in 2018-19, driven by global uncertainty, prolonged drought and a wind back in investment in renewable energy projects. The fall over the year was driven by new building construction (down 20.7%) and engineering construction (down 11.0%). Machinery and equipment investment (up 4.4%) grew solidly in 2018-19.
- Overseas exports grew by 4.4% in 2018-19, driven by LNG, coal and education exports. Overseas imports fell by 1.0% in 2018-19, driven by decrease in non-industrial transport equipment (cars etc.), fuels and lubricants and processed industrial supplies imports. As a result, net overseas exports contributed 0.9 percentage point to Queensland's economic growth in 2018-19.

Overseas Merchandise Exports

Queensland is Australia's second largest exporting state, accounting for 23.4% of Australia's total merchandise exports in 2018-19.

The nominal value of Queensland's overseas merchandise exports rose by 17.5% in 2018-19, driven by higher export prices for coal and LNG.

The value of Queensland's coal exports rose by A\$5.6 billion, to A\$46.3 billion in 2018-19, reflecting an increase in the value of all three types of coal, particularly hard-coking coal. This was driven primarily by a rise in export prices (reflecting both a lower exchange rate and elevated US\$ denominated coal prices). Queensland's coal exports (particularly hard coking coal) have benefited from elevated prices since late-2016, although spot prices have declined more recently.

Queensland Treasury estimates the value of LNG exports rose by A\$5.0 billion to A\$15.7 billion in 2018-19. The increase was driven by higher export prices, which are linked to oil prices. The ramp-up phase in LNG exports volumes is now largely complete, with volumes growing 6.1% in 2018-19, following growth of 4.8% in 2017-18 and 59.6% in 2016-17. With 5 of the 6 LNG trains now operating at close to full capacity, further growth in volumes will be dependent on new gas developments.

The value of minerals exports rose by A\$1.4 billion to A\$10.7 billion in 2018-19, reflecting increases in the value of aluminium, zinc, lead and copper exports. Export volumes for bauxite, zinc and lead were higher, while alumina and copper benefited from higher prices.

The value of meat exports rose by 18.0%, to A\$6.0 billion in 2018-19, driven by an increase in both export volumes and prices. Dry weather conditions encouraged graziers to unload cattle stock, driving increased beef and live cattle exports following significant falls in recent years. Looking ahead, a reduced cattle stock is expected to limit growth in beef exports, while the North Queensland floods in February 2019 is expected to further constrain future export volumes, with an estimated 3-5% of the Queensland herd lost as a result of the weather event.

Partly offsetting the gains from strong beef exports in 2018-19 was the fall in the nominal value of crop exports, particularly chickpeas. The value of chickpea exports fell by 51.6% in 2017-18 and a further 67.5% in 2018-19, reflecting both lower production due to dry conditions and a fall in demand due to the tariffs imposed by the Indian government since December 2017 (previously Queensland's largest chickpea export market). The value of textile fibres exports also substantially declined over the last two years (down 71.7% in 2017-18 and down 88.2% in 2018-19) as a result of the prolonged drought negatively impacting cotton production, which is a very water dependent crop.

Overseas Merchandise Exports, Queensland
(A\$ million, current prices)

Export Categories ^(a)	2016-17	2017-18 ^(p)	2018-19 ^(p)
Rural^(b)			
Meat	4,658	5,062	5,974
Textile fibres	873	247	29
Cereals and cereal preparations	527	272	184
Vegetables and fruit	1,853	1,192	677
Feeding stuff for animals	132	135	134
Other rural	1,720	1,761	1,683
Total	9,762	8,669	8,681
Crude minerals			
Coal, coke and briquettes ^(c)	35,954	40,668	46,308
Metalliferous ores ^(d)	4,478	5,566	6,670
Petroleum and related products/materials	80	104	186
Gas, natural and manufactured ^(e)	8,642	10,738	15,727
Other crude minerals	17	22	18
Total	49,170	57,098	68,909
Processed minerals and metals^(b)			
Non-ferrous metals ^(b)	3,943	3,744	4,078
Other processed minerals and metals	263	287	314
Total	4,207	4,031	4,392
Other manufactures			
Machinery and non-transport equipment	1,276	1,390	1,492
Chemicals, fertilisers (excl. crude), plastics, etc.	639	873	1,082
Transport equipment	400	516	619
Leather, rubber, other materials, furniture, clothing, etc.	244	253	290
Miscellaneous manufactures and beverages	497	552	622
Total	3,056	3,583	4,107
Manufactures (sum of processed minerals and metals and other)	7,263	7,614	8,499
Confidential	290	881	1,204
Total overseas exports of merchandise goods^(b)	66,486	74,262	87,293

(p) Preliminary.

(a) Based on the Standard International Trade Classification (the "SITC"), Revision 3.

(b) Sugar and some processed metal exports are not available at the state level and therefore the State total understates the actual amount of exports.

(c) Includes Queensland Treasury's estimate of coal exports which have been confidentialised by the ABS.

(d) Includes Queensland Treasury's estimate of alumina exports which have been confidentialised by the ABS.

(e) Includes Queensland Treasury's estimate of LNG exports which have been confidentialised by the ABS.

Note: Values have been rounded to the nearest A\$ million.

Source: ABS unpublished foreign trade data.

Queensland produces a wide variety of mineral and agricultural commodities for export. The development of large capacity rail and port facilities has increased Queensland's competitiveness in world markets and has improved access to significant Asian and European markets.

In the 2018-19 financial year, the A\$ exchange rate averaged U.S.\$0.72 (a 7.7% depreciation on the previous year, and a 30.4% depreciation on six years ago). A sustained lower A\$ is seen as an important element in stimulating non-mining sectors of the economy, including agricultural and service exports, as they become relatively cheaper for foreign buyers. So far in 2019-20, the A\$ has depreciated further against the U.S.\$, averaging U.S.\$0.68 in the first five months.

Although Queensland exports to a range of overseas markets, the major destinations for Queensland merchandise are countries in Asia, which account for around 84% of all exports (see table below). China remained Queensland's largest export market in 2018-19, accounting for 33.0% of the State's overseas merchandise exports, increasing its share by 2.5 percentage points from 2017-18. Japan had been Queensland's largest export market for several decades prior to 2012-13, but its share of total exports has been trending downwards in part due to growth in exports to China. Other major export markets in 2018-19 included India, South Korea and the European Union.

The major destinations for Queensland's exports in recent years are outlined in the following table:

Queensland's Major Overseas Markets for Exports of Goods
(% of total, current prices)

	2016-17	2017-18 ^(p)	2018-19 ^(p)
North Asia Total	58.3	61.4	62.0
China	26.2	30.4	33.0
Japan	15.6	15.8	13.9
South Korea	12.0	10.6	10.9
Taiwan	3.9	4.0	3.8
Hong Kong	0.6	0.5	0.4
South Asia Total	21.9	20.6	21.6
India	13.9	13.2	12.4
Indonesia	1.5	1.6	1.8
Malaysia	1.1	1.4	2.4
Thailand	0.9	0.6	0.8
Singapore	1.5	0.8	0.9
North America	3.6	2.9	3.0
US	2.4	2.1	2.1
Canada	1.2	0.8	0.8
European Union ^(a)	7.9	7.3	6.3
New Zealand	1.4	1.4	1.3
Brazil	2.0	1.7	1.2
Other	4.9	4.8	4.8

(a) Includes UK.

(p) Preliminary.

Source: ABS unpublished foreign trade data.

Tourism Exports

Following strong growth in recent years, the number of overseas tourist nights (tourists are defined as people visiting family/relatives or holidaying) spent in Queensland fell 0.6% in 2018-19, to

36.0 million nights. Overall, the United Kingdom was the largest individual source of international tourist nights to Queensland in 2018-19, at 4.33 million nights, ahead of New Zealand (4.05 million) and China (3.78 million). International tourist nights from Asia have grown strongly over the past five years (up 36.3% to 15.36 million nights), with China (up 61.7% to 3.78 million), India (up 99.2% to 1.55 million) and Taiwan (up 29.2% to 2.46 million) the largest contributors to growth over this period.

Overseas tourist^(a) nights by source, Queensland
(thousand nights)

	2016-17	2017-18	2018-19
New Zealand	3,815	4,108	4,050
China	3,744	4,461	3,776
Japan	2,523	2,362	2,124
Taiwan	2,004	2,273	2,464
Korea	2,050	1,963	1,932
Other Asia	4,668	4,913	5,061
United Kingdom	4,134	4,200	4,329
Germany	1,911	1,942	1,641
Other Europe	4,399	4,820	4,784
United States	1,771	1,835	1,885
Other Countries	3,634	3,375	3,988
Total	34,653	36,250	36,035

(a) Tourists are defined as people visiting friends/relatives or holidaying.

Source: *Tourism Research Australia*

Interstate tourists are also an important tourism market for Queensland and have traditionally contributed more to Queensland economic activity than international tourism. In 2017-18 (latest data available), Queensland's interstate tourism gross value added ("GVA") was the second highest of all states, at A\$3.4 billion, slightly behind New South Wales (A\$3.6 billion).

Interstate tourist nights to Queensland rose by 11.7% in 2018-19 following a growth of 3.1% in the previous year.

Overseas Merchandise Imports

The nominal value of Queensland's overseas merchandise imports rose by 7.3% to A\$49.0 billion in 2018-19. The increase in the value of imports was the result of growth in mineral fuels, petroleum and lubricants (up by A\$1.2 billion), other manufactured goods (up by A\$0.8 billion), and other machinery and transport equipment (up by A\$0.4 billion).

The value of Queensland's imports in recent years is outlined in detail in the following table:

Overseas merchandise imports, Queensland
(A\$ million, current prices)

Import Categories ^(a)	2016-17	2017-18	2018-19 ^(p)	Annual change, 2018-19, %
Live animals, food, beverages & tobacco	2,000	2,058	2,226	8.2
Mineral fuels, petroleum and lubricants	6,914	8,958	10,136	13.1
Chemicals	2,250	2,312	2,433	5.2

Import Categories ^(a)	2016-17	2017-18	2018-19 ^(p)	Annual change, 2018-19, %
Road motor vehicles	7,463	8,698	8,609	-1.0
Other machinery and transport equipment	8,897	10,665	11,024	3.4
Other manufactured goods	8,847	9,997	10,840	8.4
Other	2,823	2,998	3,752	25.1
Total overseas imports of goods	39,194	45,688	49,020	7.3

(a) Based on the SITC.

(p) Preliminary.

Note: Values have been rounded to the nearest A\$ million.

Source: ABS unpublished foreign trade data.

Population and Employment

As at 30 June 2019 (latest data available), Queensland's estimated resident population was 5.10 million, accounting for 20.1% of Australia's population. Population growth in Queensland has picked up in recent quarters following a period of moderation from September quarter 2012 to September quarter 2015. Over the year to June quarter 2019, Queensland's population grew by 1.7%, slightly stronger than national population growth of 1.5% over the same period.

Net interstate migration remained strong in the year to June quarter 2019, at 22,831 persons Net overseas migration continued to strengthen, from 27,741 persons over the year to June quarter 2018 to 32,963 over the year to June quarter 2019. Natural increase (births minus deaths) contributed to 29,882 persons over the year to June quarter 2019.

In year average terms, Queensland's employment rose by 1.5% in 2018-19, following the growth of 4.1% in the previous year. Employment growth was higher in South East Queensland (up by 1.6%), than it was in regional Queensland (up by 1.2%). The growth in South East Queensland was concentrated in service related industries.

Queensland's labour force participation rate fell by 0.2 percentage point in 2018-19, following a large rise in 2017-18 (up by 1.4 percentage points), as people encouraged by strong employment growth in 2017-18 re-entered the labour market. With the labour force growing (up by 1.6%) by slightly more than employment in 2017-18, the year-average unemployment rate rose marginally, from 6.0% to 6.1%.

In 2018-19, public administration, education, accommodation and food services, wholesale trade and mining were the largest contributors to Queensland's employment growth, more than offsetting declines in retail trade, rental and real estate, support services, other services and transport employment. Mining industry employment (which accounted for around 2.7% of total employment in 2018-19) continued to rebound in 2018-19, but remains well below its peak in 2013-14. Health care, which has remained Queensland's largest employing industry since 2010-11, accounted for 35% of the employment growth in Queensland over the past five years.

The following tables show employment by industry for Queensland and the rest of Australia and average annual growth over the six years up to 2018-19.

Employed Persons by Industry, Queensland^(a)

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2013-14 to 2018-19
	('000)	('000)	('000)	('000)	('000)	('000)	Average annual % change
Agriculture, Forestry & Fishing	55.3	54.8	58.7	52.4	63.0	69.6	4.7
Mining	77.3	64.8	57.8	57.5	61.0	68.2	-2.5
Manufacturing	177.5	167.0	168.9	164.5	170.4	171.2	-0.7
Electricity, Gas, Water & Waste Services	33.4	32.1	31.0	24.6	33.0	30.0	-2.1
Construction	229.3	216.5	208.3	229.3	238.8	236.0	0.6
Wholesale Trade	67.7	69.7	68.5	64.4	64.4	73.3	1.6
Retail Trade	268.7	251.6	254.9	253.6	262.0	253.1	-1.2
Accommodation & Food Services	148.7	177.0	166.5	180.8	181.9	192.6	5.3
Transport, Postal & Warehousing	125.4	122.6	132.8	132.4	140.5	136.3	1.7
Information Media & Telecommunications	30.5	31.5	32.9	35.7	28.4	33.3	1.8
Financial & Insurance Services	53.8	59.1	66.9	63.3	62.1	65.9	4.2
Rental, Hiring & Real Estate Services	48.0	48.0	48.8	50.0	47.9	42.5	-2.4
Professional, Scientific & Technical Services	163.7	182.1	177.1	171.9	169.4	169.3	0.7
Administrative & Support Services	83.4	82.0	85.3	80.1	90.6	85.5	0.5
Public Administration & Safety	151.2	152.0	149.9	162.7	149.7	168.2	2.2
Education & Training	175.6	181.3	197.3	189.0	203.1	217.9	4.4
Health Care & Social Assistance	281.7	292.1	314.0	312.5	351.3	350.6	4.5
Arts & Recreation Services	39.9	42.2	41.6	43.2	45.2	43.6	1.8
Other Services	102.8	105.4	104.3	102.3	106.3	101.8	-0.2
Total^(b)	2,313.9	2,331.7	2,365.6	2,370.3	2,469.0	2,509.0	1.6

(a) Yearly average.

(b) Industry estimates of employment are compiled on the mid-month of each quarter. Therefore, the total of industry employment does not match the aggregate monthly estimates of employed persons.

Note: Due to rounding, amounts may not add to totals.

Source: ABS 6291.0.55.003

Employed Persons by Industry, Rest of Australia^(a)

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2013-14 to 2018-19
	('000)	('000)	('000)	('000)	('000)	('000)	Average annual % change
Agriculture, Forestry & Fishing	256.5	262.4	262.0	251.9	266.3	263.8	0.6
Mining	185.3	156.4	162.9	161.4	161.8	178.4	-0.7
Manufacturing	749.4	747.7	710.5	744.0	736.0	734.5	-0.4
Electricity, Gas, Water & Waste Services	117.4	110.0	112.5	112.8	115.8	123.9	1.1
Construction	792.4	813.7	841.2	856.5	932.2	929.5	3.2

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2013-14 to 2018-19 Average annual % change
	('000)	('000)	('000)	('000)	('000)	('000)	
Wholesale Trade	324.3	319.6	304.0	298.9	301.2	316.7	-0.5
Retail Trade	950.5	984.5	1,014.2	985.7	1,024.7	1,025.1	1.5
Accommodation & Food Services	609.5	641.6	661.5	682.4	708.4	708.4	3.1
Transport, Postal & Warehousing	462.7	480.8	490.9	486.5	499.8	521.3	2.4
Information Media & Telecommunications	166.6	181.1	177.8	180.5	192.7	181.5	1.7
Financial & Insurance Services	361.0	351.4	366.8	373.8	368.8	379.4	1.0
Rental, Hiring & Real Estate Services	155.3	163.6	163.4	159.1	164.2	169.8	1.8
Professional, Scientific & Technical Services	739.5	789.5	819.2	846.6	858.7	935.1	4.8
Administrative & Support Services	302.5	309.6	337.9	350.4	325.0	343.8	2.6
Public Administration & Safety	596.1	577.1	591.0	614.2	588.1	667.3	2.3
Education & Training	719.6	742.9	743.1	792.9	822.0	823.8	2.7
Health Care & Social Assistance	1,112.3	1,142.3	1,223.7	1,251.1	1,321.4	1,333.6	3.7
Arts & Recreation Services	162.6	185.3	186.8	176.6	201.6	205.7	4.8
Other Services	379.3	373.8	368.5	384.0	392.3	402.7	1.2
Total ^(b)	9,142.4	9,333.3	9,537.8	9,709.4	9,980.9	10,244.2	2.3

(a) Yearly average.

(b) Industry estimates of employment are compiled on the mid-month of each quarter. Therefore, the total of industry employment does not match the aggregate monthly estimates of employed persons.

Note: Due to rounding, amounts may not add to totals.

Source: ABS 6291.0.55.003

Prices

The Brisbane consumer price index ("CPI") rose by 1.6% in 2018-19, slightly lower than in 2017-18 (1.7%). This compares to an average annual growth in Brisbane's consumer prices of 2.6% since the Reserve Bank of Australia's adoption of inflation targeting in 1993-94. The national CPI rose by 1.6% in 2018-19.

Income

Queensland recorded growth in average weekly earnings of 4.1% in 2018-19, compared with 2.7% growth nationally. The most recent figures available for average weekly earnings and household income per capita are listed below:

State	Measures of Income	
	Household income per capita	Average weekly earnings
	2018-19 A\$	2018-19 A\$
Queensland	60,543	1,197
New South Wales	68,014	1,275
Victoria	58,347	1,200
South Australia	61,527	1,082

State	Household income per capita	Average weekly earnings
	2018-19 A\$	2018-19 A\$
Western Australia	70,340	1,305
Tasmania	57,185	1,049
Australia	64,335	1,232

Sources: ABS 5220.0 and 6302.0

Wages Policy

Wage bargaining at the enterprise level has become widely accepted in Australia since its introduction in October 1991 and has gradually replaced the 'Award' system of centralised wage-fixing as the dominant method of structured wages negotiation in Australia.

As of May 2018 (latest data available), 65.2% of Queensland workers were covered by collective agreements or awards. In comparison, 31.6% of workers were covered by individual agreements.

On 31 December 2009, Queensland legislation referred state industrial relations powers for the private sector to the Commonwealth. This referral complemented the Commonwealth legislation for a national industrial relations system, which commenced on 1 January 2010. The national industrial relations system applies to all Queensland private sector employees. Public sector and local government workers in Queensland generally remain under the state industrial relations system. As of June 2019, State and local public sector employees in Queensland totalled 384,300 persons, accounting for 15.3% of all employees in the State.

The Coalition (led by the Liberal Party of Australia) formed a federal government on 7 September 2013, and were re-elected in July 2016 and May 2019. The current Federal Government's policies promote enterprise bargaining, continuing a transition to a more decentralised system.

PRINCIPAL SECTORS OF THE QUEENSLAND ECONOMY

The following table shows the main components of Queensland and Australia's industry gross value added.

Queensland/Australian Gross Product-Major Industry Sectors, 2018-19^(a)
(CVM, 2017-18 reference year)

Sector	Queensland	Australia	Queensland as a share of Australia
	(A\$ millions)	(A\$ millions)	(%)
Agriculture, forestry and fishing	8,516	40,702	20.9
Mining	43,454	160,614	27.1
Manufacturing	21,008	105,267	20.0
Construction	26,646	136,792	19.5
Services ^(b)	236,816	1,315,391	18.0
TOTAL	336,439	1,758,767	19.1

(a) Based on industry gross value added. Gross value added refers to the value of output at basic prices minus the value of intermediate consumption at purchasers' prices. Basic prices valuation of output removes the distortion caused by variations in the incidence of commodity taxes and subsidies across the output of individual industries.

(b) Includes electricity, gas, water & waste services, wholesale trade, retail trade, accommodation & food services, transport, postal & warehousing, information, media & telecommunications, finance & insurance services, rental, hiring & real estate services, professional, scientific & technical services, administrative & support services, public administration & safety, education & training, health care & social assistance, arts & recreation services, other services and ownership of dwellings.

Source: ABS 5220.0.

Mining

Over the past decade, the mining sector has been a significant contributor to Queensland's economy.

Queensland has large reserves of coal, bauxite, gold, copper, silver, lead and zinc, as well as large 'unconventional' resources of coal seam natural gas.

Three major Coal Seam Gas to Liquefied Natural Gas (CSG-to-LNG) projects commenced production in Queensland in 2015, with a total capital expenditure in excess of A\$60 billion.

The first gas was exported from the Queensland Curtis LNG project in January 2015, and 2015-16 saw the first year of substantial LNG exports, with all LNG "trains" becoming operational by October 2016. LNG has become Queensland's second largest goods export after coal, with an estimated nominal value of around A\$15.7 billion in 2018-19.

In 2018-19, Queensland accounted for 27.1% of the nation's total mining output. Industry output has grown at an average annual rate of 7.2% in the five years to 2018-19.

In 2018-19, Queensland's mining industry accounted for 12.9% of the State's total industry gross value added, while 68,200 people were directly employed (2.7% of total employment) in the mining industry.

The Queensland mining industry is a major source of export earnings and makes a substantial contribution to capital investment and regional development. Mining also provides a base for a number of the State's leading value-added industries.

Coal

Coal is Queensland's most valuable export commodity. In 2018-19, the value of coal exports (this includes Queensland Treasury's estimate of coal exports which have been confidentialised by the ABS, such as pulverised coal injection exports) accounted for 53.1% of Queensland's total merchandise exports. Higher coal prices (up by 11.3%) and greater export volumes (up by 2.3% contributed to the value of coal exports rising by 13.9%, to A\$46.3 billion in 2018-19.

The value and quantity of selected minerals produced in Queensland from 2013-14 to 2018-19 are shown in the following tables.

Queensland Key Resources Production – Estimated Value^(a)
(A\$ millions)

Mineral	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Black coal ^(b)	25,801	24,385	22,142	37,746	42,703	47,891
Copper	2,224	2,186	1,826	1,765	1,996	2,104
Gold	857	854	1,069	1,193	1,127	1,001
Bauxite ^(b)	794	1,022	1,092	1,049	1,087	1,293
Lead	1,113	1,094	871	755	708	827
Zinc	2,026	2,768	1,556	1,204	1,548	2,461

(a) Value of production does not include transport or handling costs or other by-products such as coke or briquettes in the case of coal. Value of production is calculated by using Queensland's production volumes and the Australian price for each commodity.

(b) Estimated based on Queensland's unit export price.

Source: Office of the Chief Economist, ABS and Queensland Treasury.

Queensland Resources Production – Volume

Mineral	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Black coal ('000t)	228,896	241,725	240,097	237,337	249,663	251,223
Copper ('000t)	291	287	272	247	227	244
Gold (kg)	17,196	16,489	18,955	19,695	19,084	16,213
Bauxite ('000t)	26,237	27,434	28,102	30,041	32,030	35,829
Lead ('000t)	486	461	370	270	226	296
Zinc ('000t)	947	1,045	644	359	376	660
Crude oil (megalitres) ^(a)	562	522	445	384	413	292
Natural gas (million cubic metres) ^{(a)(b)}	9,007	13,273	26,764	37,094	41,834	19,581

(a) First 6 months only for 2018-19.

(b) Conventional and unconventional.

Source: Queensland Department of Natural Resources, Mines and Energy.

Agriculture

The agriculture, forestry and fishing industry in Queensland accounted for 2.5% of Queensland's industry gross value added and 20.9% of Australia's total agricultural output in 2018-19. The bulk of

Queensland's agricultural production has traditionally been exported, providing a significant contribution to Queensland's foreign earnings.

In 2018-19, more than half of the nominal gross value of Queensland's agricultural production was derived from four products – beef, sugar cane, cereals and cotton, each of which is produced primarily for export.

Queensland also produces tropical and citrus fruits, rice, cotton, vegetables, timber, peanuts, oilseeds, eggs and dairy products, principally for domestic markets.

According to the Queensland Department of Agriculture and Fisheries, the nominal value of Queensland's agricultural production fell by 5.5% in 2018-19. This was driven by falls in the gross value of cotton (down by 36.1% to A\$0.6 billion), cereals (down by 25.4% to A\$0.9 billion) and sugar cane (down by 11.9% to A\$1.1 billion).

The following table presents figures on the nominal gross value and volume of agricultural commodities produced in Queensland over the five years to 2018-19.

Queensland's Major Agricultural Commodities – nominal value and volume of production					
Gross Value (A\$m)	2014-15	2015-16	2016-17	2017-18	2018-19^(a)
Cattle and calves	5,076	5,861	5,483	5,248	5,447
Poultry	588	590	650	561	570
Pigs	270	320	293	248	216
Sheep and lambs	66	58	9	11	17
Sugar cane	1,239	1,209	1,527	1,234	1,087
Wool	61	62	76	98	85
Cereals	1,203	1,343	1,638	1,203	898
Fruit, vegetables and nuts	2,684	2,893	2,921	3,301	3,180
Dairying (total whole milk production)	235	237	251	230	201
Cotton	383	466	622	882	564
Other	1,503	1,537	1,604	1,795	1,730
Total agriculture	13,308	14,576	15,074	14,811	13,995
Volume of Production					
Beef and veal ('000 tonnes)	1,244	1,107	1,025	1,077	1,111
Sugar cane ('000 tonnes) ^(b)	30,816	32,655	34,410	31,472	30,489
Wool (tonnes) ^(b)	4,909	3,971	4,763	5,042	3,953
Wheat ('000 tonnes)	987	1,316	1,502	765	400
Cotton lint ('000 tonnes)	194	234	316	320	164

^(a) Gross value figures are forecasts provided by the Queensland Department of Agriculture and Fisheries, with the exception of the nurseries component of 'Other'. This is a Queensland Treasury estimate which is consistent with ABS historical data.

^(b) Taxable wool received by brokers and purchased by dealers from wool producers.

Sources: ABS 7215.0; ABS 7218.0; Queensland Department of Agriculture and Fisheries Queensland AgTrends 2019-20; Australian Sugar Milling Council; Australian Government Department of Agriculture and Water Resources; Australian Crop Report D 2019.

Other Primary Industries

Forestry and logging

The value of Queensland's forestry and logging production is estimated to have risen 3.3% to A\$279 million in 2018-19. Demand for wood is largely determined by demand for the construction of new dwellings and alterations and additions to existing dwellings.

Fisheries

The value of Queensland's fisheries production is estimated to have risen 4.8% to A\$395 million in 2018-19. Commercial fishing operations constituted 46% of the fisheries output (in value terms), with the remaining portion sourced from aquaculture and recreational fishing.

Manufacturing

In 2018-19, the manufacturing industry accounted for 6.2% of Queensland's industry gross value added. Queensland's share of Australia's total manufacturing output was 20.0% in 2018-19.

Historically, manufacturing in Queensland was developed to service and process the State's agricultural and mineral resources. In common with most industrialised nations, the relative importance of manufacturing has declined in Australia in favour of service-based industries over time.

The nominal value of overseas exports of Queensland's manufactured goods, including processed minerals and metals, totalled A\$17.2 billion in 2018-19, up 8.6% from the previous year.

Construction

The Queensland construction industry directly contributed 7.9% to the State's GVA, whilst also providing 9.4% of employment in the State in 2018-19.

- Dwelling investment fell by 1.8% in 2018-19, following a 3.8% decrease in the previous year.
 - Dwelling investment in Queensland is entering a 'recovery phase', following an unprecedented surge in apartment construction between 2013-14 and 2015-16, particularly in inner Brisbane, which led to concerns about an oversupply in the market.
 - Since that time, approvals and construction of attached dwellings have fallen significantly, constraining the outlook for dwelling investment, which is not expected to return to growth until 2020-21.
- Non-dwelling construction – which consists of non-residential building (shops, offices, factories, etc.) and engineering construction (mines, ports, roads, etc.) – fell by 14.9% in 2018-19.
 - New engineering construction in Queensland fell by 11.0% in 2018-19, following a rise of 20.8% in 2017-18, which was driven by renewable energy projects. The fall in 2018-19 reflects a wind-down from the strong growth in 2017-18 and a moderation in business confidence.
 - Non-residential building construction fell by 19.3% in 2018-19. The decline in the year was driven by a fall in the construction of offices, accommodation and

entertainment/recreation buildings, which more than offset a rise in warehouse construction.

Services

Transport

Queensland has 15 trading ports, most of which are equipped with bulk handling facilities for the major products of their respective regions. In addition, Queensland has two community ports and a number of non-trading ports located at regular intervals from Maryborough in the south-east to Burketown in the north-west. The Queensland railway network encompasses over 10,000 kilometres of track, which includes the electric main railroad line and heavy haul lines serving the major coal mines in Central Queensland.

Competition has been introduced into rail freight with the privately owned Pacific National active in Queensland, while the coal and freight components of the previously government owned Queensland Rail (now 'Aurizon') have been privatised. Rail freight operators also compete with road haulage companies for Queensland's freight. Commodities which are moved substantially by rail include coal and minerals. Substantial amounts of containerised freight are hauled by both rail and road.

The Queensland public road network is constantly being upgraded and extended to maintain its safety and viability.

Queensland has two major and five secondary international airports (including the privately owned Wellcamp Airport in Toowoomba which commenced international passenger flight operations in October 2016), as well as a large network of commercial domestic airports and private airfields. Brisbane Airport is the third busiest in the country behind Sydney and Melbourne. Brisbane airport is constructing a A\$1.3 billion second runway, which will effectively double its capacity.

Communications

Queensland is served on a state-wide basis by the national postal system and a number of major telecommunications companies. Two-way satellite communications are available in remote areas, providing education and other services to isolated residents. The State has a widespread non-commercial television network principally operated by the Australian Broadcasting Corporation and the Special Broadcasting Service. In addition, three commercial television networks, each with numerous sub-channels, and a community television station operate within the State. Queensland has a widespread cable and satellite pay television service in operation, and comprehensive commercial and public radio networks.

Broadband internet services are also available in all major centres across the State. The Federal Government is currently completing the national broadband network (the "NBN"), which is expected to be delivered through a 'multi-technology mix' network comprising fibre-to-the-premises/basement, fibre-to-the-node, fixed wireless and satellite technologies. The NBN has the objective of providing data download rates of at least 25 megabits per second to all premises nationally, and at least 50 megabits per second for 90% of fixed line premises as soon as possible. As at 9 January 2020, a total of 2,127,675 homes/businesses have been declared as ready to connect in Queensland, while a total of 1,284,595 homes/businesses have had services activated.

Tourism

Tourism directly accounted for an estimated 3.7% of overall output (gross value added, at basic prices) in the State in 2017-18 (latest estimate available). The success of tourism in Queensland is to a great extent attributable to certain natural advantages such as a favourable climate for vacations and

one of the finest arrays of natural attractions in Australia, including the Great Barrier Reef and its islands, hundreds of kilometres of beaches, large wilderness areas, mountain panoramas, national parks, the tropical north, the Darling Downs and the outback.

South of Brisbane is the Gold Coast, Australia's largest and most popular resort area. The Gold Coast is famous for its 32 kilometres of beaches which provide facilities for surfing, fishing, cruising and a variety of other sporting activities. West of the coast, the rugged rainforest-covered slopes of the MacPherson Range extend the Gold Coast's appeal to include mountain climbing, bushwalking, horse riding, national parks, waterfalls, and panoramic views. The Gold Coast's natural attractions have been supplemented by developments including theme parks, world class golf courses, extensive canal developments and internationally-recognised restaurants and entertainment venues.

The Great Barrier Reef is a major attraction for both domestic and international tourists, and resorts have been developed on islands and centres on the coast. The waters of the Great Barrier Reef offer some of the best fishing in the world, and Cairns has become an international centre for big-game fishing, notably for black marlin. The Whitsunday Coast, on the mainland near the Whitsunday group of islands, has developed in the last decade in response to the increasing popularity of the Great Barrier Reef and its islands. The area offers reef and island holidays with daytrips and extended cruises to places of interest.

A total of 2.4 million international tourists (defined as those arriving for holiday or visiting friends and relatives) visited Queensland in 2018-19. In total, they spent 36.0 million nights in the State with an average length of stay of 15.0 nights. The number of international tourists in Queensland fell by 0.2% in 2018-19, while the number of tourist nights also fell slightly (down by 0.6%).

Traditionally, domestic tourism has been a larger market than international tourism in Queensland, although a significant amount of domestic tourism is from intrastate (Queenslanders travelling within Queensland). Tourists from interstate spent a total of 34.8 million nights in Queensland in 2018-19, up by 11.7% from the previous year.

FINANCIAL RELATIONSHIP WITH THE COMMONWEALTH OF AUSTRALIA

Prior to 1927, each state and the Commonwealth undertook borrowings on their own behalf, both domestically and in overseas financial markets. Limitations in the size of the capital markets and the inherent competition between the states and the Commonwealth led to the Financial Agreement in 1927, recognising that it was in the interests of all to cooperate when borrowing in these markets. This agreement established the Australian Loan Council and the State Government's Loan Council Program (the "Loan Program") to determine and coordinate the public borrowings of the Commonwealth and the State Governments.

Until the early 1970s, the Loan Program was the main source of funds for capital expenditure by the states. However, states found it increasingly necessary to rely on borrowing by semi-government authorities to fund capital expenditures. Most states established central borrowing authorities (such as Queensland Treasury Corporation) to co-ordinate the borrowings of semi-government authorities.

The June 1990 Loan Council meeting agreed that the states would progressively take over responsibility for the debt issued by the Commonwealth on their behalf under the Financial Agreement, and that the Financial Agreement would be amended to permit the States to borrow in their own names in domestic and overseas markets.

This debt has now been fully taken over by the states and territories. The Loan Council decision has also meant that from 30 June 1990, there have been no additional allocations of Commonwealth Government securities to the states and territories.

Overall, these arrangements replaced Commonwealth debt to the private sector with state and territory debt; they did not alter the financial position of the public sector as a whole. They did, however, represent a significant structural reform in Commonwealth-state financial relations. They placed full responsibility on the states and territories for the financing and managing of their own debt, thereby subjecting the fiscal and debt management strategies of individual state governments to greater scrutiny by the community and financial markets.

From 1993-94, new Loan Council monitoring and reporting arrangements applied to the financing activities of Commonwealth and state governments. The major feature of these Loan Council arrangements was the switch in focus from gross borrowings to an aggregate based on net borrowings as indicated by a jurisdiction's deficit/surplus, with the latter being a more meaningful indicator of the impact of the public sector on the economy.

Under the Loan Council arrangements, the Commonwealth and each state and territory was responsible for nominating its intended allocation, known as the Loan Council Allocation ("LCA"), based on its net borrowings adjusted to reflect certain transactions which may have the characteristics of borrowings but do not constitute formal borrowings (for example finance and operating leases). The emphasis of the arrangements is on credible budgetary processes rather than on the Loan Council attempting to enforce rigid compliance with a particular LCA.

From 2018, the Loan Council unanimously agreed to remove Loan Council reporting requirements from the Uniform Presentation Framework (the "UPF") in an effort to reduce the administrative burden on jurisdictions. States and the Commonwealth will no longer report on LCA as part of their Budgets or other financial statements.

The Loan Council also agreed that the administration of the UPF will be transferred from the Loan Council to the Council of Federal Financial Relations. In recognition of the reduced responsibilities resulting from these decisions, the Commonwealth does not intend to call another meeting of the Loan Council, unless future circumstances require it to reconvene.

While this change is designed to reduce states' administrative burden, it is not expected to impact the financing operations of Queensland.

State Borrowing Guarantee

On 25 March 2009, the Australian Government announced that it would provide a time-limited, voluntary guarantee over state government borrowings for a fee based on the underlying credit rating of the State. The legislation was passed by the Federal Parliament and received Royal Assent on 29 June 2009, becoming operational on 24 July 2009. Queensland announced on 16 June 2009 that it intended to apply the guarantee to all existing Australian dollar benchmark bond lines which (at that time) had a maturity date between 12 months and 15 years. The Reserve Bank of Australia approved QTC's application for the Commonwealth Government Guarantee ("CGG") to be applied to its selected domestic bonds on 18 September 2009 and has issued CGG-eligibility certificates.

On 7 February 2010, the Australian Government announced the withdrawal of its guarantee of new State borrowings undertaken after 31 December 2010. All existing CGG bonds will continue to be guaranteed until maturity or when the bonds are bought back and extinguished by the State.

Since the withdrawal of the CGG, in order to re-establish a State Government Guaranteed ("SGG") yield curve, QTC has issued SGG bond lines in parallel to the existing CGG lines and also to fill maturity gaps. QTC also continues to offer investors (at its discretion) opportunities to swap some CGG lines for SGG lines.

Commonwealth Grants

Since World War II, the Commonwealth has acted as the sole income taxing authority, and annual general revenue grants have been paid by the Commonwealth to the states. The Commonwealth also has exclusive constitutional power to impose excise duty, a goods and services tax and customs duty. The Commonwealth raises no wealth taxes, estate or gift duties. The states impose payroll taxes, stamp duties and land taxes, and local governments impose taxes based on the rateable value of real property.

At the 1985 Premiers' Conference it was agreed that tax sharing arrangements then in operation should be replaced by financial assistance grants to the states. The Commonwealth Grants Commission continued to make recommendations for the distribution of these general purpose payments based on the principle of horizontal fiscal equalisation. This principle requires state governments to receive funding such that, if each made the same effort to raise revenue from its own sources and operated at the same level of efficiency of service delivery, each would have the capacity to provide services and associated infrastructure to the same standard.

Financial assistance grants were paid in addition to grants provided by the Commonwealth to the states for specified purposes or with conditions attached. Although these grants for specific purposes have existed for much of the period since federation, their importance as a form of Commonwealth grant has increased significantly since the 1970s.

Commonwealth-State Relations – the GST

The introduction of a Goods and Services Tax ("GST"), a broad-based consumption tax, was the cornerstone of national tax reform introduced by the Commonwealth Government on 1 July 2000. The reforms included significant changes to Commonwealth-State financial relations. All Australian governments signed an *Intergovernmental Agreement on the Reform of Commonwealth-State Financial Relations*.

The main features of the Agreement included:

- the provision to the States of all revenue from the GST. The principle of horizontal fiscal equalisation was endorsed as the method for distributing GST revenue amongst the states;
- the abolition of financial assistance grants to the states; and
- the abolition of a number of state taxes. In Queensland's case, this includes the abolition of nine taxes over time in order to improve the overall efficiency of the national taxation system.

In 2019-20, it is expected that Queensland will receive around A\$13.868 billion in GST revenue as published in the 2019-20 Commonwealth MYEFO. Queensland is currently assessed by the Commonwealth Grants Commission as requiring more than an equal per capita share of the GST distribution.

The Intergovernmental Agreement on Federal Financial Relations

On 26 March 2008, the Council of Australian Governments agreed to implement a new framework for federal financial relations. The focus of the new framework was to significantly reduce Commonwealth prescriptions on service delivery by the states, in conjunction with clearer roles and responsibilities and outcomes-based public accountability.

A new agreement – the *Intergovernmental Agreement on Federal Financial Relations* – commenced on 1 January 2009. The main features of the new framework included:

- a reduction in the number of specific purpose payments, without reducing the overall level of payments. A large number of these payments were aggregated into five broader streams of funding supported by new national agreements in the areas of healthcare, schools, skills and workforce development, disability services and housing;
- a focus on outcomes that improve the well-being of Australians, through improvements in the quality, efficiency and effectiveness of government service delivery, with reduced Commonwealth prescriptions on how the States achieve outcomes or deliver services, and enhanced accountability to the public for outcomes achieved or outputs delivered;
- greater funding certainty to the States, with the new national agreements to be ongoing with periodic reviews to ensure the maintenance of funding adequacy and the relevance of objectives;
- the provision of National Partnership payments by the Commonwealth to the States to support the delivery of specified projects and facilitate or reward nationally significant reforms; and
- the continued provision of all GST revenue to the States.

It is an on-going task for Queensland and other governments to ensure the original intent of the framework is maintained, given the different and competing priorities sometimes facing State, Territory and Australian Governments.

National Health reform

The National Health Reform Agreement (the "NHRA") commenced on 1 July 2012. Under this arrangement, growth funding from the Australian Government was primarily based on 45% of the efficient cost of additional hospital activity, which was to increase to 50% in 2017-18. For smaller hospitals not deemed suitable for activity-based funding, the Australian Government funded 45% of the efficient operational cost growth.

From 1 July 2017 an addendum to the NHRA (the "Addendum") saw the continuation of the link between the Australian Government's funding and activity levels. However, under the terms of the Addendum, the Australian Government growth funding was maintained at 45% for the three years spanning 2017-18 to 2019-20 and the Australian Government's contribution was capped at 6.5% growth per annum in national funding.

A new Addendum to the NHRA to cover the period from 1 July 2020 to 30 June 2025 is currently under negotiation. All jurisdictions are party to a 2018 Heads of Agreement on public hospital funding and health reform (the "HoA"), which maintains the current public hospital funding arrangements and includes a commitment to implement six long-term system-wide health reforms. Under the terms of the HoA, the Australian Government has estimated its funding contribution for public hospital services in Queensland will be A\$30.1 billion over the period of the addendum.

National Disability Insurance Scheme

The National Disability Insurance Scheme (the "NDIS") reached a major milestone with Queensland and Australian Governments entering into a full scheme agreement (the "FSA") on 9 July 2019.

The NDIS is fully available in all areas of Queensland and to all eligible Queenslanders. However, in recognition of the delayed transition of participants, both levels of governments agreed to a temporary continuation of the terms of the NDIS Transition Bilateral Agreement, with the FSA to commence in 2020-21.

From commencement of the FSA, Queensland will make fixed contributions of A\$2.13 billion per annum (full-year value for 2020-21), escalated at 4% per annum until the 2028 review of scheme costs (at which point escalation rates will be reviewed).

The Australian Government has committed to paying the balance of NDIS costs in Queensland, and will also provide Queensland with access to A\$1.95 billion in DisabilityCare Australia Fund (DCAF) payments between 2019-20 and 2023-24.

Quality Schools

The Australian Government funding for the Government schools under the Quality Schools policy will be A\$1.882 billion in 2019-20 (A\$8.364 billion over four years to 2022-23). The funding for Non-government schools will be A\$2.690 billion in 2019-20 (A\$11.760 billion over four years to 2022-23).

In December 2018, the Government finalised a new five-year school funding agreement with the Australian Government to cover calendar years 2019 to 2023. This provides funding certainty to all Queensland schools and sectors, sets out the Government's school funding contributions for the next five years to December 2023 and secured approximately A\$24.3 billion in Australian Government funding to government and non-government schools in Queensland from 2019 to 2023.

2019 Commonwealth Grants Commission (the "CGC") Report on GST Revenue Sharing Relativities

In February 2019, the CGC released the results of the CGC's Report on GST Revenue Sharing Relativities – 2019 Update (the "2019 CGC Update Report") which considered changes in state circumstances to determine the distribution of GST. The 2019 CGC Update Report recommended a decrease in Queensland's share of GST revenue, with an underlying impact of A\$583 million in 2019-20. The 2019 CGC Update Report outcome encompasses the impact of methodology changes on states' GST shares, as well as the impact of changes to states' circumstances and revisions to the data used in the CGC's assessments.

A decrease to Queensland's GST share is based on CGC's determination that Queensland has higher fiscal capacity to meet its necessary expenses compared to other states. Queensland is assessed to have higher capacity to raise mining royalties as a result of higher coal prices and a greater share of Commonwealth payments. The GST share was further reduced by a CGC decision to no longer recognise local government natural disaster recovery expenses. The GST impact of these factors were partially offset by Queensland's below average growth in land values which reduced the State's share of taxable land values and increased its GST share.

QUEENSLAND GOVERNMENT FINANCES

State Budgetary Strategy

The Budget for each fiscal year is normally presented by the Treasurer to the Legislative Assembly in June prior to the commencement of the fiscal year, and incorporates details of estimated actual revenue and expenditures in the current fiscal year and budgeted revenue and the expenditure of moneys in the next and following three fiscal years. Approval for the raising of revenue is provided under various existing Acts of Parliament while Parliament approves expenditure via the *Appropriation Acts* on a yearly basis.

With the Budget generally presented to Parliament in June, the Appropriation Acts are passed by Parliament around August/September after the Budget Estimates hearings. The *Appropriation Acts* approve expenditure for the upcoming financial year (i.e. the Budget year). These Acts also approve an aggregate amount of expenditure sufficient to provide for the normal services of Government for the first few months of the next succeeding financial year, until the Appropriation Bill receives Royal Assent. There is one Act for the Legislative Assembly and one for all other agencies.

2018–19 State Budget and Mid Year Fiscal and Economic Review ("MYFER")

The 2018-19 Budget, handed down on 12 June 2018, delivered on the commitments made by the Palaszczuk Government, and focused on delivering the infrastructure to create jobs and the services that the State's growing population needs.

The Government demonstrated its commitment to delivering the services and infrastructure the community needs in a financially sustainable manner. Net operating surpluses were projected in each year of the forward estimates, despite an expectation that revenue would decline in 2018-19 driven by a substantial reduction in funding from the Australian Government. Operating expenses were forecast to grow at a sustainable rate, averaging 2.9% per annum over the five years to 2021-22.

A A\$45.8 billion capital program over four years, including A\$33.2 billion in the General Government sector, was budgeted to deliver infrastructure that supports economic growth, enhances productivity, provides employment opportunities and manages the pressures of strong population growth. This level of investment was to be partly funded through borrowings. Even so, General Government borrowings were expected to be lower in each year of the forward estimates than projected in the 2017-18 Budget. In 2021-22, it was expected the General Government borrowings would remain below the peak level reached in 2014-15.

Importantly, to meet the needs of Queensland's growing population, the Government's 2018-19 capital works program included a A\$4.9 billion investment in roads and transport infrastructure. This included an allocation of A\$733 million for the Cross River Rail Delivery Authority in 2018-19 to continue to progress the planning, procurement and development associated with the A\$5.4 billion Cross River Rail project.

The 2018-19 MYFER was released on 13 December 2018. The MYFER forecast a net operating surplus of A\$524 million in 2018-19, an improvement of A\$376 million on the Budget estimate due to revenue uplifts. It also forecast General Government sector net operating balances to remain in surplus across the forward estimates period, despite a strong reduction in forecast GST revenue.

Revenue growth in 2018-19 was expected to be 1.6%, following growth of 3.4% in 2017-18. Over the four year period to 2021-22, revenue was forecast to grow by an average of 1.7% per annum. This was the same growth rate forecast at Budget.

Over the four year period to 2021-22, expenses were estimated to grow by an average rate of 2.4% per annum. At Budget, they were forecast to grow by 2.1%. Increases in expenses over the four years partly reflected additional provision for the Queensland Government's planned increase in education funding associated with the Schools Funding Agreement negotiated with the Australian Government.

General Government sector borrowings were estimated to be A\$152 million lower in June 2021 than forecast in the 2018-19 Budget. However, the impact of a A\$555 million decrease in forecast Commonwealth Government GST revenue to Queensland in financial year 2021-22 will contribute to a A\$584 million increase in borrowings in 2021-22 compared to the 2018-19 Budget.

2019-20 Budget and MYFER

The 2019-20 Budget, handed down on 11 June 2019, focused on the Queensland regions and business, backing jobs (including development of new industries), and sustainable investment in productive infrastructure.

An announcement to set up a Service Priority Review Office was also made, to drive the realisation of reprioritisation targets, by conducting reviews of Queensland public sector agencies and programs, in response to prior years of expenses outpacing growth.

The 2019-20 Budget committed A\$49.5 billion over four years to fund construction of critical infrastructure and capital works, with an addition A\$70 million to the Building our Regions Program as part of the commitment to infrastructure programs in regional Queensland.

The budget projected surpluses over the four years with a cumulative value of A\$1.772 billion. This was assisted by high commodity prices.

The 2019-20 MYFER was released on 12 December 2019. A surplus over the four years is still being reported, with A\$2.122 billion over the estimates, with the 2019-20 and 2020-21 being revised downwards due to reduced commodity prices. However savings from the Service Priority Review Office are expected to offset the reduction in revenue, especially in the outyears.

While expenses are expected to grow at an average of 2.1% over the four years, revenue is expected to reflect average growth of 2.2% over the same period and supports ongoing net operating surplus over the forward estimates being achieved.

Fiscal Principles

The *Financial Accountability Act 2009* requires the Treasurer to prepare and table in the Legislative Assembly a Charter of Fiscal Responsibility. The Charter sets the Government's fiscal objectives and the fiscal principles that support those objectives.

The Treasurer must report regularly to the Legislative Assembly on progress the Government has made against the priorities stated in the Charter. This report is published each year in the Budget papers and MYFER.

In its first Budget, the Palaszczuk Government set out five fiscal principles for the responsible and measured management of the State's finances. Following consideration of the Review of State Finances, prepared by Queensland Treasury, the Government refined the principles that relate to General Government Sector (the "GGS") debt and the size of the net operating surplus. As a result, the following six fiscal principles provided the framework for the recent Budgets, including a new principle adopted in the 2016-17 Budget to manage the rate of growth in the number of public servants:

- Principle 1 – Target ongoing reductions in Queensland's relative debt burden, as measured by the GGS debt to revenue ratio,
- Principle 2 – Target net operating surpluses that ensure any new capital investment in the GGS is funded primarily through recurrent revenues rather than borrowing,
- Principle 3 – The capital programme will be managed to ensure a consistent flow of works to support jobs and the economy and reduce the risk of backlogs emerging,
- Principle 4 – Maintain competitive taxation by ensuring that GGS own-source revenue remains at or below 8.5% of nominal gross state product, on average, across the forward estimates,
- Principle 5 – Target full funding of long term liabilities such as superannuation and WorkCover in accordance with actuarial advice, and
- Principle 6 – Maintain a sustainable public service by ensuring overall growth in full-time equivalent employees, on average over the forward estimates, does not exceed population growth.

As outlined in the 2019-20 MYFER, significant progress has been made towards the achievement of the Government's fiscal principles.

The fiscal principles of the Queensland Government

Principle	Indicator			
Target ongoing reductions in Queensland's relative debt burden, as measured by the General Government debt to revenue ratio. <i>Note: The debt to revenue ratio includes borrowings from QTC; leases and similar arrangements and securities and derivatives. Budget Paper 2 2019-20 was reported including and excluding the impact of AASB16 Leases. Going forward, the debt to revenue ratio will include AASB16 impacts.</i>	<i>General Government Debt to Revenue Ratio</i>			
		<i>2019-20 Budget</i>		<i>2019-20 MYFER</i>
		%		%
		<i>Excludes</i>	<i>Includes</i>	
		<i>AASB16</i>	<i>AASB16</i>	
		<i>Impacts</i>	<i>Impacts</i>	
Target net operating surpluses that ensure any new capital investment in the General Government Sector is funded primarily through recurrent revenues rather than borrowing.	<i>General Government Net Operating Cashflows as a proportion of net investments in non-financial assets</i>			
		<i>2019-20 Budget</i>		<i>2019-20 MYFER</i>
		%		%
	2018–19	79	60	106
	2019–20	60	64	56
	2020–21	64	55	49
2021–22	55	70	64	
2022–23	70			
The capital programme will be managed to ensure a consistent flow of works to support jobs and the economy and reduce the risk of backlogs emerging.	<i>Non-financial Public Sector purchases of non-financial assets</i>			
		<i>2019-20 Budget</i>		<i>2019-20 MYFER</i>
		(A\$ million)		(A\$ million)

Principle	Indicator		
		2018–19	8,856
	2019–20	10,223	10,727
	2020–21	10,447	10,834
	2021–22	11,210	11,401
	2022–23	8,640	8,997
Maintain competitive taxation by ensuring that GGS own – source revenue remains at or below 8.5% as a proportion of nominal gross state product, on average, across the forward estimates.	<i>General Government own-source revenue to GSP</i>		
	2019-20 Budget:		8.5%
	2019-20 MYFER:		8.5%
	Average across the forward estimates:		8.2%
Target full funding of long term liabilities such as superannuation and WorkCover in accordance with actuarial advice.	As at the last actuarial review (as at 30 June 2018), accruing superannuation liabilities were fully funded. The WorkCover scheme was also fully funded as at 30 June 2019.		
Maintain a sustainable public service by ensuring that overall growth in full-time equivalent (“FTE”) employees, on average over the forward estimates, does not exceed population growth.	<i>FTE growth</i>		
	Average across the forward estimates:		1.7%
	<i>Population growth</i>		
	Average across the forward estimates:		1.75%

Operating Statement

2018-19 Outcome

On a UPF basis, the GGS recorded an operating surplus of A\$992 million in 2018-19, compared to A\$1.753 million in 2017-18. The fiscal balance remained in deficit, increasing from A\$586 million in 2017-18 to A\$2,191 million in 2018-19. The General Government fiscal deficit was due to a less substantial operating surplus and increased capital purchases compared to 2017-18.

Based on actual results, General Government expenses increased by A\$2.507 million (4.45%) in 2018-19. Total expenses were A\$384 million lower than the 2018-19 estimated actual in the 2019-20 Budget, mainly due to lower than expected other operating expenses

Table 1 below provides aggregate outcome information for 2018-19.

Table 1
Key Financial Aggregates
(UPF Basis)

	2015-16	2016-17	2017-18	2018-19
	Actual	Actual	Actual	Actual
	A\$ million	A\$ million	A\$ million	A\$ million
General Government Sector				
Revenue	50,780	56,194	58,087	59,834
Expenses	50,112	53,369	56,335	58,842
Net operating balance	668	2,825	1,753	992
Purchases of non-financial assets	4,044	4,620	5,127	5,764
Fiscal balance	-495	560	-586	-2,191

Public non-financial corporations sector

	2015-16	2016-17	2017-18	2018-19
	Actual	Actual	Actual	Actual
	A\$ million	A\$ million	A\$ million	A\$ million
Revenue	11,864	14,650	13,652	14,256
Expenses	10,264	12,251	11,759	12,587
Net operating balance	1,601	2,398	1,893	1,669
Purchases of non-financial assets	2,773	2,708	2,509	2,687
Fiscal balance	1,179	2,101	1,797	1,471
Non-financial public sector				
Revenue	57,393	64,855	66,175	68,334
Expenses	56,821	61,278	64,378	67,367
Net operating balance	572	3,577	1,797	967
Purchases of non-financial assets	6,852	7,291	7,644	8,460
Fiscal balance	-1,054	1,050	-647	-2,422

Revenue

Meanwhile, revenues grew 3.0% (or A\$1,747 million) in 2018-19, following an increase of 3.4% in 2017-18.

Commonwealth grants are the principal form of revenue for the State, accounting for almost half of budgeted General Government revenue, with taxes contributing around a quarter. Commonwealth and other grants increased by A\$341 million in 2018-19, mainly reflecting new health and education funding arrangements.

Increased taxation revenue in 2018-19 compared to 2017-18 (A\$921 million) was largely explained by increases across all tax streams, particularly growth in payroll tax (A\$254 million).

Royalty revenue was A\$923 million higher in 2018-19 than in 2017-18, with increased coal royalties following from coal prices remaining elevated through 2018-19.

Expenses

In UPF terms, General Government expenses increased A\$2,507 million in 2018-19. The largest increases are in the areas of Health, Social Protection and Transport.

Increased expenses in 2018-19 were driven by growth funding to support ongoing demand for health services and student enrolments.

Depreciation costs increased by A\$126 million to A\$3.451 billion for the GGS, primarily reflecting increases in road and hospital infrastructure.

Purchases of non-financial assets and borrowings

Table 2 below provides data on the State's purchases of non-financial assets and borrowings.

Table 2
Borrowings
(UPF Basis)

	2015-16	2016-17	2017-18	2018-19
	Actual	Actual	Actual	Actual
	A\$ million	A\$ million	A\$ million	A\$ million
Purchase of non-financial assets				
General Government Sector	4,044	4,620	5,127	5,764
Public non-financial corporations sector	2,773	2,708	2,509	2,687
Non-financial public sector ⁽¹⁾	6,852	7,291	7,644	8,460
Borrowings				
General Government Sector	35,486	33,240	31,530	32,201
Public non-financial corporations sector	37,436	38,644	37,992	38,707
Non-financial public sector	72,922	71,884	69,522	70,908

Notes:

(1) Under present Uniform Presentation Framework arrangements, budget and forward estimate data are not required for Public Financial Corporations, due to the difficulties in preparing robust projections of activity. No capital expenditure is assumed for this sector.

The net worth, or equity, of the State is the amount by which the State's assets exceed its liabilities. This is the value of the investment held on behalf of the people of Queensland by public sector instrumentalities.

Net worth of the GGS for 2018-19 was A\$201,505 million as at 30 June 2019.

Borrowings in the GGS were A\$32,201 million at 30 June 2019, A\$671 million more than in 2017-18. Increases in borrowings can be attributed to changes in AASB 16, requiring leases to be included in borrowings figures.

Capital Programme

On a UPF basis, the General Government's purchases of non-financial assets (i.e. capital expenditure) in 2018-19 was A\$5,764 million, A\$637 million more than occurred in 2017-18.

The increase relative to 2017-18 is largely attributable to expenditure associated with health and education infrastructure.

Forward Estimates

Table 3 below provides a summary of the State's Forward Estimates on a UPF basis.

Table 3
Key Financial Aggregates forecasts (Summary) – 2019-20 MYFER

	2019-20	2020-21	2021-22	2022-23
	Forecast	Forecast	Forecast	Forecast
	A\$ million	A\$ million	A\$ million	A\$ million
General Government				

	2019-20	2020-21	2021-22	2022-23
	Forecast	Forecast	Forecast	Forecast
	A\$ million	A\$ million	A\$ million	A\$ million
Sector				
Revenue	59,914	61,715	63,366	65,194
Expenses	59,763	61,482	62,771	64,051
Net operating balance	151	234	595	1,142
Purchases of non-financial assets	7,223	7,476	8,383	6,612
Fiscal balance	-4,068	-4,633	-4,597	-1,815
Public non-financial corporations sector				
Revenue	13,051	12,510	12,838	13,438
Expenses	11,690	11,584	11,663	11,965
Net operating balance	1,361	926	1,175	1,473
Purchases of non-financial assets	3,504	3,358	3,018	2,384
Fiscal balance	637	368	1,022	1,952
Non-financial public sector				
Revenue	67,823	69,520	71,290	73,665
Expenses	67,629	69,149	70,329	71,982
Net operating balance	194	372	962	1,683
Purchases of non-financial assets	10,727	10,834	11,401	8,997
Fiscal balance	-4,749	-5,053	-4,383	-796

Table 4 below provides data on the latest forecasts and projections of the State's purchases of non-financial assets and borrowings.

Table 4
Borrowings and Purchases of Non-Financial Assets
(UPF basis)

	2019-20	2020-21	2021-22	2022-23
	Forecast	Forecast	Forecast	Forecast
	A\$ million	A\$ million	A\$ million	A\$ million
Purchases of non-financial assets				
General Government Sector	7,223	7,476	8,383	6,612
Public non-financial corporations sector	3,504	3,358	3,018	2,384
Non-financial public sector	10,727	10,834	11,401	8,997
Borrowings^(a)				
General Government Sector	37,966	42,738	47,928	50,970
Public non-financial corporations sector	39,890	41,015	41,272	40,825
Non-financial public sector	77,857	83,753	89,200	91,794

(a) Borrowing inclusive of leases, as per AASB 16.

PUBLIC DEBT

The public sector indebtedness of Queensland is comprised of a number of distinct categories; Public Debt to the Commonwealth, Other State Debt to the Commonwealth, Queensland Treasury Corporation Guaranteed Debt and Other Guaranteed Debt and Contingent Liabilities.

During April 1995, the Commonwealth Government and Queensland Government entered into an agreement (the "1995 Financial Agreement") whereby Queensland would pre-redeem its debt to the Commonwealth. This was carried out in July 1995.

State Debt to the Commonwealth

In addition to the funds lent to the States pursuant to the 1995 Financial Agreement, the Commonwealth Government also lends funds to the States in accordance with a variety of agreed Commonwealth/State programmes. In general, these funds are on-lent to borrowers in accordance with the terms of the agreed programme, with repayment being made to the State from the revenues of the ultimate borrowers. When on-lent by Queensland, the debt is generally secured by State claims on tangible assets of the ultimate borrower.

The following table outlines the outstanding advances made by the Commonwealth under this category of debt.

Other State Debt to the Commonwealth and Treasury (A\$ millions, at 30 June)

	2012	2013	2014	2015	2016	2017	2018	2019
Commonwealth and State Housing	379	369	351	337	323	308	293	278
Other (inc. Natural Disaster Relief Assistance)	93	98	203	288	191	178	169	146
TOTAL	472	467	554	625	514	486	463	424

Guaranteed Debt On-lent by Queensland Treasury Corporation

Queensland Treasury Corporation's primary function to date has been to act as a central financing authority for on-lending funds raised by it to Queensland Government Bodies. The Treasurer of Queensland, on behalf of the State Government, guarantees the Corporation's obligations under all debt securities issued by the Corporation. The Corporation's guaranteed debt (market value), as at the end of each of the last five fiscal years, and the distribution of this debt among various borrowing authorities is detailed in the following table:

Distribution of debt		2015	2016	2017	2018	2019
		A\$M	A\$M	A\$M	A\$M	A\$M
Bodies within the Public Accounts						
	Department of Education and Training	58	53	48	43	-
	Department of State Development	79	75	66	58	-
	Department of Transport and Main Roads – Main Roads	852	758	749	668	-

Distribution of debt		2015	2016	2017	2018	2019
		A\$M	A\$M	A\$M	A\$M	A\$M
	Department of Transport and Main Roads – Queensland Transport	105	105	–	–	-
	Public Works – Department of Housing and Public Works	15	14	10	9	-
	Queensland Health	71	58	43	–	-
	Queensland Treasury	43,605	37,324	32,728	30,400	33,173
	Other	153	164	185	205	210
Government Owned Corporations						
	CS Energy Ltd	939	966	924	720	654
	Energy Queensland Limited	-	18,497	17,767	17,607	18,912
	Energex Limited	7,006	–	–	–	-
	Ergon Energy Corporation Limited	5,507	–	–	–	-
	Port Authorities & Facilities (various)	962	947	1,401	1,403	1,482
	Powerlink	4,762	5,526	5,371	5,355	5,647
	Stanwell Corporation Limited	903	981	937	921	970
Local Governments						
	Brisbane City Council	2,404	1,927	2,283	2,195	2,184
	Cairns Regional Council	97	96	86	110	123
	Fraser Coast Regional Council	170	160	138	119	103
	Gladstone Regional Council	186	171	155	144	141
	Gold Coast City Council	878	876	786	723	702
	Ipswich City Council	277	300	280	257	345
	Logan City Council	285	292	229	214	211
	Mackay Regional Council	224	224	201	185	177
	Moreton Bay Regional Council	454	471	444	435	443
	Redland City Council	63	59	51	45	42
	Rockhampton Regional Council	172	172	155	132	128
	Sunshine Coast Regional Council	297	340	308	307	354
	Toowoomba Regional Council	185	215	193	181	180
	Townsville City Council	389	409	427	396	448
	Other	820	794	713	697	722
Statutory Bodies						
	Grammar schools	114	114	104	94	89
	Seqwater	10,863	11,522	10,949	10,827	11,617
	Unitywater	418	432	419	416	435
	Universities	280	334	373	407	493
	Water Boards	236	246	253	280	281
	Other	169	151	202	261	336
Other Bodies						
	DBCT Holdings Pty Ltd	148	139	130	122	113
	Queensland Rail Limited	3,386	3,455	3,627	3,666	3,901
	Queensland Urban Utilities	1,579	2,124	2,070	2,067	2,215
	Other	309	329	296	287	299
Total Funds Onlent		89,419	90,823	85,102	81,952	87,129
Undistributed borrowings		12,013	9,856	13,361	14,580	14,884
Total Guaranteed Debt		101,432	100,679	98,463	96,532	102,013

The Corporation raises funds in both the domestic and international capital markets with the market value of borrowings under management as at 30 June 2019 at A\$102.013 billion, which includes A\$1.687 billion of debt issued under overseas funding programmes based on the prevailing rates of exchange at 30 June 2019. The Corporation hedges its foreign debt portfolio through interest rate and currency swaps and other hedging and currency switching transactions.

The following table shows at 30 June 2019 the amount of contract maturities of the Corporation's outstanding indebtedness maturing over the next five years and for subsequent years. The face value of maturing paper is used in the maturity structure. Accordingly, comparisons with the market value of debt disclosed in the previous paragraph are irrelevant.

Outstanding Indebtedness of QTC (Face Value)					
Maturity Analysis					
(in A\$ millions)					
	0-3 months	3-12 months	1-5 years	over 5 years	TOTAL
Offshore Debt ⁽¹⁾	306	57	0	1,010	1,373
Domestic Debt ⁽²⁾⁽³⁾	4,167	9,258	29,888	45,271	88,584
TOTAL (A\$M)	A\$4,473	A\$9,315	A\$29,888	A\$46,281	A\$89,957

1. These totals have been translated into Australian dollars at a rate of exchange applicable at the balance date and do not include the net effect of currency swaps and forward currency contracts. They include U.S.\$255 million outstanding under the Corporation's United States and European Commercial Paper Facilities as at 30 June 2019 (2018: U.S.\$863 million) and U.S.\$708 million outstanding under the Corporation's United States and European Euro Medium-Term Note Facilities as at 30 June 2019 (2018: U.S.\$713 million).
2. Maturities are included at face value.
3. These totals include A\$5,020 million outstanding under the Corporation's Australian dollar Treasury note facility as at 30 June 2019 (2018: A\$4,255 million).

Outstanding QTC Debt

OUTSTANDING DOMESTIC AUD INDEBTEDNESS

as at 30 June 2019

Coupon Rate	Maturity Date	Face Value	Market Value
(% per annum)		(AUD)	(AUD)
QTC Bonds			
6.25%	February-2020	7,999,191,000	8,439,735,847
6.00%	June-2021	786,200,000	863,941,571
5.50%	June-2021	7,997,483,000	8,687,075,528
6.00%	July-2022	8,283,400,000	9,697,628,635
4.25%	July-2023	8,224,900,000	9,348,197,409
3.00%	March-2024	750,000,000	814,012,060
5.75%	July-2024	8,324,000,000	10,330,048,031
4.75%	July-2025	8,246,500,000	9,996,717,639
3.25%	July-2026	7,203,843,000	8,110,976,107
2.75%	August-2027	5,776,000,000	6,295,585,518
3.25%	July-2028	4,900,000,000	5,572,391,376
2.50%	March-2029	1,250,000,000	1,332,478,983
3.25%	August-2029	3,693,900,000	4,205,289,179

2.75%	August-2030	536,358,534	661,957,364
3.50%	August-2030	3,561,400,000	4,150,238,344
6.50%	March-2033	1,149,807,000	1,784,563,179
4.20%	February-2047	630,000,000	843,796,167
Treasury Notes			
Various	July-2019	2,000,000,000	1,999,102,765
Various	August-2019	1,320,000,000	1,318,080,515
Various	September-2019	500,000,000	498,611,408
Various	October-2019	250,000,000	249,187,533
Various	November-2019	750,000,000	746,518,908
Various	December-2019	200,000,000	198,969,029
Floating Rate Notes			
1.08%	February-2022	2,000,000,000	2,002,947,176
1.15%	February-2023	1,600,000,000	1,605,251,648
Other Loans			
Various	2019	61,243,500	61,895,254
Various	2020	70,252,500	71,131,461
Various	2021	62,975,000	64,591,278
Various	2022	106,860,000	111,246,374
Various	2023	36,000,000	36,932,867
Total		88,270,313,534	100,099,099,154

OUTSTANDING OFFSHORE INDEBTEDNESS

EURO MEDIUM TERM NOTES

as at 30 June 2019

Year of Issue	Coupon Rate	Maturity Date	Currency	Face Value (AUD)	Market Value (AUD)
2011	1.73%	September-2039	CHF	160,820,719	207,745,671
2014	2.65%	April-2039	JPY	198,559,290	288,804,427
2017	1.64%	November-2046	CHF	650,260,544	740,865,616
Total				1,009,640,554	1,237,415,714

COMMERCIAL PAPER

as at 30 June 2019

Year of Issue	Yield	Maturity	Currency	Face Value (AUD)	Market Value (AUD)
2019	2.58%	August-2019	USD	142,555,625	142,244,164
2019	2.55%	July-2019	USD	71,277,813	71,273,172
2019	2.42%	September-2019	USD	35,638,906	35,490,263
2019	2.42%	September-2019	USD	57,022,250	56,725,325
2019	2.23%	November-2019	USD	57,00,250	56,527,393
2019	2.14%	July-2019	AUD	70,000,000	69,981,079
2019	2.13%	July-2019	AUD	74,000,000	73,979,998
2019	2.13%	July-2019	AUD	70,000,000	69,928,180
2019	2.12%	July-2019	AUD	100,000,0100	99,962,934
Total				677,516,845	676,157,508

Other Guaranteed Debt and Contingent Liabilities

Under the provisions of the Statutory Bodies Financial Arrangements Act 1982 (as amended by the Statutory Bodies Financial Arrangements Amendment Act 1996 and the Statutory Bodies Financial Arrangements Amendment Regulations), financial arrangements entered into by a statutory body may be guaranteed by the Treasurer on behalf of the Government of Queensland. That legislation also preserves similar guarantees given under legislation that it replaced. In addition, the Economic Development Act 2012 preserves guarantees of borrowings of other bodies made under the Statutory Bodies Financial Arrangements Act 1982. Guarantees are also given in respect of borrowings made by Co-operative Housing Societies which on-lend funds for home purchase.

The Queensland Government also guarantees all insurance policies issued prior to 1 December 1996 by the Suncorp Insurance and Finance Corporation ("Suncorp"). Suncorp, together with Suncorp Building Society and Queensland Industry Development Corporation merged with Metway Bank Limited with effect from 1 December 1996. Pursuant to the provisions of the State Financial Institutions and *Metway Merger Facilitation Act 1996*, policies or contracts of insurance or indemnity issued by Suncorp prior to 1 December 1996 will continue to be guaranteed by the Queensland Government.

Exchange Rate of the Australian Dollar

Exchange rates for the major currencies in which debt of Queensland Treasury Corporation and Queensland is denominated, expressed as an Australian dollar against the foreign currency equivalent are shown in the table below:

Currency						
Year-average	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
US Dollar	0.9184	0.8372	0.7285	0.7542	0.7754	0.7015
Japanese Yen	92.79	95.54	85.01	82.27	85.56	75.54
Swiss Franc	0.8307	0.7892	0.7135	0.7476	0.7526	0.6840
Pounds Sterling	0.5653	0.5305	0.4917	0.5949	0.5760	0.5535
Euro	0.6771	0.6961	0.6564	0.6919	0.6499	0.6167
NZ Dollar	1.1065	1.0757	1.0907	1.0587	1.0853	1.0459

Source: Thomson Reuters.

SUBSCRIPTION AND SALE

The Dealers have in an Amended and Restated Distribution Agreement dated 11 February 2020 (the "Distribution Agreement" as amended, supplemented, novated and/or restated from time to time) agreed with the Issuer as to the basis upon which they or any of them may from time to time agree to purchase Notes. Notes may also be issued to persons other than Dealers. Dealers and such other persons are referred to as "Dealers". Any such agreement for any particular purchase will extend to those matters stated under "*Conditions of the Notes*" and "*Form of the Notes*" above. In the Distribution Agreement the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment of the Facility and the issue of the Notes. The Issuer or (as to itself) a Dealer may terminate the arrangements for the issue of Notes under the Facility by giving written notice to the Dealers or to the Issuer and the other Dealer(s), as the case may be.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations promulgated thereunder. The applicable Final Terms will identify whether TEFRA D rules apply or whether TEFRA is not applicable.

In connection with any Notes which are offered or sold outside the United States in reliance on an exemption from the registration requirements of the Securities Act provided under Regulation S ("Regulation S Notes"), each Dealer has represented and agreed, and each further Dealer appointed under the Facility will be required to represent and agree, that it will not offer, sell or deliver such Regulation S Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Regulation S Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Facility will be required to agree, that it will send to each dealer to which it sells any Regulation S Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Dealers may arrange for the resale of Notes to QIBs pursuant to Rule 144A and each such Purchaser of Notes is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The minimum aggregate principal amount of Notes which may be purchased by a QIB pursuant to Rule 144A is U.S.\$100,000 (or the approximate equivalent thereof in any other currency). To the extent that the Issuer is not subject to or does not comply with the reporting requirements of Section 13 or 15(d) of the Exchange Act or the

information furnishing requirements of Rule 12g3-2(b) thereunder, the Issuer has agreed to furnish to holders of Notes and to prospective Purchasers designated by such holders, upon request, such information as may be required by Rule 144A(d)(4).

Public Offer Selling Restriction under the Prospectus Regulation

In relation to each Member State of the EEA and the United Kingdom (each a "Relevant State"), each Dealer has represented and agreed, and each further Dealer appointed under the Facility will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant State, except that it may make an offer of such Notes to the public in that Relevant State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision:

- the expression an "offer of Notes to the public" in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and
- the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Facility will be required to represent and agree, that:

- (a) in relation to any Notes having a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any

Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and

- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No.25 of 1948, as amended, the "FIEA") and each Dealer has represented and agreed, and each further Dealer appointed under the Facility will be required to represent and agree, that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Australia

No prospectus or other disclosure document (as defined in the Corporations Act 2001 (Australia)) in relation to the Notes has been lodged with or registered by the Australian Securities and Investments Commission.

Each Dealer has and each further Dealer appointed under the Facility will severally represent and agree with the Issuer that:

- (a) in connection with the distribution or sale of the Notes in Australia, it will comply with the laws of Australia; and
- (b) in connection with the distribution or sale of the Notes generally, it will not offer or sell the Notes to any person that the employees of the Dealer acting in connection with the offer or sale know or have reasonable grounds to suspect is one of the Issuer's Offshore Associates other than one acting in the capacity of a dealer, manager, or underwriter in relation to the placement of the Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme (within the meaning of the Corporations Act 2001 (Australia)).

Each Dealer has agreed and each further Dealer appointed under the Facility will be required to agree to co-operate with the Issuer with a view to ensuring that Notes are offered for sale in such a manner which will allow payments of interest or amounts in the nature of interest on the Notes to be exempt from Australian withholding tax under section 128F of the Income Tax Assessment Act 1936 (Australia), as amended.

An "Offshore Associate" is an associate (as defined in Section 128F of the Income Tax Assessment Act 1936 (Australia)) of the Issuer that is either a non- resident of the Commonwealth of Australia for Australian tax purposes which does not acquire the Notes in carrying on a business at or through a permanent establishment in Australia or, alternatively, is a resident of Australia for Australian tax purposes that acquires the Notes in carrying on a business at or through a permanent establishment outside of Australia.

Canada

The Notes will not be qualified for sale under the securities laws of any province or territory of Canada. Each Dealer has represented and agreed and each further Dealer appointed under the Facility will be required to represent and agree that it has not offered, sold or distributed and will not offer, sell or distribute any Notes, directly or indirectly, in Canada or to or for the benefit of any resident of Canada, other than in compliance with the applicable securities laws thereof. Each Dealer has also represented and agreed and each further Dealer appointed under the Facility will be required to represent and agree that it has not and will not distribute or deliver this Base Prospectus, or any other offering material in connection with any offering of Notes in Canada, other than in compliance with the applicable securities laws thereof.

Hong Kong

Each Dealer has represented and agreed and each further Dealer appointed under the Facility will be required to represent and agree that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) (the "SFO") other than (a) to "professional investors" as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "C(WUMP)O") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued, or had in its possession for the purposes of issue and will not issue, or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO of Hong Kong and any rules made under the SFO.

New Zealand

Each Dealer has represented and agreed, and each further Dealer appointed under the Facility will be required to represent and agree, that: (1) it has not offered, sold or delivered and will not directly or indirectly offer, sell, or deliver any Note; and (2) it will not distribute any offering circular or advertisement in relation to any offer of the Notes, in New Zealand other than:

- (a) to "wholesale investors" as that term is defined in clauses 3(2)(a), (c) and (d) of Schedule 1 to the Financial Markets Conduct Act 2013 of New Zealand (the "FMC Act"), being a person who is:
 - A. an "investment business";
 - B. "large"; or
 - C. a "government agency",

in each case as defined in Schedule 1 to the FMC Act; and

- (b) in other circumstances where there is no contravention of the FMC Act, provided that (without limiting paragraph (a) above) the Notes may not be offered or transferred to any "eligible investors" (as defined in the FMC Act) or any person that meets the investment activity criteria specified in clause 38 of Schedule 1 to the FMC Act.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Facility will be required to acknowledge that this Base Prospectus has not been and will not be registered as a prospectus with the MAS. Accordingly, each Dealer has represented and agreed and each further Dealer appointed under the Facility will be required to represent and agree that it has not offered or sold or caused any Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause any Notes to be made the subject of an invitation for subscription or purchase, nor will it circulate or distribute this Base Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Notes, whether directly or indirectly, to any person in Singapore other than (1) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (2) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or to any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (3) otherwise pursuant to, and in accordance with, the conditions of any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor,

securities or securities-based derivative contracts (as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest howsoever described in that trust shall not be transferable within six months after that corporation or that trust has acquired the Notes pursuant to an offer under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivative Contracts) Regulations 2018 of Singapore.

Singapore SFA Product Classification – Unless otherwise specified in the applicable Final Terms in respect of any Notes, all Notes issued or to be issued under the Facility are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in the MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and in the MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

The PRC

Each Dealer has represented and agreed and each further Dealer appointed under the Facility will be required to represent and agree that neither it nor any of its affiliates has offered or sold or will offer or sell any of the Notes directly or indirectly in the PRC, except as permitted by the applicable laws or regulations of the PRC.

General

Each Dealer has represented agreed and each further Dealer appointed under the Facility will be required to represent and agree that it will (to the best of its knowledge and belief) comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers the Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of the Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer, the Guarantor nor any other Dealer shall have any responsibility therefor.

None of the Issuer, the Guarantor or any of the Dealers represents and agrees that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

TAXATION

AUSTRALIAN TAXATION

The following summary is of a general nature and is included herein solely for information purposes. In particular, it does not discuss the treatment of High Interest (premium) Notes. It is based on the laws in force in Australia as at the date of this Base Prospectus, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Australian tax law, to which they may be subject.

Australian Interest Withholding Tax

Generally, interest paid by the Issuer on the Notes (including amounts in the nature of interest, such as original issue discounts, or premiums on redemption) to either a resident of Australia who derives the interest in carrying on business at or through a permanent establishment outside of Australia, or a non-resident of Australia, who does not derive the interest in carrying on business at or through a permanent establishment in Australia, is subject to interest withholding tax at the rate of 10 per cent. A person who is not a resident of Australia within the meaning of the Income Tax Assessment Act 1936 (Australia) and who does not derive the interest in carrying on business at or through a permanent establishment in Australia and who has acquired or acquires any of the Notes will not incur or become liable for any Australian income tax (other than interest withholding tax) on interest, or amounts in the nature of interest, payable in respect of the Notes. Special rules apply to the taxation of Australian residents who hold the notes in the course of carrying on business at or through a permanent establishment outside Australia (which vary depending on the country in which that permanent establishment is located).

Under the double taxation treaties between Australia and certain contracting states (including the United States, the United Kingdom, France, Switzerland, Germany, Japan, South Africa, Norway, Finland and New Zealand) no Australian interest withholding tax will be payable on interest derived by an entity which is entitled to the benefit of that treaty where, in general terms, that entity is a government body of the relevant Contracting State (including a body exercising governmental functions), a bank resident in the relevant Contracting State performing central banking functions or a financial institution resident in the relevant Contracting State which is unrelated to, and deals independently with, the Issuer. For these purposes, "financial institution" means a bank or other enterprise substantially deriving its profits by raising debt finance in the financial markets or by taking deposits at interest and using those funds in carrying on a business of providing finance. However, if the interest is derived as part of an arrangement involving back-to-back loans, Australian interest withholding tax will still be payable.

The terms of issue and the procedures for the issue of the Notes are intended to satisfy the conditions for exemption from interest withholding tax under Section 128F of the Income Tax Assessment Act 1936 (Australia), as amended.

Interest (or an amount in the nature of interest) paid by the Issuer is exempt from Australian withholding tax under section 128F if the Issuer remains an Australian resident company (which includes Australian state-based statutory authorities) both at the time it issues the relevant Notes and at the time interest is paid in respect of the Notes, and a "public offer" test is satisfied. The public offer test is satisfied if the Notes are issued as a result of being offered for issue:

- (a) to at least 10 persons each of whom:

- (i) was carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets; and
- (ii) is not known, or suspected, by the Issuer to be an associate (as defined in section 128F) of any of the other persons covered by this paragraph;
- (b) to at least 100 persons whom it is reasonable for the Issuer to regard as having acquired instruments similar to the Notes in the past or being likely to acquire instruments similar to the Notes in the future;
- (c) as a result of being accepted for listing on a stock exchange, where the Issuer has entered into an agreement with a dealer, manager or underwriter in relation to the placement of the Notes requiring the Issuer to seek such a listing;
- (d) as a result of negotiations being initiated publicly in electronic form, or in another form, that is used by financial markets for dealing in instruments similar to the Notes; or
- (e) to a dealer, manager or underwriter in relation to the placement of Notes who, under an agreement with the Issuer, offered the Notes for sale within 30 days in a way covered by any of paragraphs (a) to (d) above.

In relation to the issue of Notes in global form (a "Global Note"), the "public offer" test will be satisfied if the Global Note falls within the description of "global bond" in section 128F(10). Broadly speaking, this will be the case if the following requirements are satisfied:

- (a) the Global Note describes itself as a global bond or a global note;
- (b) it is issued to a clearing house (as defined in section 128F(9)) or to a person as trustee or agent for, or otherwise on behalf of, one or more clearing houses;
- (c) in connection with the issue of the Global Note, the clearing house or houses confer rights in relation to the Global Note on other persons and will record the existence of the rights;
- (d) before the issue of the Global Note, the Issuer or a dealer, manager or underwriter, in relation to the placement of debentures on behalf of the Issuer, announces that, as a result of the issue, such rights will be able to be created;
- (e) the announcement is made in a way or ways covered by any of paragraphs (a) to (e) above (reading a reference in those paragraphs to "Notes" as if it were a reference to the rights referred to in paragraph (d) above and a reference to the "Issuer" as if it included a reference to the dealer, manager or underwriter); and
- (f) under the terms of the Global Note, interests in the Global Note are able to be surrendered, whether or not in particular circumstances, in exchange for other debentures issued by the Issuer that are not themselves Global Notes.

The public offer test is not satisfied if at the time of the issue the Issuer knows, or has reasonable grounds to suspect, that the Notes or an interest in the Notes was being, or would later be, acquired directly or indirectly by an Offshore Associate of the Issuer other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of the Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme (within the meaning of the Corporations Act 2001 (Australia)).

Accordingly, the Notes should not be acquired by any Offshore Associates of the Issuer, subject to the exceptions referred to above.

Even if the public offer test is initially satisfied in respect of the Notes, the exemption from interest withholding tax will not apply to particular payments of interest if, at the time of the payment of interest to a person, the Issuer knows or has reasonable grounds to suspect that such person is an Offshore Associate of the Issuer other than one receiving the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme.

An "Offshore Associate" is an associate (as defined in Section 128F) of the Issuer that is either a non-resident of Australia which does not acquire the Notes in carrying on a business at or through a permanent establishment in Australia or, alternatively, a resident of Australia that acquires the Notes in carrying on a business at or through a permanent establishment outside of Australia.

To reduce the risk that the public offer test will not be satisfied the Issuer has identified its known associates and has requested that they do not acquire any of the Issuer's securities which were issued outside Australia.

Section 126 of the Income Tax Assessment Act 1936 (Australia) imposes a type of withholding tax at a rate that is currently 45 per cent. on the payment of interest on Notes payable to bearer if the Issuer fails to disclose the names and addresses of the holders of those Notes to the Australian Taxation Office. Section 126 does not apply to the payment of interest on Notes held by non-residents who do not carry on business at or through a permanent establishment in Australia where the issue of those Notes satisfied the requirements of Section 128F or where interest withholding tax is payable. However, the operation of section 126 in relation to Notes held in some circumstances is unclear. Section 126 will not apply in any circumstances if the name and address of the holder of the relevant Notes is disclosed to the Australian Taxation Office. The Issuer intends to comply with Section 126 without withholding in relation to any of the Notes by advising the Australian Taxation Office of the name and address of Euroclear and Clearstream, Luxembourg as the holders of the relevant Notes.

The Commissioner of Taxation of the Commonwealth of Australia has expressed the view that payments by an Australian resident guarantor to non-residents in relation to interest are themselves in the nature of interest and subject to Australian interest withholding tax. However, that expression of opinion has no binding effect and, as a matter of law, it is unclear whether it is correct. Even if the Commissioner's view prevailed, he has also expressed the view in the Taxation Determination TD 1999/26 that the exemption from Australian interest withholding tax under Section 128F will extend to payments made by a guarantor to a holder, on behalf of an issuer, in respect of debentures (such as the Notes) provided that the debentures are issued in a manner that satisfies the public offer test and which otherwise meets the requirements of Section 128F.

If the Issuer is obligated by law at any time to withhold or deduct an amount in respect of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Commonwealth of Australia or any political subdivision or authority thereof or therein having the power to tax, it will, subject to certain exceptions set out under Condition 7, pay such additional amounts as will result in the payment to the Holder concerned of the sum which would otherwise have been payable on the Notes.

Australian Income and Other Taxes

Under Australian law as currently in effect, a person who is a non-resident and who is a holder of Notes will not by reason only of that ownership incur or become liable for any Australian taxes or duties of whatsoever nature in respect of principal of or (except as described in "*Australian Interest Withholding Tax*" above, noting the exemption from that tax afforded by Section 128F where its requirements are complied with) interest, or amounts in the nature of interest (including original issue

discount, or premium, if any), in respect of, the Notes, provided that no such interest, amount in the nature of interest, or premium is derived in carrying on business through a permanent establishment in Australia.

Under Australian law as currently in effect, no Australian income or other tax is payable on any profit on sale of the Notes which are always held by non-residents outside of Australia except if the profit from the sale has a source in Australia. A profit arising on the sale of the Notes by a non-Australian resident holder to another non-Australian resident where the Notes are sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia, should generally not be regarded as having an Australian source.

In the event that a profit from a sale of Notes is *prima facie* assessable in Australia, if the vendor is a resident of a country with which Australia has a double taxation treaty, then depending on the circumstances of the case and the terms of the relevant treaty, relief from Australian tax may nevertheless be available under the treaty.

Australian holders of Notes will be required to include any gain on disposal of the Notes in their taxable income. Special rules apply to Australian residents who hold the Notes in the course of carrying on business at or through a permanent establishment outside Australia (which vary depending on the country in which that permanent establishment is located).

Australian Inheritance Taxes

Under Australian law as currently in effect, no Australian state or Federal estate duty or other inheritance taxes will be payable in respect of Notes held at the date of death regardless of the holder's domicile at the date of death.

Australian Taxation of Financial Arrangements

Specific rules concerning the taxation of financial arrangements (referred to as the "TOFA regime") may apply to the Notes, which may affect holders of Notes who are subject to Australian income tax other than Australian interest withholding tax. However, the TOFA regime does not contain any measures that would override the exemption from Australian interest withholding tax available under Section 128F in respect of interest payable on the Notes.

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (the "CRS") requires certain financial institutions to report information regarding certain accounts (which may include the Notes) to their local tax authority and follow related due diligence procedures. Holders of Notes may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed the CRS Competent Authority Agreement may provide the information to other jurisdictions that have signed the CRS Competent Authority Agreement.

LUXEMBOURG TAXATION

The following information is of a general nature only and is included herein solely for information purposes. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a

withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

Withholding Tax

(a) Non-resident holders of Notes

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident holders of Notes.

(b) Resident holders of Notes

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005 as amended (the "Relibi Law") mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes.

Under the Relibi Law payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 20 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Accordingly, payments of interest under the Notes coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of 20 per cent.

THE PROPOSED FINANCIAL TRANSACTIONS TAX ("FTT")

On 14 February 2013, the European Commission has published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "participating Member States"). However, Estonia has since stated that it will not participate.

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under current proposals the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

GENERAL INFORMATION

LISTING AND ADMISSION TO TRADING

Application has been made to the Luxembourg Stock Exchange for Notes issued under the Facility to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the official list of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).

SIGNIFICANT OR MATERIAL CHANGE

There has been no material adverse change in the financial position or prospects of the Issuer or the Guarantor and there has been no significant change in the financial performance or position of the Issuer or the Guarantor since 30 June 2019, being the date of the end of the Issuer's and the Guarantor's last fiscal year.

DOCUMENTS AVAILABLE

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection at: <https://www.qtc.com.au/institutional-investors/news-and-publications/euro-medium-term-note-program-supplementary-disclosures/>:

- (a) the Statutory Bodies Financial Arrangements Act 1982;
- (b) the Queensland Treasury Corporation Act 1988;
- (c) any future annual and interim reports published by the Issuer together with the Issuer's annual and interim consolidated financial statements for those periods;
- (d) the Agency Agreement;
- (e) the Deed of Covenant;
- (f) the forms of the temporary global, permanent global and definitive Notes;
- (g) the Deed of Guarantee; and
- (h) a copy of this Base Prospectus and any supplement to this Base Prospectus.

Any future information memoranda and supplements including Final Terms (save that a Final Terms relating to a Note which is neither admitted to trading on a regulated market in the EEA nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Paying Agent as to its holding of Notes and identity (and for these purposes, reference to the EEA includes the United Kingdom)) will also be published on the website of the Luxembourg Stock Exchange, *www.bourse.lu*.

AUTHORISATION

The establishment of the Facility by the Issuer and the subsequent increases in its nominal amount were made pursuant to section 18 of the Queensland Treasury Corporation Act 1988. The giving of the Guarantee by the Guarantor was approved by the Governor in Council of the State of Queensland

by Executive Council Minute dated 27 January, 1994. The update of the Facility was approved by the Chief Executive of the Issuer on 4 December 2019.

CONSENTS

There are no governmental or regulatory consents required for the execution and performance by the Issuer and, where relevant, the Guarantor of the Distribution Agreement, the Agency Agreement, the Deed of Covenant and the Deed of Guarantee.

LITIGATION

There are no and nor have there been any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had during the last twelve months prior to the date of this Base Prospectus a significant effect on the financial position or profitability of the Issuer or the Guarantor.

AUDITOR

The Auditor-General of Queensland, Brendan Worrall, has audited the Issuer's financial statements, without qualification, in accordance with generally accepted auditing standards in Australia for the financial years ended 30 June 2019 and 30 June 2018. The Auditor-General of Queensland has no material interest in the Issuer or the Guarantor. The Auditor-General of Queensland is a member of CPA Australia. The address of the Auditor-General of Queensland is Level 14, 53 Albert Street, Brisbane, Queensland 4000, Australia.

CLEARING SYSTEMS

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and ISIN and, if available, the FISN and/or CFI for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. In addition, the Issuer may make an application for any Notes in registered form to be accepted for trading in book-entry form by DTC. The CUSIP and/or CINS numbers for each Tranche of such Registered Notes, together with the relevant ISIN, (if applicable) common code and (if available) the FISN and/or CFI, will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium. The address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of DTC is 55 Water Street, 22nd Floor, New York, NY 10041-0099, USA.

DEALERS CONFLICTS

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in

securities, including potentially the Notes issued under the Facility. Any such short positions could adversely affect future trading prices of Notes issued under the Facility. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

AUSTRALIAN EXCHANGE CONTROL RESTRICTIONS

There is a prohibition on, or in some cases the specific prior approval of the Australian Department of Foreign Affairs and Trade or the Minister for Foreign Affairs must be obtained for, certain payments or other dealings connected with parties identified with terrorism or to whom United Nations or autonomous Australian sanctions apply. The Australian Department of Foreign Affairs and Trade maintains a list of all persons and entities having a proscribed connection with terrorism, or to whom United Nations or autonomous Australian sanctions apply, which is available to the public at the Department's website at http://www.dfat.gov.au/icat/UNSC_financial_sanctions.html.

CONDITIONS FOR DETERMINING PRICE

The price and amount of Notes to be issued under the Facility will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

YIELD

In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

THIRD PARTY SOURCE

Where identified as such, certain information in this Base Prospectus has been sourced from a third party. This information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

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