

**CONFORMED COPY**

**THIRD SUPPLEMENTAL AGENCY AGREEMENT**

**1 FEBRUARY 2022**

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

**QUEENSLAND TREASURY CORPORATION**

**EURO MEDIUM TERM NOTES**

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

**ON BEHALF OF**

**THE GOVERNMENT OF QUEENSLAND**

**THIS AGREEMENT** is made on 1 February 2022

**BETWEEN:**

1. **QUEENSLAND TREASURY CORPORATION**, a corporation sole constituted under the laws of the State of Queensland, Commonwealth of Australia, of Level 31, 111 Eagle Street, Brisbane, Queensland 4000, Australia (the **Issuer**); and
2. **DEUTSCHE BANK AG, LONDON BRANCH**, a corporation domiciled in Frankfurt am Main, Germany, operating in the United Kingdom under branch number BR000005, acting through its London branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom (the **Agent**, which expression shall include any successor agent appointed in accordance with clause 23 of the Principal Agency Agreement);
3. **DEUTSCHE BANK LUXEMBOURG S.A.** of 2 boulevard Konrad Adenauer, L-1115 Luxembourg (the **Registrar**, which expression shall include any additional or successor registrar appointed in accordance with clause 23 of the Principal Agency Agreement);
4. **DEUTSCHE BANK LUXEMBOURG S.A.** of 2 boulevard Konrad Adenauer, L-1115 Luxembourg (together with the Agent and the Registrar, the **Paying Agents**, which expression shall include any additional or successor paying agent appointed in accordance with clause 23 of the Principal Agency Agreement);
5. **DEUTSCHE BANK AG, LONDON BRANCH** of Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom (together with the Registrar, the **Transfer Agents**, which expression shall include any additional or successor transfer agent appointed under clause 23 of the Principal Agency Agreement and **Transfer Agent** shall mean any of the Transfer Agents); and
6. **DEUTSCHE BANK AG, LONDON BRANCH** of Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom (the **Exchange Agent**, which expression shall include any successor exchange agent appointed under clause 23 of the Principal Agency Agreement).

**WHEREAS**

- (A) The parties to this Agreement entered into an amended and restated agency agreement dated 7 February 2013, a supplemental agency agreement dated 5 March 2015 and a second supplemental agency agreement dated 25 January 2021 (as so supplemented, the **Principal Agency Agreement**) in respect of the Issuer's Medium Term Note Programme (the **Programme**).
- (B) The parties hereto have agreed to enter into this Agreement to effect certain modifications to the Principal Agency Agreement.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

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

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

2.1 The definition of '*Specified Time*' in Clause 1.1 (Definitions and Interpretation) shall be deleted.

2.2 Clause 1.2(l) of the Principal Agency Agreement shall be deleted and replaced by the following:

“As used herein, in relation to any Notes which are to have a "listing" or be "listed" on any other Stock Exchange within the European Economic Area, **listing** and **listed** shall be construed to mean that Notes have been admitted to trading on a market within that jurisdiction which is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).”

2.3 Clause 16 (Copies of the Deed of Covenant, Deed of Guarantee and this Agreement available for inspection) of the Principal Agency Agreement shall be deleted and replaced by the following:

### **“16. COPIES OF DOCUMENTS AVAILABLE FOR INSPECTION**

“The Paying Agents shall hold copies of the Deed of Covenant, the Deed of Guarantee and this Agreement available for inspection or collection by Noteholders and Couponholders. For this purpose, the Issuer shall furnish the Paying Agents with sufficient copies of each of such documents. The Paying Agents shall provide by email to a Noteholder copies of all documents required to be so available by the Conditions of any Notes, following the Noteholder’s prior written request and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent).”

2.4 Paragraph 2 of Schedule 4 (Provisions for Meetings of Noteholders) of the Principal Agency Agreement shall be deleted and replaced by the following new Paragraph 2:

“The Issuer may at any time and, upon a requisition in writing of Noteholders holding not less than one tenth of the principal amount of the Notes for the time being outstanding, shall, convene a meeting of the Noteholders and if the Issuer makes default for a period of seven days in convening such a meeting the same may be convened by the requisitionists. Whenever the Issuer is about to convene any such meeting it shall forthwith give notice in writing to the Agent and the Dealers of the day, time and place thereof (which need not be a physical place and instead may be by way of conference call, including by use of a videoconference platform) and of the nature of the business to be transacted thereat. Every such meeting shall be held at such time and place as the Agent may approve.”

## **3. MISCELLANEOUS**

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

## **4. EFFECTIVE DATE**

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

4.2 Any Notes issued under the Programme on or after the date of this Agreement (other than any Notes to be consolidated and form a single series with any Notes issued under the Programme prior to the date of this Agreement) shall be issued pursuant to the Principal Agency Agreement as supplemented

by this Agreement. The amendments contemplated by this Agreement do not affect any Notes issued under the Programme prior to the date of this Agreement.

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

## **SIGNATORIES**

**The Issuer**

QUEENSLAND TREASURY CORPORATION

By: **Philip Noble**

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

DEUTSCHE BANK AG, LONDON BRANCH

By: **Paul Yetton**

By: **Kieran Odedra**

**The Registrar**

DEUTSCHE BANK LUXEMBOURG S.A.

By: **Paul Yetton**

By: **Kieran Odedra**

**The Paying Agent**

DEUTSCHE BANK LUXEMBOURG S.A.

By: **Paul Yetton**

By: **Kieran Odedra**