

CONFORMED COPY

FOURTH SUPPLEMENTAL AGENCY AGREEMENT

23 JANUARY 2024

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 23 January 2024

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, a second supplemental agency agreement dated 25 January 2021 and a third supplemental agency agreement dated 1 February 2022 (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 following shall be added as a new definition (in alphabetical order) in clause 1.1 of the Principal Agency Agreement:

“**T2** means the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor or replacement for that system;”

- 2.2 All references in the Principal Agency Agreement to “the TARGET 2 System” shall be deemed to be deleted and replaced with references to “T2”.

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: **Leon Allen**

The Agent, Transfer Agent and Exchange Agent

DEUTSCHE BANK AG, LONDON BRANCH

By: **Ranjit Mather**

Title: **Director**

By: **Lauren Taylor**

Title: **Vice President**

The Registrar

DEUTSCHE BANK LUXEMBOURG S.A.

By: **Ranjit Mather**

Title: **Attorney**

By: **Lauren Taylor**

Title: **Attorney**

The Paying Agent

DEUTSCHE BANK LUXEMBOURG S.A.

By: Ranjit Mather

Title: Attorney

By: Lauren Taylor

Title: Attorney