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4 October 2023

Phillip Rudd  
General Manager  
Rous County Council  
218-232 Molesworth Street  
Lismore NSW 2480

Dear Phillip,

## **Amendments to Loan Agreement – Rous County Council**

We refer to the loan agreement between New South Wales Treasury Corporation (**TCorp**) as lender and Rous County Council (**Council**) as borrower as set out in the Schedule of this letter (as amended from time to time and together the **Loan Agreement**):

### **1. Amendments and Effective Date**

The parties agree to amend the Loan Agreement on the terms set out in the Schedule of this letter and such amendments shall take effect on the date TCorp receives a copy of this letter duly executed by the Council (such date being the **Effective Date**).

### **2. Miscellaneous**

This letter is designated as a “Finance Document” for the purposes of the Loan Agreement.

All other terms and conditions of the Loan Agreement and each other Finance Document remain the same and in full force and effect (other than as amended by this letter).

Clauses 13.1 (Expenses) and 15 (Miscellaneous) of the Loan Agreement between TCorp and the Council dated 7 June 2021 (as referred to in the Schedule and as amended from time to time) are incorporated by reference into this letter and a reference to “this agreement” in that document is a reference to this letter.

Please confirm your agreement to the above by signing **below** where indicated and returning this letter to us. If you have any queries in respect of this letter, please email the Local Government Services at [lgs@tcorp.nsw.gov.au](mailto:lgs@tcorp.nsw.gov.au).

This letter is executed as a Deed

**SIGNED, SEALED and DELIVERED** by )  
**NEW SOUTH WALES TREASURY** )  
**CORPORATION** (ABN 99 095 235 825):

DocuSigned by:

*Andrew Loadsman*

D83961705A86480...

Signature of Authorised Person

Andrew Loadsman

Name of Authorised Person

Head of Local Government Services

Capacity of Authorised Person

DocuSigned by:

*F. Xavier*

26361CA821F4419...

Signature of Authorised Person

Frances Xavier

Name of Authorised Person

Senior Legal Counsel

Capacity of Authorised Person

**SIGNED, SEALED and DELIVERED** by **ROUS COUNTY COUNCIL**

by the affixing of the Seal in the presence of the Mayor and the General Manager:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Name (please print)

## SCHEDULE – AMENDMENTS TO LOAN AGREEMENT

### 1. Amendments to the Loan Agreement dated 7 June 2021

On and from the Effective Date, the parties agree that the above Loan Agreement is amended as follows, to:

- (a) delete the definitions “ADI”, “BBB Rate Sub Limit”, “Counterparty Limit”, “Investment Funds”, “LG Regulation”, “Long Term Debt Rating”, “Portfolio Limit”, “Rating Agency” and “TCorp Investments” in clause 1.1 (Definitions), each in their entirety
- (b) include the following new definition in clause 1.1 (Definitions) in alphabetical order:  
 “**Investment Policy** means the version of the investment policy governing the Borrower’s investment process that has been approved by the Borrower.”
- (c) include the following new definition in clause 1.1 (Definitions) in alphabetical order:  
 “**LG Regulation** means the *Local Government (General) Regulation 2021* (NSW).”
- (d) include the following new clause after clause 9.1.13 (No adverse change):  
 “9.1.14 **Investment Policy and investments:** its Investment Policy and investments made by the Borrower, comply with the Local Government Act 1993 (NSW), current Investment Policy Guidelines of the OLG and Investment Order issued by the Minister for Local Government.”  
 and  
 delete the word “and” at the end of clause 9.1.12 and full stop at the end of clause 9.1.13 and replace the full stop with “; and”
- (e) include the following new clauses immediately after clause 10.1.7 (Long Term Financial Plan):  
 “10.1.8 **Disclosure:** notify the Lender promptly upon becoming aware of any circumstances or information which if disclosed to the Lender would make any information it has already disclosed, incomplete, untrue or misleading in any material respect; and  
 10.1.9 **Investment Policy and investments:**  
 (a) **(Information):** in addition to its obligations in clause 10.1.3 (Provision of Information) promptly on request provide the Lender its Investment Policy and details of all its investments; and  
 (b) **(No amendments)** not amend, vary or otherwise modify its Investment Policy without providing prior notice in writing to the Lender.” and
- (f) delete the contents of clause 10.4. (Investments) in its entirety.