



Level 7, Deutsche Bank Place
126 Phillip Street
Sydney NSW 2000, Australia

T +61 2 9325 9325
F +61 2 9325 9333
W www.tcorp.nsw.gov.au

22 August 2023

Mark Arnold
General Manager
Byron Shire Council
70-90 Station Street
Mullumbimby NSW 2482

Dear Mark,

Amendments to Loan Agreements – Byron Shire Council

We refer to each of the loan agreements between New South Wales Treasury Corporation (**TCorp**) as lender and Byron Shire Council (**Council**) as borrower as set out in the Schedule of this letter (each as amended from time to time and together the **Loan Agreements**):

1. Amendments and Effective Date

The parties agree to amend each 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 each relevant Loan Agreement.

All other terms and conditions of each 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 2 December 2019 (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.

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:
Frances Xavier
26361CA821F4419...

Signature of Authorised Person

Frances Xavier

Name of Authorised Person

Senior Legal Counsel

Capacity of Authorised Person

SIGNED, SEALED and DELIVERED by **BYRON SHIRE COUNCIL**

by its General Manager in the presence of the Mayor where the seal was affixed to this deed:

Mayor

Name (please print)

General Manager

Name (please print)

SCHEDULE – AMENDMENTS TO LOAN AGREEMENTS

Amendments to the Loan Agreements dated 27 June 2019 and 2 December 2019

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

- (a) delete the definitions “ADI”, “BBB Rate Sub Limit”, “Counterparty Limit”, “Investment Funds”, “LG Regulation”, “Long Term Debt Rating” and “Portfolio Limit” in Clause 1.1 (Definitions) 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 10.1.13 (No adverse change):
“10.1.14 **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 10.1.12 and full stop at the end of clause 10.1.13 and replace the full stop with “; and”
- (e) include the following new clauses immediately after clause 11.1.6 (Notification of certain events):
“11.1.7 **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
11.1.8 **Investment Policy and investments:**
(a) **(Information):** in addition to its obligations in clause 11.1.3 (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.”
and
- (f) delete clause 11.4 in its entirety.