

Arc Social Impact Bond

Amended SIB Deed Poll and Amended Purchase Deed
25 March 2024



Arc SIB Deed Poll

This deed poll dated 15 June 2023, as amended on the Effective Date, is made by:

SVA Nominees Pty Ltd (ACN 616 235 753) as trustee for the Arc SIB Trust (ABN 39 880 516 089)

in favour of:

each person who is from time to time a Noteholder.

Recitals

A The Issuer proposes to issue the Notes in the Australian wholesale capital market to fund Vacro and Housing Providers in connection with the arrangements under the Implementation Agreement, which relate to service provision to adults exiting a custodial sentence who are at risk of homelessness in Victoria.

B The Notes will be constituted by and issued with the benefit of, and on the terms and conditions set out in, this document in registered uncertificated form and evidenced by entry in the Register.

1 Issue of the Notes

1.1 Undertakings of the Issuer

The Issuer unconditionally and irrevocably undertakes with each Noteholder, in respect of each Note held by the Noteholder:

- (a) to pay:
- (i) principal and any coupons; and
 - (ii) any other amounts that may be payable, each in accordance with the Conditions of that Note including the provisions of this document;
- (b) to only:
- (i) carry on, in relation to the Trust, such business as is connected with, or ancillary or incidental to, its entry into and performance of the Program Documents, the issue of and observance of its obligations under the Notes and the administration and operation of the Trust; and
 - (ii) apply the proceeds of the issue of the Notes in furtherance of such business; and
- (c) otherwise to observe its obligations under, and to comply with, the Conditions of that Note including the provisions of this document.

1.2 Form and issue

- (a) The obligations of the Issuer under each Note are constituted by, and owing under, this document.
- (b) The Notes are issued as two Tranches of the Notes, issued as the Tranche 1 Notes and the Tranche 2 Notes.
- (c) Each Note will be issued in registered uncertificated form and evidenced by entry in the Register.
- (d) No certificates will be issued to Noteholders unless the Issuer determines that certificates should be available or if certificates are required by an applicable law or directive.

- (e) The issue of a Tranche of Notes will be confirmed by the Issuer executing a Note Issue Supplement. The relevant Note Issue Supplement will also form part of the Conditions of those Notes.
- (f) The aggregate Principal Amount of Notes issued and outstanding may not, at any time:
 - (i) (if the Plan Big Scenario applies) exceed \$9,000,000; and
 - (ii) (if the Stay Small Scenario applies) exceed \$5,508,000.
- (g) Interests in the Notes may only be held by Australian residents who are not acquiring an interest in the Notes through a permanent establishment outside Australia.

1.3 Currency and denomination

The Notes are issued in Australian dollars in a single denomination of \$100 per Note.

1.4 Status and ranking

- (a) The Notes are limited recourse, unsubordinated and unsecured debt obligations of the Issuer.
- (b) Subject to the limitations set out in clause 11.5 ("Limited recourse"), the Notes rank for payment:
 - (i) equally among themselves; and
 - (ii) at least equally with all other unsubordinated and unsecured obligations of the Issuer, except for liabilities mandatorily preferred by law.

2 Coupons

2.1 Entitlements

Each Note bears an entitlement to

- (a) Fixed Coupons; and
- (b) Performance Coupons

which, in each case, shall be payable within 10 Business Days of the applicable Determination Date.

2.2 Fixed Coupons

- (a) The amount of the Fixed Coupon payable on each Note in respect of Determination Dates 1, 2 and 3 shall be calculated in accordance with the following formula:

$$\text{Fixed Coupon} = \frac{OPA \times N \times 3.00\%}{365}$$

where:

OPA is the outstanding Principal Amount of the Note at the relevant Determination Date; and

N is the number of days elapsed:

- i) from (and excluding) the later of the Issue Date for the relevant Note and the preceding Determination Date (if one has occurred),
- ii) to (and including) the relevant Determination Date.

For the avoidance of doubt, there is no Fixed Coupon payable in respect of Tranche 2 Notes at Determination Date 1 as their Issue Date will be after Determination Date 1.

- (b) No Fixed Coupons are payable, and this clause 2.2 does not apply, in connection with Determination Dates 4, 5, 6 or an Early Redemption Date.

2.3 Performance Coupons

The amount of the Performance Coupon payable on each Note in respect of Determination Dates 4, 5 and 6, or any Early Redemption Date (if one occurs), shall be determined in accordance with the following:

- (a) all amounts of the Distributable Trust Assets relating to a relevant Determination Date or Early Redemption Date shall be applied for such Performance Coupon payments, provided that the aggregate amount of the Distributable Trust Assets so applied in respect of Determination Dates 4, 5 and 6, and any Early Redemption Date (if one occurs), together, may not exceed \$5,500,000 if the Plan Big Scenario applies, and \$3,370,000 if the Stay Small Scenario applies;
- (b) the Performance Coupon payable on each Note shall be calculated in accordance with the following formula:

$$\text{Performance Coupon} = \text{NP} \times \text{DTA}$$

where:

NP is the Note Proportion; and

DTA is the Distributable Trust Assets at the relevant Determination Date or Early Redemption Date (subject to the maximum specified in 2.3(a)); and

- (c) On any Determination Date, Scheduled Maturity Date or Early Redemption Date, Performance Coupons are calculated and payable immediately prior to the redemption of Notes under clause 3.

3 Redemption and purchases

3.1 Redemption

The Issuer shall redeem each Note as required in accordance with this document at its Principal Amount unless:

- (a) the Note has been previously redeemed in accordance with clauses 3.2 ("Redemption upon an Early Redemption Event") or 3.3 ("Mandatory redemption"); or
- (b) the Note has been purchased in accordance with clause 3.4 ("Purchases") and cancelled.

3.2 Redemption upon an Early Redemption Event

- (a) If an Early Redemption Event occurs, the Issuer must promptly (and in any event within 5 Business Days) after becoming aware of it notify Noteholders and the Registrar of the occurrence of the Early Redemption Event (specifying reasonable details of it).
- (b) Within 10 Business Days of any Early Redemption Date the Issuer shall apply the Redeemable Trust Assets in redemption of all Notes then on issue in accordance with the following:
- (i) redemptions shall only be paid out of the Redeemable Trust Assets; and
- (ii) if the Redeemable Trust Assets are less than the aggregate of the Principal Amounts of all Notes to be so redeemed, the redemption amount payable in respect of each Note shall

be determined in accordance with the following formula:

$$\text{Redemption amount} = \text{NP} \times \text{RTA}$$

where:

NP is the Note Proportion; and

RTA is the Redeemable Trust Assets at the Early Redemption Date.

3.3 Mandatory redemptions

- (a) Within 10 Business Days of Determination Dates 4 and 5, the Issuer shall apply the Redeemable Trust Assets in redemption of part or all of the Notes then on issue in accordance with the following:
- (i) redemptions shall only be paid out of the Redeemable Trust Assets;
- (ii) all amounts of the Redeemable Trust Assets relating to a relevant Determination Date shall be applied for such redemption payments, provided that the aggregate amount of the Redeemable Trust Assets so applied in respect of Determination Dates 4 and 5, together, may not exceed \$8,100,000 if the Plan Big Scenario applies, and \$4,957,200 if the Stay Small Scenario applies;
- (iii) the Issuer may elect in its discretion whether to redeem Tranche 1 Notes, Tranche 2 Notes, or both; and
- (iv) the number of Notes held by each Noteholder to be redeemed shall be determined in accordance with the following formula:

$$\text{Redeemed Notes} = \text{N} \times \text{NP} \times \text{RTA} / \text{PA}$$

where:

N is the number of Notes held by the Noteholder;

NP is the Noteholder Proportion;

RTA is the Redeemable Trust Assets (subject to the maximum specified in 3.3(a)(ii));

PA is the Principal Amount of all Notes held by the Noteholder,

in each case, as at the relevant Determination Date.

The number of Notes redeemed for each Noteholder will be rounded down to the nearest whole denomination of a Note, with any excess cash amount of the Redeemable Trust Assets to be retained by the Issuer as forming part of the Trust Assets.

- (b) Within 10 Business Days of the Scheduled Maturity Date the Issuer shall apply the Redeemable Trust Assets in redemption of all Notes then on issue in accordance with the following:
- (i) redemptions shall only be paid out of the Redeemable Trust Assets; and
- (ii) if the Redeemable Trust Assets are less than the aggregate of the Principal Amounts of all Notes to be so redeemed, the redemption amount payable in respect of each Note shall be determined in accordance with the following formula:

$$\text{Redemption amount} = \text{NP} \times \text{RTA}$$

where:

NP is the Note Proportion; and

RTA is the Redeemable Trust Assets at the Scheduled Maturity Date.

3.4 Purchases

The Issuer, and any person associated with or related to the Issuer, may at any time purchase Notes on market or by private treaty at any price. Notes purchased under this clause 3.4 may be held, resold or cancelled at the discretion of the purchaser and (if the Notes are to be cancelled) the Issuer, subject to compliance with any applicable law or directive.

4 Title and transfer

4.1 Title

Title to a Note passes when details of its transfer are entered in the Register.

4.2 Recognition of interests

- (a) Except as ordered by a court of competent jurisdiction or required by law or directive, the Issuer and the Registrar must treat the person whose name is entered in the Register as the holder of a Note as the absolute owner of that Note. This clause applies whether or not a Note is overdue and despite any notice of ownership, trust or interest in the Note.
- (b) Where 2 or more persons are entered in the Register as the joint holder of a Note then they are taken to hold the Note as joint tenants with rights of survivorship, but the Registrar is not bound to register more than 4 persons as joint holders of a Note.

4.3 Transfer restrictions

- (a) Notes may only be transferred:
 - (i) with the prior written consent of the Issuer;
 - (ii) in whole denominations and not in parts thereof;
 - (iii) to Australian residents who are not acquiring interests in the Notes through a permanent establishment outside Australia; and
 - (iv) if the transfer:
 - (A) does not require disclosure to investors under Part 6D.2 or 7.9 of the Corporations Act;
 - (B) does not constitute a transfer to a "retail client" as defined for the purposes of section 761G of the Corporations Act;
 - (C) does not require any document to be lodged with the Australian Securities and Investments Commission or any other regulatory body in Australia; and
 - (D) complies with all other applicable laws and directives in the jurisdiction in which the transfer takes place.
- (b) During the Initial Transfer Period, any Tranche 1 Note may only be transferred if:
 - (i) prior to the proposed transfer date for that Tranche 1 Note, the Noteholder transferring the Tranche 1 Note has confirmed to the Issuer

in writing that such Noteholder will continue to be irrevocably bound by the corresponding Tranche 2 Notes Subscription Undertaking following such transfer of the Tranche 1 Note; or

- (ii) the corresponding Tranche 2 Notes Subscription Undertaking has been validly transferred to:

- (A) the transferee of the Tranche 1 Note; or
- (B) with the prior consent of the Issuer (acting in its absolute discretion) such other person as the Noteholder nominates,

and such transferee or other person has become irrevocably bound by the corresponding Tranche 2 Notes Subscription Undertaking.

- (c) A transfer of a Note to an unincorporated association is not permitted.
- (d) Transfers of Notes cannot be made between a Record Date and the related Payment Date.
- (e) Transfers of Notes will not be registered later than 5.00 pm on the Record Date.

4.4 Transfer procedures

Notes may be transferred by the delivery to the Registrar of:

- (a) a duly completed Transfer and Acceptance Form executed by the transferor and the transferee; and
- (b) such evidence as the Registrar considers sufficient to establish the due completion and execution of that Transfer and Acceptance Form,

and, in each case, otherwise in accordance with the Conditions and this document.

4.5 Estates

A person:

- (a) that becomes entitled to a Note as a consequence of the death or bankruptcy of a Noteholder or of a vesting order; or
- (b) administering the estate of a Noteholder,

may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Note or, if so entitled, become registered as the holder of the Note.

5 Calculations and determinations

5.1 Calculations

- (a) Each rate, amount of a payment in respect of a Note or number of Notes to be calculated in accordance with the Conditions shall be made by the Issuer by no later than the date specified in the Conditions on which the rate or amount is to be calculated or otherwise determined (or, if no such date is specified, on the applicable period commencement date or end date, in accordance with the prevailing market convention).
- (b) The determination by the Issuer of all rates, amounts and numbers falling to be calculated or otherwise determined by it under the Conditions is, in the absence of fraud or manifest or proven error, final

and binding on the Issuer, the Registrar and each Noteholder.

5.2 Rounding

For the purposes of any calculations required under the Conditions and this document:

- (a) all percentages resulting from the calculations must be rounded to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.);
- (b) all figures resulting from the calculations must be rounded to 5 decimal places (with halves being rounded up);
- (c) all amounts resulting from the calculations and that are due and payable must be rounded (with halves being rounded up) to one cent; and
- (d) all numbers of Notes resulting from the calculations must be rounded down to the nearest whole Note (with any part of a Note to be ignored).

6 Payments

6.1 Payments to Noteholders

- (a) Payments of amounts in respect of a Note will be made to the person registered in the Register as at 5.00 pm on the applicable Record Date as the holder of that Note.
- (b) All payments in respect of any Note:
 - (i) are subject to applicable law but without prejudice to the provisions of clauses 6.2 (“No set-off, counterclaim or deductions”) and 6.3 (“Withholding tax”); and
 - (ii) shall only be made from the Trust Assets.

6.2 No set-off, counterclaim or deductions

All payments in respect of the Notes must be made in full without set-off or counterclaim, and without any withholding or deduction in respect of Taxes, unless required or prohibited by law.

6.3 Withholding tax

If a law requires the Issuer to withhold or deduct an amount in respect of Taxes from a payment on a Note such that the Noteholder would not actually receive the full amount provided for under the Notes on the relevant due date, then:

- (a) the Issuer must deduct that amount for the Taxes; and
- (b) no additional amounts are payable under the Conditions or this document.

6.4 Disputed amounts

Pursuant to the Implementation Agreement, the State is entitled to dispute any amount payable to the Issuer under the Implementation Agreement. If the State disputes any part of an amount (a “**Disputed Amount**”) that constitutes all or part of any amount payable in respect of a Note, that Disputed Amount is not an amount that is due under the Conditions for that Note and does not form part of the relevant amount payable unless that Disputed Amount is found to be payable in accordance with the dispute resolution processes under the Implementation Agreement.

6.5 Late payments

If any Coupon payment due on a Note is not paid by its due date, except where clause 6.4 (“Disputed amounts”) applies, interest (calculated on a daily basis) will be payable on that amount at the Prescribed Rate (converted to a daily rate of interest) from (but excluding) the day on which payment of that amount was due to (and including) the date the payment of that amount is made, provided that no such interest shall be payable if the aggregate amount of such interest is less than or equal to \$200.

6.6 Payments to accounts

Payments in respect of a Note will be made by crediting, on or before the Payment Date, the amount then due under the Note to an account in Australia previously notified by the Noteholder to the Issuer and the Registrar.

6.7 Payments on non-Business Days

If a payment on a Note:

- (a) is due on a day which is not a Business Day, then the due date for payment is postponed to the first following date that is a Business Day; or
- (b) is to be made to an account on a day on which banks are not open for general banking business in the place in which the account is located, then the due date for payment will be the first following day on which banks are open for general banking business in that place,

and, in either case, a Noteholder is not entitled to any additional payment in respect of that delay.

6.8 Unsuccessful attempts to pay

Subject to applicable law, where:

- (a) a Noteholder has not, by 5.00 pm on the Record Date, notified the Issuer of an account to which payments to it must be made; or
- (b) the Issuer attempts to pay an amount to a Noteholder’s nominated account by direct credit, electronic transfer of funds or any other means and the transfer is unsuccessful;

then, in each case and subject to clause 6.10 (“Time limit for claims”), the amount is to be held by the Issuer for the Noteholder until the Noteholder or any legal personal representative of the Noteholder nominates a valid account to which payments must be made or otherwise claims the amount, or the amount is paid by the Issuer according to the legislation relating to unclaimed moneys. No late payment interest will accrue in respect of payments withheld in accordance with this clause 6.8.

6.9 Discharge of payment obligations

A payment in respect of a Note that is made:

- (a) to the registered owner of a Note; and
- (b) if the Note is jointly owned, to any one joint Noteholder,

will discharge the Issuer’s liability in respect of the payment of the relevant amount under the Note.

6.10 Time limit for claims

A claim against the Issuer for a payment under a Note is void unless made within 6 years from the date on which payment first became due.

7 Resolution Provisions

The provisions relating to resolutions are set out in schedule 1 ("Resolution Provisions").

8 Variation

8.1 Variation with consent

Unless clause 8.2 ("Variation without consent") applies:

- (a) the Notes; and
- (b) this document, the relevant Conditions and any relevant Note Issue Supplement,

may only be varied with the prior consent of the Noteholders given in accordance with the Resolution Provisions.

8.2 Variation without consent

The Notes, this document, the relevant Conditions and any relevant Note Issue Supplement may be amended by the Issuer without the consent of any Noteholders if the amendment:

- (a) is of a formal, minor or technical nature;
- (b) is made to correct a manifest or proven error;
- (c) is made to cure any ambiguity or correct or supplement any defective or inconsistent provision; or
- (d) in the reasonable opinion of the Issuer acting in good faith, is not materially prejudicial to the interests of the Noteholders (taken as a whole).

8.3 Variation of the Program Documents

The Issuer may only agree, consent to or otherwise give effect to any variation, amendment, waiver or modification of the Program Documents:

- (a) if the variation, amendment, waiver or modification does not reduce an amount payable or delay a payment in respect of the Notes; or
- (b) if the variation, amendment or modification arises as a result of a Counterfactual Review in accordance with clause 13.4 of the Implementation Agreement (**Counterfactual Review**); or
- (c) with the consent of an Extraordinary Resolution of the Noteholders; or
- (d) with the consent of an Ordinary Resolution of the Noteholders:
 - (i) for any variation, amendment or modification arising in connection with a Review under the Implementation Agreement (other than a Counterfactual Review); or
 - (ii) the variation, amendment or modification:
 - (A) has been proposed, and is being effected, by the parties to the Program Documents in good faith and for purposes other than to reduce or cancel any such amount payable in respect of the Notes; and
 - (B) is not, in the opinion of the Independent Financial Institution, materially prejudicial to the rights of the relevant Noteholders in respect of:

- (1) any amount that is then due and payable under the Conditions; and/or
- (2) any amount that has notionally accrued, but is not then payable, under the Conditions,

in each case, determined as though the variation, amendment or modification were not effected. In providing such an opinion, the Independent Financial Institution need only have regard to facts and circumstances prevailing as at the date that the variation, amendment or modification is to be effected, without needing to have regard to facts or circumstances (including as to any future matters) that are, as at the time that the opinion is given, not actually known to the Independent Financial Institution (acting in that capacity).

The Noteholders are deemed to acknowledge and agree that a variation, amendment, waiver or modification to the Program Documents made in accordance with this clause 8.3(d) may have the effect of reducing or cancelling an amount payable, or effect a change to the method of calculating an amount payable or a date of payment in respect of the Notes.

For the avoidance of doubt, (1) the Issuer may agree, consent to or otherwise give effect to any other variation, amendment, waiver or modification of the Program Documents (including without limitation any amendment that is of a formal, minor or technical nature, is made to correct a manifest or proven error, is made to cure any ambiguity or correct or supplement any defective or inconsistent provision or has a positive or neutral effect on the amounts payable under the Notes) without the consent of the Noteholders, and (2) the assignment or transfer of the Implementation Agreement by the State to another Victorian department or agency or Victorian Government Body as a consequence of a Machinery of Government Change does not require the consent of the Issuer or the Noteholders.

9 Notices

9.1 Notices to Noteholders

All notices and other communications to a Noteholder must be in writing and must be sent by email, to the email address notified by the Noteholder, as shown in the Register at close of business on the day which is 3 Business Days before the date of the notice or communication.

9.2 Notices to the Issuer

All notices and other communications to the Issuer must be in writing and may be sent by email to the Specified Email Address.

9.3 Deemed receipt of notices

- (a) Notices or other communications are taken to be received:
 - (i) when the sender receives confirmation of receipt from the intended recipient or an automated message confirming delivery; or
 - (ii) 4 hours after the time sent (as recorded on the device from which the sender sent the email)

unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

- (b) Despite clause 9.3(a), if notices or other communications are received after 5.00 pm on a non-Business Day, they are taken to be received at 9.00 am on the next Business Day.

10 The Register

10.1 Registrar and the Register

The Issuer has appointed the Registrar under the terms of the Registry Agreement for the Registrar to establish and, at all times during the term of its appointment, maintain, a principal Register for the Notes in Sydney or Melbourne (or such other place in Australia as the Issuer determines).

10.2 Directions to hold documents

- (a) Each Noteholder is taken to have irrevocably instructed, appointed and authorised the Registrar to hold this document and each Note Issue Supplement on its behalf in Sydney or Melbourne (or such other place in Australia as the Issuer determines).
- (b) Within 14 days of the Issuer receiving a written request from a Noteholder to do so, the Issuer must provide (or procure that the Registrar provides) to that Noteholder a certified copy of this document or any relevant Note Issue Supplement.

11 Rights and obligations

11.1 Benefit and entitlement

This document is executed as a deed poll. Each Noteholder has the benefit of and, subject to the Conditions, is entitled to enforce this document against the Issuer even though it is not a party to, or is not in existence at the time of execution and delivery of, this document.

11.2 Rights independent

Each Noteholder may enforce its rights under this document independently from each other Noteholder and any other person.

11.3 Noteholders bound

Each Note is issued on the condition that each Noteholder holding that Note (and any person claiming through or under that Noteholder) is taken, by the Noteholder becoming the holder of that Note, to have notice of, and to be bound by, this document, the relevant Conditions including the relevant Note Issue Supplement.

11.4 Assignment

- (a) The Issuer may not assign, transfer or otherwise deal with all or any of its rights, benefits or obligations under this document except as expressly contemplated by this document and the relevant Conditions.
- (b) Each Noteholder is entitled to assign, transfer or otherwise deal with all or any of its rights and benefits under the Notes and this document, subject to, and in accordance with, this document and the relevant Conditions.

11.5 Limited recourse

- (a) Clause 14 (“Indemnity and limitation of liability”) of the Trust Deed applies to the liability of the Issuer under this document as if it were set out in full in this document with any necessary amendments to clause references and references to applicable documents and parties.
- (b) In addition, but without limiting clause 11.5(a), except for a claim made on the Issuer in accordance with this document, a Noteholder has no claim on the Issuer, the Trust Manager, the State, Vacro, the Housing Providers or any other person, nor shall the Issuer be required to make a claim against any such person on behalf of any Noteholder, for payment of any amount or the performance of any obligation in respect of any Note held by that Noteholder.

12 Governing law and jurisdiction

- (a) This document and each Note Issue Supplement is governed by the laws of New South Wales, Australia.
- (b) The Issuer submits, and each Noteholder is taken to have submitted, irrevocably and unconditionally to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them.
- (c) Without preventing any other method of service, any document in any suit, action or proceedings relating to this document, the Conditions or any Notes brought in a relevant court may be served on the Issuer by being delivered or left at its Specified Office.

13 Definitions and interpretation

13.1 Trust Deed

The Issuer confirms that, for the purposes of the Trust Deed and each other Trust Document (as defined in the Trust Deed):

- (a) this document is an “Instrument Constituent Document” and a “Trust Document”; and
- (b) the Notes are “Instruments” of the Trust; and
- (c) the Conditions are “Instrument Conditions”.

13.2 Incorporation of other defined terms

In the interpretation of this document in respect of any Notes:

- (a) this document must be read together with each relevant Note Issue Supplement; and
- (b) terms which are defined (or given a particular meaning) in any relevant Note Issue Supplement have the same meaning when used in this document (unless the same term is also defined in this document, in which case the definition in this document prevails).

13.3 Definitions

In this document, these meanings apply unless the contrary intention appears:

Business Day means a day (not being a Saturday, Sunday or public holiday in the relevant place) on which banks are open for general banking business in Sydney.

Conditions means, for a Note, the terms and conditions applicable to that Note as set out in this document, as amended, supplemented, modified, completed or replaced by each Note Issue Supplement applicable to such Note.

Corporations Act means the *Corporations Act* 2001 (Cth).

Coupons means Fixed Coupons and/or Performance Coupons, as the context admits.

Determination Date means each date specified as follows:

- (b) Determination Date 1 is 30 June 2025;
- (c) Determination Date 2 is 30 June 2026;
- (d) Determination Date 3 is 30 June 2027;
- (e) Determination Date 4 is 30 June 2028;
- (f) Determination Date 5 is 30 June 2029; and
- (g) Determination Date 6 is 30 June 2030.

Distributable Trust Assets means, at any time:

- (a) the Redeemable Trust Assets; less
- (b) the outstanding Principal Amount of all Notes then on issue,

subject to the Distributable Trust Assets not being less than zero.

Early Redemption Date means the date on which a Termination Payment is paid to the Issuer by the State under the terms of the Implementation Agreement or, if the Termination Payment in respect of any Termination Date is nil, a date that is no later than 5 months after the Termination Date (allowing for the determination of the Termination Payment).

Early Redemption Event means the serving of notice of termination of the Implementation Agreement prior to its scheduled expiry date for any reason and by any party in accordance with its terms.

Effective Date means 25 March 2024.

Extraordinary Resolution has the meaning given in the Resolution Provisions.

Fixed Coupon means, in relation to any Note, an amount of interest payable in accordance with clause 2.2 ("Fixed Coupons").

Housing Agreement has the meaning given under the Implementation Agreement.

Housing Provider means each community housing provider that enters into a Housing Agreement.

Implementation Agreement means the implementation agreement dated 14 June 2023 between the Issuer and the State, as amended and restated pursuant to an Amending Deed dated 13 March 2024.

Independent Financial Institution means an independent financial institution selected and appointed by the Issuer in good faith.

Initial Transfer Period means, for any Tranche 1 Note, the period commencing on (and including) the Issue Date for that Tranche 1 Note up to (and including) the Issue Date for Tranche 2 Notes.

Issue Date means, for any Note, the date so specified in the Note Issue Supplement for that Note.

Issuer means SVA Nominees Pty Ltd (ACN 616 235 753) in its capacity as trustee for the Trust.

Machinery of Government Change means a transfer of responsibility, function or operations, in whole or in part, from a Victorian Government department or agency or Victorian Government Body to another Victorian Government department or agency or Victorian Government Body.

Management Deed means the Master Management Deed (SVA Impact Investments) dated 9 January 2017 between SVA Nominees Pty Ltd (ACN 616 235 753) and the Trust Manager, as amended from time to time including pursuant to an Amending Deed dated 6 June 2019.

Note Issue Supplement means, for any Tranche of Notes, the confirmation of the final terms for those Notes, substantially in the form set out in schedule 2 ("Form of Note Issue Supplement"), relating to the issue of those Notes and which has been confirmed by the Issuer.

Note Proportion means, at any time, the proportion that the Principal Amount of a Note bears to the total Principal Amount of all Notes then on issue.

Noteholder means, in respect of a Note, each person whose name is entered in the Register as the holder of that Note.

Noteholder Proportion means, at any time, the proportion that the aggregate Principal Amount of a Noteholder's Notes bears to the total Principal Amount of all Notes then on issue.

Notes means the Arc Social Impact Bonds, being debt obligations issued or to be issued by the Issuer under this document made up of two Tranches (as the Tranche 1 Notes and the Tranche 2 Notes).

Ordinary Resolution has the meaning given to that term in the Resolution Provisions.

Payment Date means, in respect of a payment on a Note, the date on which that payment is due to be made in accordance with the Conditions for that Note.

Performance Coupon means, in relation to any Note, such amount (if any) as becomes payable in accordance with clause 2.3 ("Performance Coupons").

Plan Big Scenario has the meaning given in, and will apply in accordance with, the Implementation Agreement.

Prescribed Rate has the meaning given to that term in the Implementation Agreement.

Principal Amount means the outstanding principal value of a Note recorded in the Register.

Program Documents means:

- (a) the Implementation Agreement; and
- (b) the Services Subcontract; and
- (c) the Housing Agreements.

Purchase Deed means the Arc SIB Purchase Deed dated 15 June 2023 as amended by the amending deed dated 25 March 2024 as entered into between the Issuer, the Trust Manager and each initial subscriber of the Notes.

Record Date means the 8th day before the related Payment Date.

Redeemable Trust Assets means, at any time:

- (a) the aggregate amount of Trust Assets,
less the aggregate of:
- (b) the maximum prospective amount of all service fees payable by the Issuer under the terms of the Service Subcontract and the Management Deed at any time up to the Scheduled Maturity Date, or the Early Redemption Date if one has occurred;
- (c) an appropriate allowance for future amounts payable under the Housing Agreements (such allowance to reflect current and expected participant numbers, housing supply and associated costs); and
- (d) an appropriate allowance for future debts and liabilities of the Trust and the Issuer (including, without limitation, the costs, charges and expenses of the Trust that are or may be payable at any time up to the winding up of the Trust),

subject to the Redeemable Trust Assets not being less than zero.

Register means the register of holders of Notes established and maintained by the Registrar.

Registrar means, initially, One Registry Services Pty Limited (ABN 69 141 757 360) or such other person as the Issuer may appoint from time to time under the Registry Agreement to maintain the Register.

Registry Agreement means the agreement between the Issuer and the Registrar in relation to the establishment and maintenance of a Register (and/or the performance of any payment or other duties) for the Notes.

Resolution Provisions has the meaning given to that term in clause 7 (“Resolution Provisions”).

Review means any of the reviews described in clause 13 of the Implementation Agreement.

Scheduled Maturity Date means 30 June 2030.

Services Subcontract has the meaning given under the Implementation Agreement and entered into between the Issuer and Vacro.

Specified Email Address means arcsib@socialventures.com.au, or any other email address notified to Noteholders from time to time.

Specified Office means the Issuer’s office located at Level 5, 309 Kent Street, Sydney NSW 2000 (Attention: Operations Manager/CFO, or any other address notified to Noteholders from time to time).

State means the State of Victoria, acting through the Victorian Department of Families, Fairness and Housing.

Stay Small Scenario has the meaning given in, and will apply in accordance with, the Implementation Agreement.

Tax Authority means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official, having power to tax to which the Issuer becomes subject in respect of payments made by it of principal or interest in respect of the Notes.

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any

Tax Authority together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the net income of a Noteholder.

Termination Date means the date the Implementation Agreement is terminated in accordance with its terms (if such a termination occurs).

Termination Payment has the meaning given under the Implementation Agreement.

Tranche means an issue of Notes issued on the same issue date and on the same Conditions.

Tranche 1 Notes means the first Tranche of Notes to be issued by the Issuer.

Tranche 2 Notes means the second Tranche of Notes to be issued by the Issuer.

Tranche 2 Notes Subscription Undertaking means, in respect of a Tranche 1 Note and during the Initial Transfer Period, the obligations of Noteholder relating to its subscription of a corresponding Tranche 2 Note as set out in clause 3 (“Tranche 2 Notes Subscription Undertaking”) of the Purchase Deed.

Transfer and Acceptance Form means a transfer instrument substantially in the form set out as schedule 3 (“Form of Transfer and Acceptance”) to this document or in such other form as the Issuer may (in its discretion) accept from time to time.

Trust means the Arc SIB Trust (ABN 39 880 516 089), as constituted by the Trust Deed.

Trust Assets means all the Issuer’s rights, property and undertaking which are the subject of the Trust (a) of whatever kind and wherever situated, and (b) whether present or future.

Trust Deed means the Master Trust Deed (SVA Impact Investments) dated 9 January 2017 between SVA Nominees Pty Ltd (ACN 616 235 753), Social Ventures Australia Limited (ACN 100 487 572) and the Settlor named therein, together with the Notice of Creation of Trust dated 16 August 2022 made by the Issuer.

Trust Manager means Social Ventures Australia Limited (ACN 100 487 572) in its capacity as manager of the Trust.

Vacro means Vacro (ABN 47 004 426 162).

Victorian Government Body means any of:

- (a) a body corporate or an unincorporated body established or constituted for a public purpose by the State of Victoria under legislation, or an instrument made under that legislation (including a local authority);
- (b) a body established by the State of Victoria through the Governor or a minister; or
- (c) an incorporated or unincorporated body over which the State exercises control.

13.4 General interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears in this document, the following applies:

- (a) the singular includes the plural and vice versa;

- (b) a reference to a document or an agreement (including this document) includes the document or agreement as varied, novated, supplemented, extended, replaced or restated;
- (c) the meaning of general words is not limited by specific examples introduced by “**including**”, “**for example**” or “**such as**” or similar expressions;
- (d) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (e) the word “**person**” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (f) a reference to a “**day**” is to a calendar day;
- (g) a reference to a time of day is a reference to Sydney time;
- (h) a reference to “**dollars**”, “**\$**” or “**A\$**” is a reference to the currency of Australia;
- (i) a reference to the word “**law**” includes common law, principles of equity and legislation (including regulations);
- (j) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (k) a reference to the word “**regulations**” includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (l) a “**directive**” includes a treaty, official directive, request, regulation, guideline or policy (whether or not in any case having the force of law) with which responsible participants in the relevant market generally comply;
- (m) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;
- (n) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- (o) a reference to any thing (including an amount) is a reference to the whole and each part of it;
- (p) a reference to accounting standards is a reference to accounting standards, principles and practices generally accepted in the relevant place, consistently applied; and
- (q) a reference to an accounting term in an accounting context is a reference to that term as it is used in relevant accounting standards.

13.5 Calculation of periods of time

If:

- (a) a notice must be given within a certain period of days;
- (b) a certain number of days’ notice must be given; or
- (c) any other matter must take place within a certain number of days,

the day on which the notice is given or action taken, and the day on which the meeting is to be held or other action taken, are not to be counted in calculating that period.

13.6 Electronic execution

- (a) To the extent permitted by law, this document may be signed electronically, including by using software or a platform for the electronic execution of contracts.
- (b) A print out of the executed document once signed electronically, will be an executed original of this document.
- (c) A party that signs this document electronically represents and warrants that it or anyone signing on its behalf:
 - (i) has been duly authorised to enter into and execute this document electronically and to create obligations that are valid and binding obligations on the party;
 - (ii) has affixed their own electronic signature; and
 - (iii) holds the position or title indicated under their electronic signature.

EXECUTED as a deed poll

Schedule 1 – Resolution Provisions

The following are the Resolution Provisions and which will apply to meetings and resolutions of Noteholders and are applicable to the passing of resolutions by them.

1 Interpretation

1.1 Definitions

These meanings apply unless the contrary intention appears:

Circulating Resolution means a written resolution of Noteholders made in accordance with paragraph 5 (“Circulating Resolutions”).

Extraordinary Resolution means a resolution made in writing by Noteholders in accordance with paragraph 5 (“Circulating Resolutions”).

Notification Date means the date stated in the copies of a Circulating Resolution sent to Noteholders, which must be no later than the date on which that resolution is first notified to Noteholders.

Ordinary Resolution means a resolution made in writing by Noteholders in accordance with paragraph 5 (“Circulating Resolutions”).

1.2 Noteholders at a specified time

The time and date for determining the identity of a Noteholder who may be counted for the purposes of signing a Circulating Resolution is at 5.00 pm in the place where the Register is maintained on the date which is 7 days before the Notification Date.

1.3 Excluded Notes

In determining whether the provisions relating to the passing of resolutions are valid and effective, any Note that is held by Vacro, the Issuer or by any person on the Issuer’s behalf shall be disregarded.

2 Matters requiring an Extraordinary Resolution

The following matters require the consent of an Extraordinary Resolution of Noteholders:

- (a) a variation of a provision of this document, the Conditions, a relevant Note Issue Supplement, the Program Documents or a right created under any of them which is set out in this paragraph 2, except for:
 - (i) a variation which may be made without the consent of Noteholders under clause 8.2 (“Variation without consent”); or
 - (ii) a variation which may be made in accordance with clause 8.3(d) (“Variation of the Program Documents”);
- (b) any proposal for any compromise or arrangement to be made between the Issuer and the Noteholders;
- (c) any proposal for any abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders against the Issuer, whether those rights arise under this document, the Conditions, the relevant Note Issue Supplement or otherwise;
- (d) a reduction or cancellation of an amount payable, or a delay in payment in respect of the Notes (other than where the reduction, cancellation or delay is

expressly provided for in the Conditions or where the modification increases the amount payable);

- (e) a waiver of any breach or other non-performance of obligations by the Issuer in connection with this document, the Conditions, a relevant Note Issue Supplement or an authorisation of any proposed breach or non-performance;
- (f) the authorisation of any person to do anything necessary to give effect to an Extraordinary Resolution;
- (g) the exercise of any right, power or discretion under this document, the Conditions or the Note Issue Supplement that expressly requires an Extraordinary Resolution;
- (h) the appointment of any committee (which need not consist of Noteholders) to represent the interests of the Noteholders and the conferring on the committee of any rights, powers or discretions which the Noteholders may exercise by an Extraordinary Resolution;
- (i) the exchange or sale of the Notes for, or the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, Notes, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other entity formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, Notes, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash which is not expressly permitted under the Conditions;
- (j) an alteration of the currency in which payments under the Notes are to be made;
- (k) an alteration of the classification of matters that require an Extraordinary Resolution of Noteholders.

3 Matters requiring an Ordinary Resolution

The Noteholders have the power exercisable by Ordinary Resolution to do anything for which an Extraordinary Resolution is not required.

4 Effect and notice of resolution

4.1 Resolutions are binding

A resolution passed by a Circulating Resolution duly sent and signed in accordance with these provisions is binding on all Noteholders, whether or not they signed the Circulating Resolution.

4.2 Notice of resolutions

The Issuer must give notice to the Noteholders and the Registrar of the passing of a resolution within 14 days of the result being known. However, a failure to do so does not invalidate the resolution.

5 Circulating Resolutions

- (a) The Noteholders may:
 - (i) pass an Ordinary Resolution if, within one month after the Notification Date, Noteholders representing not less than 50% of the Principal Amount of outstanding Notes as at the

Notification Date sign a document stating that they are in favour of the resolution set out in that document; or

- (ii) pass an Extraordinary Resolution if, within one month after the Notification Date, Noteholders representing not less than 75% of the Principal Amount of outstanding Notes as at the Notification Date sign a document containing a statement that they are in favour of the resolution set out in that document.
- (b) Separate copies of a document may be used for signing by Noteholders if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last relevant Noteholder signs it.
- (d) The accidental omission to give a copy of a Circulating Resolution to, or the non-receipt of a copy by, any Noteholder does not invalidate the Circulating Resolution.

6 Records

The Issuer must keep records of Circulating Resolutions, and must ensure that Circulating Resolutions are signed by or on behalf of the Issuer. A Circulating Resolution that is recorded and signed in accordance with these provisions is, unless the contrary is proved, conclusive evidence:

- (a) of the matters contained in it;
- (b) that copies of the proposed Circulating Resolution have been duly sent and signed; and
- (c) that all resolutions have been duly passed.

7 Further procedures

The Issuer may prescribe further regulations for the passing of resolutions and the holding of and attendance and voting at meetings as are necessary or desirable and do not adversely affect the interests of the Noteholders.

Schedule 2 – Form of Note Issue Supplement

The following is the form of the Note Issue Supplement referred to in the Conditions, the Arc SIB Deed Poll and the Purchase Deed.

Note Issue Supplement

dated [●]

Arc Social Impact Bonds, Tranche 1 A\$[2,250,000] and Tranche 2 A\$[6,750,000] (Plan Big Scenario) or A\$[3,258,000] (Stay Small Scenario) (“Tranche [1 / 2] Notes”)

This Note Issue Supplement (as referred to in the Arc SIB Deed Poll dated 15 June 2023, as amended on the Effective Date (“**SIB Deed Poll**”) and the Purchase Deed) relates to the Tranche [1/2] Notes. Unless otherwise indicated, terms and expressions defined in the SIB Deed Poll have the same meaning when used in this Note Issue Supplement.

This Note Issue Supplement is supplementary to, and should be read in conjunction with (1) the SIB Deed Poll, which forms part of the Conditions of the Notes (which this Note Issue Supplement also completes and forms a part), (2) the Information Memorandum dated 21 June 2023, as updated on 25 March 2024 relating to the Notes, and (3) the Trust Deed (which this Note Issue Supplement modifies as set out in part 2 (*Trust Deed*) of this document below).

This Note Issue Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Instruments or the distribution of this Note Issue Supplement in any jurisdiction where such action is required.

Part 1 Instrument Terms	
Issuer	SVA Nominees Pty Ltd (ACN 616 235 753) as trustee for the Arc SIB Trust (ABN 39 880 516 089)
Notes	Arc Social Impact Bonds, Tranche 1 / Arc Social Impact Bonds, Tranche 2
Aggregate principal amount of Tranche [1/2] Notes to be issued	Plan Big Scenario: A[\$2,250,000/\$6,750,000] Stay Small Scenario: A[\$2,250,000/\$3,258,000]
Issue Date	[●]
Conditions precedent	The obligation of the Issuer to issue the Notes on the Issue Date is subject to the Trust Manager confirming to the Issuer that the conditions precedent set out in clause 4.2 (“Conditions to each issue of the Notes”) of the Purchase Deed have been satisfied.
Part 2 Trust Deed	
Trust Deed confirmations and variations	For the purposes of the Trust Deed and each other Trust Document (as defined in the Trust Deed) for the Trust: <ol style="list-style-type: none">(1) this Note Issue Supplement is an “Issue Supplement”;(2) the Notes are “Instruments”; and(3) the “Instrument Constituent Documents” for the Notes comprise the SIB Deed Poll and this Note Issue Supplement, and, for the purpose of clause 18.2 (“Variation of this document”) of the Trust Deed, the following provisions apply: <ol style="list-style-type: none">(4) the Issuer must only issue Notes on the Issue Date in accordance with the Trust Manager’s directions;(5) the “Trust Documents” include (1) the Implementation Agreement, (2) the Services Subcontract, (3) each of the Housing Agreements and (4) the Purchase Deed; and(6) the “Trust Expenses Amount” is:<ol style="list-style-type: none">(1) \$160,000 (plus GST) per annum, indexed at 3.6% per annum on each 1 July from 1 July 2024, payable in quarterly instalments and in advance on each Trust Expenses Distribution Date; plus(2) \$250,000 (plus GST) in respect of the establishment fee payable to the Trust Manager for intermediary services and payable within 10 Business Days of the Issue Date of the Tranche 1 Notes; plus(3) an amount (plus GST) which reflects the legal fees reasonably incurred by the Trust Manager and Vacro in connection with

entering into the Trust Documents and Instrument Constituent Documents, payable within 10 Business Days of the Issue Date of the Tranche 1 Notes; plus

(4) \$80,000 (plus GST), indexed at 3.6% per annum on each 1 July from 1 July 2024, payable in the event of early termination of the Implementation Agreement; and

(7) "Trust Expenses Distribution Date" means 1 October, 1 January and 1 April and 1 July in each year commencing on 1 April 2024 up to (but excluding) the Scheduled Maturity Date for the Notes.

In addition, clause 14 ("Indemnity and limitation of liability") of the Trust Deed applies to this Note Issue Supplement as though it was set out in this document in full, with any necessary amendments to clause references and references to applicable documents and parties.

Confirmed by

Issuer

EXECUTED by SVA NOMINEES PTY LTD)
AS TRUSTEE FOR THE ARC SIB TRUST)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by authority of)
its directors:)

.....)
Signature of director)

.....)
Name of director (block letters))

.....)
Signature of director/company secretary)

.....)
Name of director/company secretary (block)
letters))

Schedule 3 – Form of Transfer and Acceptance

The following is the form of the Transfer and Acceptance Form referred to in clause 4.4 (“Transfer procedures”).

Transfer and Acceptance

To: **[Registrar] (the “Registrar”)**
Transferor [insert name, ABN (if applicable) and address]
(Seller)
(Full name, ABN (if applicable) & address)

assigns and transfers to

Transferee [insert name, ABN (if applicable) and address]
(Buyer)
(Full name, ABN (if applicable) & address)

all of the Transferor’s property in the following Notes and all accrued interest and other amounts owing (including contingently owing) thereon:

Arc Social Impact Bonds issued by SVA Nominees Pty Ltd (ACN 616 235 753) as trustee for the Arc SIB Trust (ABN 39 880 516 089)

Number of Notes: [insert (number and words)]
Principal amount: A\$[insert (number and words)]
Settlement amount: A\$[insert (number and words)]

TRANSFEROR [insert applicable execution block] Date: [insert]
By: (see attached notes)

TRANSFEEE [insert applicable execution block] Date: [insert]
By: (see attached notes)

Transferee’s payment details:

Please make payments in respect of the abovementioned Notes as follows:

Tick / complete where appropriate	<input type="checkbox"/>	In accordance with existing instructions (existing Noteholders only)
	<input type="checkbox"/>	Credit the following account: Name of account: Name of Financial Institution: Branch: BSB: Account No.:

The Transferee’s Australian tax file number is: [insert tax file number]

Transferee's acknowledgment and agreements:

By executing this Transfer and Acceptance:

- (a) the Transferor and the Transferee acknowledge that the transfer of the Notes specified in this Transfer and Acceptance ("**Relevant Notes**") shall only take effect on the entry of the Transferee's name in the Register of Noteholders as the registered owner of the Relevant Notes;
- (b) the Transferee agrees to accept the Relevant Notes subject to the provisions of the Arc SIB Deed Poll dated 15 June 2023, as amended by the amending deed poll dated 25 March 2024 and from time to time (the "**SIB Deed Poll**") and the Conditions (as defined in the SIB Deed Poll) of the Relevant Notes;
- (c) the Transferee agrees to, take transfer of the Transferor's rights and obligations under, and be bound the terms and conditions set out under clause 3 ("Tranche 2 Notes Subscription Undertaking") of the Purchase Deed (a copy of which it has received) (and the provisions of this paragraph take effect as a deed poll executed by the Transferee in favour of the Transferor, the Issuer and the Trust Manager);
- (d) the Transferee acknowledges that it has independently and without reliance on the Issuer or any other person (including without reliance on any materials prepared or distributed by any of the foregoing) made its own assessment and investigations regarding its investment in the Relevant Notes; and
- (e) the Transferee acknowledges and agrees that:
 - (i) the holding of any Notes is subject to investment risk, including possible delays in payment and loss of income and principal invested;
 - (ii) it is a person to whom Notes are able to be offered for sale and transferred in accordance with the transfer restrictions set out in the Conditions of the Notes;
 - (iii) the Issuer does not in any way stand behind the capital value and/or performance of the Notes; and
 - (iv) the Issuer's liability to make payments in respect of the Notes is limited to its right of indemnity pursuant to the Instrument Constituent Documents.

Notes:

- *Where the Transferor and/or the Transferee is a trustee, this Transfer and Acceptance must be completed in the name of the trustee and signed by the trustee without reference to the trust.*
- *Where this Transfer and Acceptance is executed by a corporation, it must be executed either in accordance with section 127 of the Corporations Act or under common seal or under power of attorney.*
- *If this Transfer and Acceptance is signed under a power of attorney, the attorney hereby certifies that it has not received notice of revocation of that power of attorney. A certified copy of the power of attorney must be lodged with this Transfer and Acceptance.*
- *This Transfer and Acceptance must be duly completed, signed and lodged with the Registrar for registration.*
- *The Registrar is only required to register transfers of the Notes in accordance with the Conditions and a transfer that is purportedly made while the Register is closed may be void.*

Signing page

Issuer

**SIGNED, SEALED AND DELIVERED as a)
DEED POLL by SVA NOMINEES PTY LTD)
AS TRUSTEE FOR THE ARC SIB TRUST)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by authority of)
its directors:)**

.....)
Signature of director)

.....)
Name of director (block letters))

.....
Signature of director/company secretary

.....
Name of director/company secretary (block letters)

Arc SIB Purchase Deed

Arc SIB Purchase Deed

This deed dated 15 June 2023, as amended on the Effective Date is made between:

SVA Nominees Pty Limited (ACN 616 235 753) as trustee of the Arc SIB Trust (ABN 39 880 516 089) ("**Issuer**");

Social Ventures Australia Limited (ACN 100 487 572) ("**Trust Manager**") as manager of the Arc SIB Trust (ABN 39 880 516 089);

and

each person from time to time who submits an Application Form (each, an "**Investor**").

1 How this document works

This document:

- (a) is comprised of this Purchase Deed together with the Application Form (which is incorporated by, and forms part of, this Purchase Deed);
- (b) is a separate and distinct contract as between the Issuer, the Trust Manager and each Investor which comes into effect upon the Investor having made an Application in the manner set out in clause 2.1 ("Making an Application"); and
- (c) takes effect as a deed upon delivery by the Investor of the Application Form, in the following manner:
 - (i) on and from the Application Submission Date, all provisions of this document, other than clause 3 ("Tranche 2 Notes Subscription Undertaking"), clause 4 ("Subscription and issue") and clause 5(b) ("Copies of documents"), come into full force and effect; and
 - (ii) on and from the Application Acceptance Date, all provisions of this document come into full force and effect,

in each case, without further action being taken by the Investor and shall apply up until termination of this document in accordance with its terms.

2 Applications and acceptance

2.1 Making an Application

- (a) An Eligible Investor may make an application to subscribe for and purchase Notes by:
 - (i) submitting a duly completed and executed Application Form; and
 - (ii) making payment of the Application Payment in immediately available funds,

in each case, in accordance with the terms and conditions set out in this document and in the Information Memorandum (such an application validly made, an "**Application**").

- (b) An Application:
 - (i) may only be made for the subscription and purchase of at least the Minimum Subscription Amount, and in multiples of \$1,000 in principal amount above that amount; and

- (ii) is irrevocable and cannot be withdrawn by the applicant, except as permitted under the Corporations Act.

2.2 Acceptance of Applications

- (a) The Trust Manager has been appointed as the intermediary of the Issuer for the purposes of making offers to potential investors to arrange for the issue, variation or disposal of certain financial products pursuant to section 911A(2)(b) of the Corporations Act.
- (b) Where applicable, the Trust Manager will only arrange for the issue of financial products to the Investor if the Investor's Application is accepted by the Issuer. The Issuer may, in its absolute discretion:
 - (i) accept an Application in whole or in part, including that the Issuer may accept the Application in an amount less than the Minimum Subscription Amount; or
 - (ii) may reject an Application for any reason (and without giving any reason).
- (c) Acceptance of an Application will be evidenced by the Issuer or Trust Manager notifying the Investor of the total number of Notes the subject of the Application that have been allotted for issue to the Investor. The Issuer will also notify each Investor no later than 31 January 2025 whether the Plan Big Scenario or the Stay Small Scenario applies.
- (d) In completing the Application, the Investor is agreeing to accept any offer made by the Trust Manager to arrange for the issue of the Notes (where applicable). Upon acceptance of an Application, the Investor irrevocably undertakes to subscribe for the total allocation of Notes set out in the notice, which shall comprise the Tranche 1 Notes (the "**Allotted Tranche 1 Notes**") and the Tranche 2 Notes (the "**Allotted Tranche 2 Notes**"), with:
 - (i) 3 Allotted Tranche 2 Notes to be issued for each Allotted Tranche 1 Note (if the Plan Big Scenario applies); and
 - (ii) 1.448 Allotted Tranche 2 Notes to be issued for each Allotted Tranche 1 Note (if the Stay Small Scenario applies).

2.3 Rejected applications

An Investor who is:

- (a) not allotted any Notes; or
- (b) allotted fewer Notes than the total number they have applied for,

will have the related amount of their Application Payment refunded (without interest) as soon as practicable after the Issue Date.

3 Tranche 2 Notes Subscription Undertaking

3.1 Tranche 2 subscription amounts

- (a) The Investor agrees to pay the Tranche 2 Purchase Price to the Proceeds Account by no earlier than 9.00 am (Sydney time) on 1 May 2025 and no later than 5.00 pm (Sydney time) on 30 June 2025.

- (b) If the Investor has not, by the latest time specified in clause 3.1(a), paid the full amount of the Tranche 2 Purchase Price to the Proceeds Account, all of the Tranche 1 Notes registered to that Investor will be automatically transferred to the Issuer (or its nominee) at a discounted capital price of 50% of the outstanding principal amount of such Tranche 1 Notes (and without any entitlement to any other compensation, including that no amount of any interest or other amount that has accrued in respect of such Tranche 1 Notes will be paid or payable to the Investor).

3.2 Transfers during the Initial Transfer Period

The Investor acknowledges and agrees that, during the Initial Transfer Period, in addition to the other transfer restrictions set out under the conditions, any Tranche 1 Note held by it may only be transferred if:

- (a) prior to the proposed transfer date for that Tranche 1 Note, the Investor has confirmed to the Issuer in writing that it will continue to be irrevocably bound by the obligations set out in this clause 3 following such transfer of the Tranche 1 Note; or
- (b) the obligations of the Investor under this clause 3 have been validly transferred to:
 - (i) the transferee of the Tranche 1 Note; or
 - (ii) with the prior consent of the Issuer (acting in its absolute discretion), such other person as the Investor nominates,

and such transferee or other person has become irrevocably bound by this clause 3 (as though the transferee or other person were named in this clause 3 as the Investor).

3.3 Indemnity by the Investor

In circumstances where the Investor transfers a Tranche 1 Note, but has given a confirmation set out in clause 3.2(a) ("Transfers during the Initial Transfer Period") in respect of that Note, the Investor agrees to indemnify and hold harmless the Issuer and the Trust Manager and each of their respective officers and employees (in this clause 3.3, together, the "**Indemnified Persons**") against any liability or loss, arising from, and any costs or expenses incurred in connection with, a failure of the Investor to comply with any of its obligations under this clause 3 in respect of that Note. The Investor agrees to pay amounts due under this clause 3.3 promptly following demand from the Issuer. No amount is payable under this clause 3.3 to the extent the liability, loss, cost or expense is due to the fraud, wilful misconduct or gross negligence of the Indemnified Person.

4 Subscription and issue

4.1 Subscription and issue of the Notes

Subject to clause 4.2 ("Conditions to each issue of Notes"), on the relevant Issue Date for a Tranche of Notes:

- (a) the Investor agrees to subscribe for and purchase, and the Issuer agrees to issue and sell, the Allotted Notes at a purchase price equal to the Application Payment for those Allotted Notes in accordance with this document;

- (b) all amounts of the Application Payment for the Allotted Notes held in the Proceeds Account or otherwise shall (without any further action on the part of any person) be paid to the Issuer; and
- (c) the Issuer or Trust Manager shall procure the registration of the Investor in the Register in respect of the Allotted Notes.

4.2 Conditions to each issue of the Notes

The parties acknowledge and agree that:

- (a) the obligations of the Investor to subscribe and purchase the Notes on a relevant Issue Date are subject to there being no known circumstances then subsisting under which the Implementation Agreement may be terminated prior to its scheduled expiry date; and
- (b) the obligations of the Issuer to issue and sell the Notes to the Investor on a relevant Issue Date are subject to:
 - (i) the representations and warranties of the Investor made in this document being true, accurate and correct in all respects;
 - (ii) the Investor having performed all of its obligations under this document that are required to be performed by the relevant Issue Date; and
 - (iii) all conditions precedent under the Implementation Agreement being satisfied other than any condition precedent which will be satisfied contemporaneously on the Issue Date.

4.3 Application Payments

All Application Payments for a Tranche of Notes that are received before the relevant Notes are issued:

- (a) will be held in the Proceeds Account and shall only be dealt with by the Issuer in accordance with this document; and
- (b) do not bear any entitlement to interest or other income (and interest or other income (if any) earned in connection with such amounts prior to their payment to the Issuer or refund to the Investor may be retained by the Issuer or the Registrar).

4.4 Termination

If any of the conditions in clause 4.2 ("Conditions to each issue of the Notes") are not satisfied, or waived by the party in whose favour the condition provides, on or by the Issue Date, that party may terminate this document and will be released from its obligations under it, provided that the parties may (in their absolute discretion) agree that one or more of the conditions set out in clause 4.2 may be satisfied by a later date.

5 Copies of documents

- (a) By submitting an Application Form, the Investor confirms that it has received or obtained from the SVA Website a copy (in physical or electronic form) of each of the following documents:
 - (i) this document;
 - (ii) the Arc SIB Deed Poll; and

- (iii) the Information Memorandum (including all documents incorporated by reference in it).
- (b) The Issuer agrees to make a copy (in electronic form) of each of the following documents available to the Investor:
 - (i) each Note Issue Supplement; and
 - (ii) each supplement to, or amendment or replacement of, any of the documents referred to in clause 5(a),
 in each case, as soon as practicable after its execution or publication date.

6 Investor covenants

6.1 Investor Certification

By completing, executing and submitting the Application Form, the Investor acknowledges and agrees that:

- (a) it makes the Investor Certification specified therein;
- (b) the Investor Certification relates to the provision of financial products and financial services to it by the Issuer and the Trust Manager;
- (c) the Investor Certification is given to the Issuer and the Trust Manager to enable each of them to determine whether they are able to provide financial products and financial services to the Investor in compliance with the Corporations Act;
- (d) any financial products offered or services provided to the Investor by the Issuer and/or the Trust Manager will be made on the basis of the Investor's representations, warranties and undertakings in this document, including under this clause 6.1 and the Investor Certification;
- (e) it has, or as soon as practicable will, supply the applicable supporting evidence specified in the second column of the table in schedule 2 ("Investor Certification") for the relevant Nominated Eligible Investor Category; and
- (f) the Issuer and/or the Trust Manager may require independent verification of the Investor Certification.

6.2 Investor representations and warranties

- (a) The Investor represents and warrants, for the benefit of the Issuer and the Trust Manager, that:
 - (i) it has power to enter into this document and comply with its obligations under it;
 - (ii) no action has been or will be taken by it in relation to Notes that would require a document that includes disclosure to investors for the purposes of Part 6D.2 or 7.9 of the Corporations Act to be lodged with ASIC or any other government agency or authority;
 - (iii) it is a person to whom an offer of the Notes may be made without disclosure to investors under Part 6D.2 or 7.9 of the Corporations Act needing to be made; and
 - (iv) it has read and understood the materials referred to in clause 5(a) ("Copies of documents") and, in particular, it understands

the way in which the payment and repayment of amounts (including principal and interest) under the Notes is calculated and that the quantum of such amounts may vary and the way in which such amounts are determined may be modified, amended or varied, in accordance with the terms of those documents.

- (b) The representations and warranties in this clause 6.2 are taken also to be made (by reference to the then current circumstances) on each date on which the Investor pays any amount of an Application Payment or provides information in accordance with clause 6.3(a) ("Investor undertakings"), (if applicable) on the date on which the Application is accepted by the Issuer and (if the Application is accepted) on each Issue Date.
- (c) The Investor acknowledges that the Issuer and the Trust Manager have entered into this document, and that the Issuer only accepts the Application Form and Application Payments from and shall only issue Notes to the Investor, in reliance on the representations and warranties in this clause 6.2.

6.3 Investor undertakings

The Investor undertakes and agrees:

- (a) upon request, to provide such evidence and information as may be reasonably required by the Issuer and/or the Trust Manager:
 - (i) to demonstrate that the Investor qualifies for its specified Nominated Eligible Investor Category (and Issuer and/or the Trust Manager may from time to time require additional information and evidence of the Investor's continuing classification as a "wholesale client" or a "sophisticated investor" for the purposes of providing the Investor with financial products or financial services);
 - (ii) to verify the identity of the Investor for one or more of the activities or functions of the Issuer or Trust Manager; and/or
 - (iii) for such other lawful purpose as may arise in connection with the Issuer, the Trust Manager or any Notes,

and, in each case, the Investor consents to the use by the Issuer, the Trust Manager, the Registrar or any of their respective Related Entities of such evidence and information for such purposes;

- (b) to notify the Issuer and the Trust Manager as soon as practicable if any of the information it has provided in or pursuant to its Investor Certification ceases to be true, accurate and not misleading;
- (c) to comply with any applicable laws and directives in any jurisdiction in which it subscribes for, purchases, offers, places, sells, re-sells or transfers any Notes; and
- (d) that it will not directly or indirectly offer, place, sell, re-sell or transfer Notes or distribute the Information Memorandum, any Note Issue Supplement or any other offering material in relation to the Notes in any jurisdiction except:

- (i) in accordance with this document and the conditions and restrictions which are set out in the Information Memorandum (including, without limitation, that the Investor must not take any action or do any thing which would result in the Issuer being obliged to lodge a prospectus or other disclosure document (as defined in the Corporations Act) in relation to any Notes with ASIC or any other regulatory body in Australia); and
- (ii) under circumstances that will result in compliance with any applicable law or directive of that jurisdiction without the need for the Issuer or any other person making any additional disclosures or applying for or obtaining additional licences, registrations, authorisations, consents, approvals, lodgements, notifications, filings or any other similar matters from any government, state instrumentality, judicial body or similar body exercising regulatory and public functions.

7 Notices

- (a) All notices, certificates, consents, approvals, waivers and other communications in connection with this document (“**Communications**”) must be in writing, signed by a person duly authorised by the sender and marked for attention as set out or included by the recipient’s Specified Address or the relevant Application Form (as applicable) or, if the recipient has notified otherwise, marked for attention in the way last notified.
- (b) Communications must be sent by email, delivered to the recipient’s Specified Address.
- (c) Communications take effect from the time they are taken to be received unless a later time is specified in them.
- (d) Communications are taken to be received:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) when the sender receives any other proof that the email has been received, whichever happens first.
- (e) Despite any other provision above:
 - (i) if Communications are received after 5.00 pm or on a non-business day in the place of receipt, they are taken to be received at 9.00 am on the next business day in that place; and
 - (ii) either party may send or deliver any Communication in a form other than email if it is required (in its reasonable opinion) to do so to meet a court’s service requirements.

8 General

- (a) Neither the Issuer nor the Trust Manager is a trustee for the benefit of or a partner of, nor does it have a fiduciary duty to or other fiduciary relationship with, the Investor.
- (b) Any indemnity in this document is a continuing obligation independent of a party’s other

obligations under this document and continues after the agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this document.

- (c) To the extent permitted by law, this document prevails to the extent it is inconsistent with any law or directive.
- (d) Time is of the essence in any agreement in respect of an obligation of a party to pay money.
- (e) A provision of this document, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.
- (f) This document may consist of a number of copies, each signed by one or more parties to the agreement. If so, the signed copies are treated as making up the one document.
- (g) To the extent permitted by law, a party may sign this document electronically, including by using software or a platform for the electronic execution of contracts.
- (h) A print out of the executed document once all parties signing electronically have done so, will be an executed original counterpart of this document, irrespective of which party prints it.
- (i) Each party that signs this document electronically represents and warrants that it or anyone signing on its behalf:
 - (i) has been duly authorised to enter into and execute this document electronically and to create obligations that are valid and binding obligations on the party;
 - (ii) has affixed their own electronic signature; and
 - (iii) holds the position or title indicated under their electronic signature.
- (j) Each party agrees not to disclose information provided by any other party that is not publicly available except:
 - (i) to any person in connection with an exercise of rights or a dealing with rights or obligations under this document;
 - (ii) to their respective officers, employees, legal and other advisers and auditors;
 - (iii) to any party to this document or any affiliate of any party to this document, provided the recipient agrees to act consistently with this clause 8(j);
 - (iv) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or
 - (v) as required by any law, directive, regulator or stock exchange.

Each party consents to disclosures made in accordance with this clause 8(j).

- (k) Clause 14 (“Indemnity and limitation of liability”) of the Trust Deed applies to the liability of the Issuer under this document as if it were set out in full in this document with any necessary amendments to

clause references and references to applicable documents and parties.

9 Governing law and jurisdiction

- (a) This document is governed by the law in force in New South Wales, Australia.
- (b) Each party submits irrevocably and unconditionally to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them.
- (c) Without preventing any other method of service, any document in any suit, action or proceedings may be served on a party by being delivered to its Specified Address.

10 Definitions and interpretation

10.1 Definitions

These meanings apply unless the contrary intention appears:

Allotted Notes means, in respect of a particular Issue Date, the Allotted Tranche 1 Notes or the Allotted Tranche 2 Notes, as the context admits.

Allotted Tranche 1 Notes has the meaning given in clause 2.2(d) (“Acceptance of Applications”).

Allotted Tranche 2 Notes has the meaning given in clause 2.2(d) (“Acceptance of Applications”).

Application has the meaning given in clause 2.1 (“Making an Application”).

Application Acceptance Date means the date on which the Issuer accepts the Application in accordance with clause 2.2 (“Acceptance of Applications”).

Application Form means the application form set out in schedule 1 (“Application Form”) (as also replicated in the Information Memorandum) executed by the Investor.

Application Payment means:

- (a) on (and including) the Application Submission Date up to (but excluding) the Application Acceptance Date, the number of Notes specified in the Application Form, multiplied by 25%, and multiplied by the Purchase Price per Note; and
- (b) on and from the Application Acceptance Date, the number of Allotted Tranche 1 Notes multiplied by the Purchase Price per Note.

Application Submission Date means the earlier of:

- (a) the date specified in the Application Form as the date on which it was signed; and
- (b) the date on which the Application Form is actually received by the Issuer.

Arc SIB Deed Poll means the document entitled “Arc SIB Deed Poll” dated 15 June 2023, as amended on the Effective Date.

ASIC means the Australian Securities and Investments Commission.

Communication has the meaning given in clause 7 (“Notices”).

Corporations Act means the *Corporations Act* 2001 (Cth).

Effective Date means 25 March 2024.

Eligible Investor means a person:

- (a) to whom it is lawful to make an offer or invitation to apply for the Notes;
- (b) to whom an offer or invitation for the issue, sale or transfer of the Notes may be made without disclosure under Part 6D.2 or 7.9 of the Corporations Act;
- (c) who is not a “retail client” as defined for the purposes of Chapter 7 of the Corporations Act; and
- (d) who is an Australian resident who is not acquiring an interest in the Notes through a permanent establishment outside Australia.

Implementation Agreement means the implementation agreement dated 14 June 2023 between the Issuer and the State, as amended and restated pursuant to an Amending Deed dated 13 March 2024.

Information Memorandum means the Information Memorandum dated 21 June 2023, as updated on 25 March 2024 and issued in connection with the Notes and all documents incorporated by reference in it, including each Note Issue Supplement and any other updates, amendments or supplements to it, or any replacement of it.

Initial Transfer Period means the period commencing from the Tranche 1 Issue Date up to (and including) the Tranche 2 Issue Date.

Investor means each person from time to time who submits an Application Form and, in respect of the contract comprising this document and a particular Application Form, means each person who submits that Application Form.

Investor Certification means a confirmation by the Investor that it qualifies under any Nominated Eligible Investor Category denoted by it on the Application Form (by marking the appropriate box or by such other clearly identifiable means), together with the confirmations set out for that Nominated Eligible Investor Category in schedule 2 (“Investor Certification”).

Issue Date means the Tranche 1 Issue Date and/or the Tranche 2 Issue Date, as the context admits.

Issuer means SVA Nominees Pty Limited (ACN 616 235 753) as trustee of the Arc SIB Trust (ABN 39 880 516 089).

Minimum Subscription Amount means \$50,000 in aggregate principal amount of the Notes.

Nominated Eligible Investor Category means any category of exempt investor as set out in schedule 2 (“Investor Certification”) that is nominated by the Investor (by marking the appropriate box or by such other clearly identifiable means) under the Application Form.

Notes means the Arc Social Impact Bonds (issued by the Issuer in two Tranches, as the Tranche 1 Notes and the Tranche 2 Notes) constituted under the Arc SIB Deed Poll and to be subscribed for and purchased under this document.

Note Issue Supplement means, for any Tranche of Notes, the issue supplement relating to the issue of any

Notes to be dated on or around the relevant Issue Date and which has been confirmed by the Issuer.

Plan Big Scenario has the meaning given in, and will apply in accordance with, the Implementation Agreement.

Proceeds Account means an account in the name of the Registrar held with an Australian authorised deposit-taking institution, as detailed in the Information Memorandum or such other account as otherwise notified to the Investor by the Issuer or the Trust Manager.

Purchase Price per Note means \$100.

Register means the register of holders of Notes established and maintained by the Registrar.

Registrar means, initially, One Registry Services Pty Limited (ABN 69 141 757 360) or such other person as the Issuer may appoint from time to time to maintain the Register.

Related Entity has the meaning given in the Corporations Act.

Specified Address means:

- (a) for the Issuer and the Trust Manager, arcsib@socialventures.com.au; and
- (b) for the Investor, the email address specified in the Application Form,

however, if the relevant person has notified a changed email address, then references to specified address are to that address.

State means the State of Victoria, acting through the Victorian Department of Families, Fairness and Housing.

Stay Small Scenario has the meaning given in, and will apply in accordance with, the Implementation Agreement.

Subscription Payment means:

- (a) in respect of the Allotted Tranche 1 Notes, the relevant Application Payment; and
- (b) in respect of the Allotted Tranche 2 Notes, the relevant Tranche 2 Purchase Price.

SVA Website means the internet site maintained by Social Ventures Australia Limited (ACN 100 487 572), presently at www.socialventures.com.au, or any replacement of that site.

Tranche means an issue of Notes issued on the same Issue Date and on the same terms and conditions.

Tranche 1 Issue Date means, in respect of a Tranche 1 Note, the date on which that Note is or is to be issued as specified in the applicable Note Issue Supplement.

Tranche 2 Issue Date means, in respect of a Tranche 2 Note, the date on which that Note is or is to be issued as specified in the applicable Note Issue Supplement.

Tranche 1 Notes means the first Tranche of Notes to be issued by the Issuer.

Tranche 2 Notes means the second Tranche of Notes to be issued by the Issuer on or about 1 July 2025.

Tranche 2 Purchase Price means an amount equal to the number of Allotted Tranche 2 Notes multiplied by the Purchase Price per Note.

Trust Deed means the document entitled "Master Trust Deed (SVA Impact Investments)" dated 9 January 2017 executed by SVA Nominees Pty Ltd (ACN 616 235 753) and Social Ventures Australia Limited (ACN 100 487 572) and the Settlor named therein, together with the Notice of Creation of Trust dated 16 August 2022 executed by the Issuer.

Trust Manager means Social Ventures Australia Limited (ACN 100 487 572) as manager of the Arc SIB Trust (ABN 39 880 516 089).

10.2 General interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears in this document, the following applies:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document or an agreement (including this document) includes the document or agreement as varied, novated, supplemented, extended, replaced or restated;
- (c) the meaning of general words is not limited by specific examples introduced by "including", "for example" or "such as" or similar expressions;
- (d) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (e) the word "person" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (f) a reference to a "day" is to a calendar day;
- (g) a reference to a time of day is a reference to Melbourne time;
- (h) a reference to "dollars", "\$" or "A\$" is a reference to the currency of Australia;
- (i) a reference to the word "law" includes common law, principles of equity and legislation (including regulations);
- (j) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (k) a reference to the word "regulations" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (l) a "directive" includes a treaty, official directive, request, regulation, guideline or policy (whether or not in any case having the force of law) with which responsible participants in the relevant market generally comply;
- (m) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;

- (n) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- (o) a reference to any thing (including an amount) is a reference to the whole and each part of it;
- (p) a reference to accounting standards is a reference to accounting standards, principles and practices generally accepted in the relevant place, consistently applied; and
- (q) a reference to an accounting term in an accounting context is a reference to that term as it is used in relevant accounting standards.

EXECUTED as a deed

Schedule 1 – Application Form

Arc Social Impact Bond Application Form

Completed application forms should be emailed to sva@oneregistryservices.com.au or mailed to:

Arc SIB Trust
PO Box R1479
Royal Exchange NSW 1225

STEP 1

Enter the total number of Notes you wish to apply for

I/we apply for:	Price per Note	Application Payment (25% of the number of Notes applied for multiplied by \$100)
Notes	<input type="text" value="\$100"/>	\$.00

Payments are to be made by Electronic Funds Transfer (EFT). Please complete your bank account details on the following page and provide a clear reference for EFT funds below.

Electronic Funds Transfer (EFT)

EFT Reference No.

STEP 2 Applicant name(s) and details

Individual / joint applications – refer to naming standards for correct form of registrable title(s)

Title or company name Given name(s) Surname

ABN (if applicable) Tax File Number

Joint applicant 2

ABN (if applicable) Tax File Number

CORRESPONDENCE DETAILS

For all correspondence relating to the notes, including Annual Reports.

Unit Street number Street name or PO Box

City/Suburb/Town State Postcode

Email

Other email(s)

Turn over to complete the application form

CONTACT DETAILS

Contact name

()

Phone number

Mobile number

ACCOUNT DETAILS FOR PAYMENTS

All applicants must complete this section by providing details of an Australian banking institution. The nominated bank account must be in the name of the applicant.

Bank Name/Institution

BSB

Account number

Account Name

ELIGIBLE INVESTOR CATEGORY

Please mark each that apply to you and attach any required supporting evidence (refer to clause 6.1 (*Investor Certification*) and Schedule 2 (*Investor Certification*) of the Purchase Deed):

The Purchase Deed is available for download at socialventures.com.au/work/arcsib

Application amount exceeds \$500,000

For business use in a large business

Wholesale client/not for business use (please provide current qualified accountant's certificate)

Sophisticated investor (please provide current qualified accountant's certificates)

Company or trust controlled by a person who is a wholesale client/sophisticated investor
(please provide current qualified accountant's certificate)

Australian Financial Services Licensee

Has or controls gross assets of at least \$10 million (evidence required per Schedule 2 of the Purchase Deed)

Trustee of a large superannuation fund (at least \$10 million)

APRA regulated body

Registered financial corporation

Listed entity or related body corporate

Exempt public authority

Body corporate/unincorporated body that carries on a business of investment

Related body corporate of wholesale investor

Additional information (confirming AFS licence no., type of APRA regulated body or category of registered financial corporation, if applicable for the selection made above) can be specified here:

ACCEPTANCE OF THE OFFER

By submitting this Application Form with your Application Payment you:

- declare that this application is completed and lodged according to the Purchase Deed and the declarations/statements in the Purchase Deed;
- confirm that you have read the privacy disclosure as detailed in section 11.11 (**Privacy statement**) of the Information Memorandum which contains important privacy-related information, and acknowledge and agree that your personal information may be collected, held, used and disclosed in accordance with that privacy disclosure;
- represent and warrant that you have read the Purchase Deed and that you acknowledge the matters, make the undertakings, warranties and representations, and agree to the terms and conditions contained in the Purchase Deed (including in this Application Form);
- declare that all details and statements made are complete and accurate;
- declare that each Applicant, if a natural person, is at least 18 years old;
- declare that you are not in the United States or a U.S. Person (for the purposes of US tax regulation or securities laws), nor acting for the account or benefit of any such person;
- represent and warrant that the law of any other place does not prohibit you from being given the Information Memorandum and any supplement or replacement thereof or making an application on this Application Form;
- provide authorisation to be registered as the holder of Notes issued to you and agree to be bound by the Purchase Deed and the Note Conditions;
- apply for the number of Notes set out or determined in accordance with this Application Form and agree to subscribe for and be issued such number of Notes, a lesser number or none;
- acknowledge that the information contained in the Information Memorandum (or any supplement or replacement thereof) is not investment advice or a recommendation that Notes are suitable for you, given your investment objectives, financial situation or particular needs, and that you have relied on your own independent investigation, enquiries and appraisals;
- acknowledge that your application to acquire Notes is irrevocable and may not be varied or withdrawn except as allowed by law; and
- acknowledge that an application may be rejected without giving any reason, including where this Application Form is not properly completed.

Signature of Applicant 1

Name of Applicant 1

Date

Signature of Applicant 2

Name of Applicant 2

Date

Completed application forms should be emailed to sva@oneregistryservices.com.au or mailed to:

Arc SIB Trust
PO Box R1479
Royal Exchange NSW 1225

Application form

Correct Forms of Registrable Titles

Applications must be made in the name(s) of natural persons, companies or other legal entities in accordance with the Corporations Act. At least one full given name and surname is required for each natural person. The name of the beneficial owner or any other registrable name may be included by way of an account designation or completed as described in the correct forms of registrable title(s) below.

Type of Investor	Correct Form of Registration	Incorrect Form of Registration
Individual <ul style="list-style-type: none"> Use given name(s) in full, not initials 	Mr John Alfred Smith	J.A. Smith
Joint <ul style="list-style-type: none"> Use given name(s) in full, not initials 	Mr John Alfred Smith & Mrs Janet Marie Smith	John Alfred & Janet Marie Smith
Company <ul style="list-style-type: none"> Use company title, not abbreviations 	ABC Pty Ltd	ABC P/L ABC Co
Trusts <ul style="list-style-type: none"> Use trustee(s) personal name(s) Do not use the name of the trust 	Ms Penny Smith <Penny Smith Family A/C>	Penny Smith Family Trust
Deceased estates <ul style="list-style-type: none"> Use executor(s) personal name(s) Do not use the name of the deceased 	Mr Michael Smith <Est John Smith A/C>	Estate of Late John Smith
Minor (a person under the age of 18) <ul style="list-style-type: none"> Use the name of a responsible adult with an appropriate designation 	Mr John Alfred Smith <Peter Smith A/C>	Peter Smith
Partnerships <ul style="list-style-type: none"> Use partners' personal name(s) Do not use the name of the partnership 	Mr John Smith & Mr Michael Smith <John Smith & Son A/C>	John Smith & Son
Clubs/Unincorporated Bodies/ Business Names <ul style="list-style-type: none"> Use office bearer(s) personal name(s) Do not use the name of the club etc 	Mrs Janet Smith <ABC Tennis Association A/C>	ABC Tennis Association
Superannuation Funds <ul style="list-style-type: none"> Use the name of the trustee of the fund Do not use the name of the fund 	John Smith Pty Ltd <Super Fund A/C>	John Smith Pty Ltd Superannuation Fund

Schedule 2 – Investor Certification

No.	Eligible Investor Category	Supporting evidence	Certification
1	Minimum amount payable exceeds \$500,000	The price for the provision of the Notes equals or exceeds \$500,000.	By making this nomination the Investor certifies that the price or value of the Notes has been calculated in accordance with (as applicable) Section 708(9) of the Corporations Act and Regulations 7.1.17B - 7.1.26 of the Corporations Regulations. This Section and these Regulations set out how the price or value of a financial product is to be calculated and which amounts are to be disregarded (e.g. amounts paid out of money lent by the Issuer or an associate of the Issuer).
2	For business use in a large business	Evidence confirming that the Investor's business is not a small business (e.g. an official document stating employee numbers).	By making this nomination the Investor certifies that the Notes are provided to the Investor for use in connection with a business that is not a small business. A small business is defined as (1) if the business is, or includes, the manufacture of goods, a business employing less than 100 people, or (2) otherwise, a business employing less than 20 people.
3	Wholesale client/ not for business use (providing a qualified accountant's certificate)	Current qualified accountant's certificate.	By making this nomination the Investor certifies that the Notes (1) are not provided to the Investor for use in connection with a business, and (2) at the time the Notes are provided, the Issuer has been provided with and holds a qualified accountant's certificate given within the preceding 2 years stating that the Investor is a person who either has (A) net assets of at least \$2.5 million (which may include the net assets of a company or trust controlled by the Investor) or (B) a gross income for each of the last 2 financial years of at least \$250,000 (which may include the gross income of a company or trust controlled by the Investor).
4	Sophisticated client/ qualified accountants certificate	Current qualified accountant's certificate.	By making this nomination the Investor certifies that at the time the Notes are provided, the Issuer has been provided with and holds a qualified accountant's certificate given within the preceding 2 years stating that the Investor is a person who either has (A) net assets of at least \$2.5 million (which may include the net assets of a company or trust controlled by the Investor) or (B) a gross income for each of the last 2 financial years of at least \$250,000 (which may include the gross income of a company or trust controlled by the Investor).
5	Company or trust controlled by a person who is a wholesale client	Current qualified accountant's certificate.	By making this nomination the Investor certifies that the Notes are acquired by the Investor, which is a company or trust controlled by a person (" Controlling

No.	Eligible Investor Category	Supporting evidence	Certification
	(providing a qualified accountant's certificate)		Person) in respect of whom, at the time the Notes are provided, the Issuer has been provided with and holds a qualified accountant's certificate given within the preceding 2 years stating that the Controlling Person either has (A) net assets of at least \$2.5 million (which may include the net assets of a company or trust controlled by the Controlling Person), or (B) a gross income for each of the last 2 financial years of at least \$250,000 (which may include the gross income of a company or trust controlled by the Controlling Person).
6	Australian financial services licensee	Licence number (as may be provided under the Application Form).	By making this nomination the Investor certifies that it is the holder of an Australian financial services licence.
7	Has or controls gross assets of at least \$10 million	At least one of the following types of supporting documents to demonstrate that the Investor has or controls gross assets of \$10 million in aggregate (1) current qualified accountant's certificate, (2) if the Investor controls gross assets of at least \$10 million in part because the Investor controls one or more companies (A) financial statements (where available) or a qualified accountant's certificate confirming the value of the assets of such company or companies or such other evidence as agreed with the issuer and (B) evidence of the Investor's control of such company (eg a copy of an official company extract showing the Investor's interest in the company), (3) if the Investor controls gross assets of at least \$10 million in part because the Investor controls one or more trusts (A) financial statements confirming the value of the assets of such trust(s) and (B) evidence of the Investor's control of such trust(s), and/or (4) other supporting documentation as may be available and satisfactory to Issuer, including, but not limited to, the Investor's own financial statements, bank statements, custodian statements, etc.	By making this nomination the Investor certifies that the Investor is a person who has or controls gross assets of at least \$10 million (including any assets held by an associate (as defined by the Corporations Act) or under a trust that the Investor manages).
8	Trustee of a large superannuation fund (at least \$10 million)	Confirmation of the type of fund (e.g. superannuation fund, approved deposit fund, pooled superannuation trust or public sector superannuation scheme) and APRA RSE registration number where available.	By making this nomination the Investor certifies that it is a trustee of a superannuation fund, approved deposit fund, pooled superannuation trust or public sector superannuation scheme, in each case, within the meaning of the Superannuation Industry (Supervision) Act 1993 (Cth) and the fund, trust or scheme has net assets of at least \$10 million.
9	APRA regulated body	Confirmation of the type of APRA regulated body (e.g. ADI or insurance company) (as may be provided under the Application Form).	By making this nomination the Investor certifies that it is a body regulated by the Australian Prudential Regulation Authority and not a trustee of a superannuation fund, approved deposit fund, pooled superannuation trust or public sector superannuation scheme, in each case, within the meaning of the Superannuation Industry (Supervision) Act 1993 (Cth).

No.	Eligible Investor Category	Supporting evidence	Certification
10	Registered financial corporation	Confirmation of the category of registered financial corporation (as may be provided under the Application Form)	By making this nomination the Investor certifies that it is a registered entity within the meaning of the Financial Sector (Collection of Data) Act 2001.
11	Listed entity or related body corporate	Confirmation of name of financial market (e.g. ASX) and (if relevant) provision of evidence of related body corporate status (e.g. extract from financial report of listed entity).	By making this nomination the Investor certifies that it is a listed entity (i.e. an entity included in the official list of a prescribed financial market operated in Australia) or a related body corporate of a listed entity.
12	Exempt public authority	None required.	By making this nomination the Investor certifies that it is a body corporate that is incorporated within Australia or an external Territory and is (1) a public authority, or (2) an instrumentality or agency of the Crown in right of the Commonwealth of Australia, in right of a State or in right of a Territory.
13	Body corporate / unincorporated body that carries on a business of investment	Satisfactory evidence as agreed with the Issuer (e.g. a copy of the Investor's prospectus).	By making this nomination the Investor certifies that it is a body corporate, or an unincorporated body, that (1) carries on a business of investment in financial products, interests in land or other investments, and (2) for those purposes, invests funds received (directly or indirectly) following an offer or invitation to the public, within the meaning of section 82 of the Corporations Act, the terms of which provide for the funds subscribed to be invested for those purposes.
14	Related body corporate of wholesale investor	Satisfactory evidence as agreed with the Issuer (e.g. certification of wholesale investor category and provision of applicable evidence for the relevant body corporate plus evidence of the Investor's related body corporate status).	By making this nomination the Investor certifies that it is a related body corporate of another body corporate who would be a wholesale investor if it acquired the relevant financial product or financial service.

Signing page

Issuer

SIGNED, SEALED AND DELIVERED by)
SVA NOMINEES PTY LTD AS TRUSTEE)
OF THE ARC SIB TRUST in accordance)
with section 127(1) of the Corporations Act)
2001 (Cth) by authority of its directors:)

.....)
Signature of director)

.....)
Name of director (block letters))

.....)
Signature of director/company secretary)

.....)
Name of director/company secretary (block)
letters))

Trust Manager

SIGNED, SEALED AND DELIVERED by)
SOCIAL VENTURES AUSTRALIA)
LIMITED in accordance with section 127(1))
of the Corporations Act 2001 (Cth) by)
authority of its directors:)

.....)
Signature of director)

.....)
Name of director (block letters))

.....)
Signature of director/company secretary)

.....)
Name of director/company secretary (block)
letters))