

NEWPIN QUEENSLAND SOCIAL BENEFIT BOND
Information Memorandum
24 APRIL 2017



IMPORTANT NOTICES

This Information Memorandum (the **IM**) relates to the issue of limited recourse Newpin Queensland Social Benefit Bonds (the **Newpin Qld SBBs** or **Notes**) by SVA Nominees Pty Ltd (ACN 616 235 753) (the **Issuer**) in its capacity as trustee for the Newpin Qld SBB Trust (the **Trust**). The Trust is managed by Social Ventures Australia Limited (ACN 100 487 572, AFSL 428865) (**Trust Manager**, or **SVA**).

Capitalised terms in this IM are defined terms and they are listed in Section 11 (*Glossary*) or defined elsewhere in the IM.

No disclosure to investors

This IM is not a prospectus or product disclosure statement for the purposes of the Corporations Act. Neither this IM nor any other disclosure document in relation to the Notes has been, or will be, lodged with ASIC. The offering of the Notes has not been, nor will be, examined or approved by ASIC.

The Issuer has been appointed as an authorised representative of the Trust Manager.

The Notes are only being offered for issue to Australian residents who are not acquiring interests in the Notes through a permanent establishment outside Australia and in circumstances where disclosure to investors is not required to be made under Part 6D.2 or 7.9 of the Corporations Act.

The distribution and use of this IM, including any related advertisement or other offering material, and the offer or sale of Notes may be restricted by law and intending purchasers and other investors should inform themselves about and observe any such restrictions. In particular, no action has been taken by any Relevant Party which would permit a general public offering of any Notes or distribution of this IM in any jurisdiction.

A person may not (directly or indirectly) offer for issue, subscription or sale or issue an invitation to subscribe for or purchase any Notes, nor distribute or publish this IM or any other offering material or advertisement relating to the Notes except if the offer or invitation complies with all applicable laws and directives.

Responsibility

The information contained in this IM has been prepared by the Issuer.

Other than the statements set out in Section 1.1 (*Key Terms: Entities and Contracts*), specifically 'Newpin Qld SBB objectives', 'Newpin Program or Program' and 'UCQ'; Section 4.1 (*Social context*); Section 4.2 (*Newpin Program background*); Section 4.3 (*Newpin Program details*) with the exception of any information cited from other sources; Section 4.5 (*Program management*); Section 5.3 (*UnitingCare Queensland*); Section 5.4 (*Key UnitingCare Queensland personnel*) and the Appendix (*UnitingCare Queensland Summary Financial Statements*) having been provided to the Issuer by UnitingCare Queensland, UnitingCare Queensland has not had any role in the preparation of this IM nor has it independently verified the information contained in this IM. Accordingly, to that extent no representation, warranty or undertaking, express or implied, is made, and no responsibility or liability is accepted by UnitingCare Queensland to any investor or prospective investor for the issue of this IM, including as to the accuracy, authenticity, origin, validity or completeness of, or any errors, or omissions from, or any information or statement contained in this IM.

Other than the statements set out in Section 2.1 (*Queensland Government SBB pilot program*) having been provided to the Issuer by Queensland Treasury, the State has not had any role in the preparation of this IM nor has it independently verified the information contained in this IM. Accordingly, no representation, warranty or undertaking, express or implied, is made, and no responsibility or liability is accepted by the State for the issue of this IM, including as to the accuracy, authenticity, origin, validity or completeness of, or any errors, or omissions from, or any information or statement contained in this IM.

Neither the State nor UnitingCare Queensland guarantee the performance of any Notes, the interest rate, the return of capital to investors, any particular rate of return or any taxation consequences of any investment made in any Notes. Prospective investors are strongly advised to conduct their own due diligence prior to investing.

Intending purchasers to make independent investment decision and obtain professional advice

This IM contains only summary information of a general nature only concerning the Issuer, the Newpin Program and the Notes. It should be read in conjunction with the documents which are expressed to be incorporated by reference in it, in particular the SBB Deed Poll and the Purchase Deed. The information contained in this IM is not intended to provide the basis of any credit or other evaluation in respect of the Issuer or any Notes and should not be considered or relied on as a recommendation or a statement of opinion (or a report of either of those things) by any Relevant Party that any recipient of this IM should subscribe for, purchase or otherwise deal in any Notes or any rights in respect of any Notes. An investment in the Notes is subject to risks including loss or delay in the repayment or payment of principal and coupons (please refer to Section 8 (*Risk Factors*) for more information).

This IM does not describe all of the risks of an investment in any Notes or the exercise of any rights in connection with them. Prospective investors should consult their own professional advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

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FOREWORD

Dear Investor,

Thank you for considering an investment in the Newpin Queensland Social Benefit Bond (**Newpin Qld SBB**). The Newpin Qld SBB is Queensland's first social impact bond (**SIB**), and follows in the footsteps of the NSW Newpin SBB, Australia's first ever SIB, which was launched by the NSW Government in 2013.

The Newpin Qld SBB provides investors with an opportunity to generate a competitive financial return whilst creating a lasting difference in the lives of vulnerable children and families across Queensland. As an investor, you will be funding the establishment and operation of the Newpin Program in Queensland which aims to safely reunify children in out-of-home care with their families. The Program will be run by UnitingCare Queensland (**UCQ**), one of Australia's largest providers of community services.

The model of the Newpin Program is based on that underpinning the NSW Newpin SBB, which has now been run by Uniting in NSW for over five years. It is an 18 month centre-based program that has been designed to strengthen family engagement, and has an established track record in successfully ensuring that more children are able to live safely with their parents.

In Queensland, the Newpin Program will be focused on working with Aboriginal and Torres Strait Islander peoples (referred to throughout this Information Memorandum as First Australians). It is anticipated that around 200 families, the majority being First Australians, will be referred to the Program over a five-year period. Each of these families will have at least one child of pre-school age, and collectively it is expected that the Program will support around 560 children who are in out-of-home care at the time they commence the Program.

The Newpin Program is expected to generate positive outcomes for the children, their families and the community. It is estimated that around two and a half times more children will be reunited with their families than would occur in the absence of the Program. Payments will be made to UCQ by the State based on the incremental number of children successfully reunited. The level of these payments will be reflected in the investment returns generated by the Newpin Qld SBB.

If the Newpin Program delivers the targeted outcome agreed by the State, SVA and UCQ, overall investor returns are expected to be approximately 7.5% per annum.

The alignment of outcomes and service delivery through the SIB structure creates a genuine high impact investment opportunity. I encourage you to read this Information Memorandum in its entirety in order to understand all the potential benefits and risks of the Newpin Qld SBB.



A handwritten signature in black ink, appearing to read 'Rob Koczkar'.

Rob Koczkar
CEO Social Ventures Australia

1. KEY TERMS AND DATES

Important Note: The table below provides a summary only of the key terms of the Newpin Qld SBB and related contractual arrangements. You should read this IM (including any document incorporated by reference, in particular the SBB Deed Poll and the Purchase Deed) in full prior to deciding to invest in any Notes.

1.1 Key Terms: Entities and Contracts

Key Terms	Descriptions
Newpin Qld SBBs or Notes	<p>Medium-term notes offered by the Issuer which are direct, unsubordinated and unsecured debt obligations limited in recourse to the assets of the Newpin Qld SBB Trust.</p> <p>The Notes will be issued in registered, uncertificated form on the terms and conditions of the SBB Deed Poll together with the Note Issue Supplement.</p>
Newpin Qld SBB objectives	<p>The proceeds from the issue of the Notes are to be used to create lasting positive change by improving social outcomes for children and families in Queensland, in particular First Australian families with children who have been removed from their parents and are in out-of-home care (OOHC). This social impact is intended to be achieved through funding the delivery of the Newpin Program.</p>
Newpin Program or Program	<p>An intensive therapeutic centre-based program for families with pre-school aged children who are in OOHC. The program aims to safely reunify children with their families.</p>
UCQ	<p>The Uniting Church in Australia Property Trust (Q.) represented by UnitingCare Queensland (ABN 45 414 098 573). UCQ has entered into an agreement with the State to operate the Newpin Program in three locations across Queensland.</p>
State	<p>The State of Queensland, acting through Queensland Treasury (including, where the context admits, all Queensland Government departments and agencies and other State bodies and personnel).</p>
Newpin Qld SBB Trust	<p>A charitable trust established under the Trust Deed for the core purpose of offering the Notes, on-lending the funds raised to UCQ to enable UCQ to establish and operate the Newpin Program, and funding the costs and expenses of the Trust and its administration.</p>
Issuer	<p>SVA Nominees Pty Ltd (ACN 616 235 753), a company incorporated in Victoria that is wholly owned by SVA, in its capacity as trustee of the Newpin Qld SBB Trust. The Issuer is a corporate authorised representative of SVA (AFSL No. 428865).</p>
Trust Manager	<p>Social Ventures Australia Limited (ACN 100 487 572).</p>
Investors	<p>'Wholesale investors' (as described in Section 10.3 (<i>Investor eligibility</i>)) may subscribe for the Notes.</p>
Implementation Agreement	<p>A contract between the State and UCQ dated 31 March 2017 which is the framework agreement for the Newpin Qld SBB arrangement. State Outcome Payments to UCQ under the Implementation Agreement are based upon the number of Incremental Reunifications achieved by the Newpin Program. See Section 6.2 (<i>Implementation Agreement</i>) for details.</p>
Loan Deed	<p>A loan agreement between the Issuer and UCQ dated on or about 18 April 2017 under which the Issuer will advance the proceeds it receives from the issuance of the Notes to UCQ for the purpose of establishing and operating the Newpin Program.</p>

1. KEY TERMS AND DATES (CONT.)

Key Terms	Descriptions
SBB Deed Poll	The Newpin Qld SBB Deed Poll dated on or about 24 April 2017 made by the Issuer in favour of each Noteholder from time to time. The SBB Deed Poll sets out the terms and conditions of the Notes and the obligations of the Issuer in relation to them, and includes the form of the Note Issue Supplement to be made by the Issuer at or around the time of the issue of the Notes.
Purchase Deed	The Newpin Qld SBB Purchase Deed dated on or about 24 April made by the Issuer and the Trust Manager and to be entered into by each Investor purchasing Notes upon acceptance of its Application by the Issuer.
Other Documents	In addition to the above documents, the documentation for the Newpin Qld SBB arrangement also includes (1) the Trust Deed, which establishes the Trust, and (2) the Management Deed, which provides for the management of the Trust by the Trust Manager.

1.2 Key Terms: Implementation Agreement

Key Terms	Descriptions
Intervention Group	Eligible children in the families who have been referred to the Newpin Program. See Section 4.4 (<i>Eligibility and referral</i>) for details.
Incremental Reunifications	The specific measure that will be used to determine the success of the Newpin Program for the purposes of calculating Outcome Payments. Incremental Reunifications are the number of children in the Intervention Group that have been, and continue to be, reunified with their parent(s) 18 months after their referral to the Newpin Program, less the Counterfactual Reunifications.
Counterfactual Reunifications	The number of reunifications that would have been expected in the absence of the Newpin Program, determined with reference to the number of children in the Intervention Group and the Counterfactual Reunification Rate. The initial Counterfactual Reunification Rate of 16.5% was determined through an analysis of the reunification experience of children in the targeted communities.
Outcome Payments	The payments made by the State to UCQ based on the number of Incremental Reunifications (and Deemed Incremental Reunifications, if applicable).
Early Termination	The Implementation Agreement may be terminated prior to its scheduled maturity in various circumstances as further described in Section 6.2 (<i>Implementation Agreement</i>). In the event of an Early Termination, the State will make an Early Termination Payment to UCQ based on the terms of the Implementation Agreement. See Section 7.5 (<i>Payments on Early Termination</i>) for further details.

1. KEY TERMS AND DATES (CONT.)

1.3 Key Terms: Loan Deed and Notes

Key Terms	Descriptions
Aggregate Issue & Subscription Amounts	<p>\$6,000,000 in aggregate face value of the Notes. The denomination of each Note is \$100.</p> <p>Investors must apply to subscribe for a minimum of 500 Notes, i.e. \$50,000.</p> <p>The Aggregate Issue Amount will be equal to the Principal to be loaned to UCQ under the Loan Deed.</p>
Interest Payments under the Loan Deed	<p>Interest Payments will be made by UCQ to the Issuer on each Interest Payment Date under the terms of the Loan Deed.</p> <ul style="list-style-type: none"> On each of Interest Payment Dates 1 to 6, the Interest Payment is determined using a fixed rate of 2% per annum. On Interest Payment Date 7 (30 September 2024), the Performance Interest Payment is calculated as 50% of the aggregate of all payments received by UCQ under the Implementation Agreement in excess of \$20,000,000. <p>See Section 7.2 (<i>Interest Payments under the Loan Deed</i>) for further details.</p>
Coupon Payments to Noteholders	<p>An amount payable within 10 Business Days following each Interest Payment Date, which is determined as each Noteholder's pro rata share (being equal to the ratio of their Subscription Amount to the Aggregate Issue Amount) of the Interest Payment paid by UCQ to the Issuer under the Loan Deed.</p>
Redemption on Maturity	<p>Principal repaid on the Maturity Date by UCQ under the terms of the Loan Deed (the Principal Repayment) will be used by the Issuer to redeem Notes within 10 Business Days of the Maturity Date.</p> <p>The proportion of outstanding Principal repaid by UCQ is calculated as 50% plus 2% for every Incremental Reunification¹ above 50, with a maximum of 100%.</p> <p>Investors should be aware that repayment of the entire Principal by UCQ is not certain. If the Principal Repayment is less than 100% of the Principal, the Subscription Amount that is repaid to Noteholders will be reduced by the same proportion.</p> <p>See Section 7.3 (<i>Maturity Repayment under the Loan Deed</i>) for further details.</p>
Redemption on Early Termination	<p>An early redemption of the Notes must occur within 10 Business Days of an early repayment under the Loan Deed.</p> <p>An early repayment under the Loan Deed will be triggered by either the termination of the Implementation Agreement (for any reason) or termination of the Loan Deed by the Issuer due to an event of default or illegality.</p> <p>The amount payable on any early repayment is dependent upon the nature and timing of the termination trigger. In many scenarios 100% of Principal will be repayable, while in others the proportion repaid is determined by the performance of the Newpin Program.</p> <p>The maximum potential loss of Principal is 12% during the first three years and 50% thereafter.</p> <p>The amount received by the Issuer on early repayment under the Loan Deed will be used to redeem Notes on a pro rata basis.</p> <p>For details of termination triggers and the calculation of Early Repayments see Section 6.2 (<i>Implementation Agreement</i>), Section 6.3 (<i>Loan Deed</i>) and Section 7.5 (<i>Payments on Early Termination</i>).</p>

1. For this purpose, including Deemed Incremental Reunifications.

1. KEY TERMS AND DATES (CONT.)

Key Terms	Descriptions
Limited recourse	<p>The assets available to the Issuer to be applied to the payment or repayment of amounts owing on the Notes are limited to the Trust Assets.</p> <p>Investors should note the limitation of liability of the Issuer and indemnity set out in clause 12.5 (<i>Limited recourse</i>) of the SBB Deed Poll.</p>
Transfers	<p>Investors should note the transfer restrictions for the Notes, including, without limitation, those set out under clause 4 (<i>Title and transfer</i>) of the SBB Deed Poll.</p>
Taxes and stamp duty	<p>The Notes do not provide for any additional amounts to be paid in respect of any withholdings or deductions from amounts payable on the Notes that may be required by law.</p> <p>Investors should obtain their own taxation, stamp duty and other revenue advice regarding an investment in any Notes.</p>
Fees and expenses	<p>Management fees payable to SVA will be paid for by the Trust and reimbursed by UCQ. All other Trust expenses will be paid by SVA out of its management fee. Details of the fees can be found in Section 6.5 (<i>Management Deed</i>).</p>
Investor Reporting	<p>Annual performance and social impact reporting will cover Newpin Program outcomes and payments to Noteholders.</p>
Key Risks	<p>Details concerning certain key risks of investing in the Newpin Qld SBB are set out in Section 8 (<i>Risk factors</i>).</p>

1.4 Key Dates

Milestone	Date
Note applications open	<p>From 24 April 2017 to such date as the Issuer may determine.</p> <p>Applications will close once aggregate subscriptions reach \$6,000,000 or earlier if determined by the Issuer.</p>
Effective Date	<p>Target June 2017</p> <p>The date upon which all Conditions Precedent have been met, including issue of the Notes, and the Implementation Agreement comes into force. The Effective Date could be as late as September 2017 unless otherwise agreed by UCQ and the State.</p>
Financial Close	<p>Target 30 June 2017</p> <p>The date upon which the Loan Deed Principal is drawn down by UCQ.</p>
Subscription Amounts payable	<p>Date of application.</p> <p>Subscription Amounts will be held in a proceeds account until the Notes are issued. If the Implementation Agreement is terminated due to non-fulfilment of Conditions Precedent, the Subscription Amounts (without interest) will be returned to Investors.</p>
Interest Payment Dates	<p>30 September each year from 2018 to 2024</p>
Maturity Date	<p>30 September 2024</p>

2. THE NEWPIN QLD SBB IN CONTEXT

2.1 Queensland Government SBB pilot program

Throughout 2015 and early 2016, the Queensland Government engaged widely with service delivery organisations, potential investors and financial institutions as a Social Benefit Bond pilot program was developed.

In March 2016, Queensland Treasury invited SBB Expressions of Interest in three focus areas:

- reoffending (young people at risk of being held on remand, and women exiting the adult custodial correctional system);
- homelessness (families with young children experiencing significant housing instability, and young people exiting statutory care at risk of homelessness); and
- issues facing Aboriginal and Torres Strait Islander people (at risk of one or more chronic disease, and children in OOHC).

Six proponents were subsequently shortlisted for the Request for Proposal phase, and in October 2016 three were invited to participate in a period of joint development, including UCQ and its partner SVA.



'To address the most pressing social challenges, the Queensland Government is looking at innovative approaches to service delivery.

We believe we can play a catalytic role in developing a social impact investment market in Queensland.

Through our Social Benefit Bonds Pilot Program, we have taken concrete steps to build an environment conducive to accommodating participation in social impact investment initiatives in Queensland.

The real opportunity in social impact investment transactions is that we can make a positive difference for the people in our communities who are most in need.

Working in collaboration with the social service sector, investors and across Government, we can together achieve positive social outcomes which will generate measurable social impact for Queenslanders as well as a fair return on investment for investors'

The Hon Curtis Pitt
Treasurer and Minister for Trade and Investment
Queensland Government

2. THE NEWPIN QLD SBB IN CONTEXT (CONT.)

2.2 Social Impact Bond landscape

Social Impact Bonds (SIBs, also known as social benefit bonds) were pioneered in the UK with the launch of the world's first ever SIB, the OneService (Peterborough) SIB, in 2010. Since that time at least 15 other countries have undertaken their own SIB program. SIBs have been developed to tackle a wide range of social issues including health, child and family welfare, criminal justice, education and early years, workforce participation, housing and homelessness.¹

The development of, and appetite for SIBs in Australia has steadily increased since the launch of NSW Newpin SBB in 2013.

Australian SIB Pipeline

	Program/ Provider	Intermediary/ Financier	State	Area of focus	Size	Year of launch
Service delivery phase	Newpin SBB – Uniting	SVA	NSW	OOHC	\$7m	2013
	Benevolent Society SBB	Westpac & CBA	NSW	OOHC	\$10m	2013
	Aspire SIB – Hutt Street Centre	SVA	SA	Homelessness	\$9m	2017
Capital raise	Newpin Qld SBB – UCQ	SVA	QLD	OOHC	\$6m	2017
	Resolve SBB – Flourish Australia	SVA	NSW	Mental Health	\$7m	2017
Joint development underway	Life Without Barriers	Unknown	QLD	Recidivism	Unknown	Est. 2017
	Churches of Christ	Unknown	QLD	Homelessness (exiting OOHC)		
	Youth Foyer – Uniting & St George Community Housing	SVA	NSW	Homelessness (exiting OOHC)		
	Silver Chain	Unknown	NSW	Chronic Disease		
Joint development yet to commence	TBC	TBC	VIC	Homelessness (exiting OOHC)	Unknown	Est. 2018
			VIC	Drug and Alcohol		
	TBC	TBC	NSW	Early Childhood Education		
			NSW	Youth Unemployment		
			NSW	Adoption from OOHC		

1. Social Finance UK – Social Impact Bonds The Early Years, 2016

2. THE NEWPIN QLD SBB IN CONTEXT (CONT.)

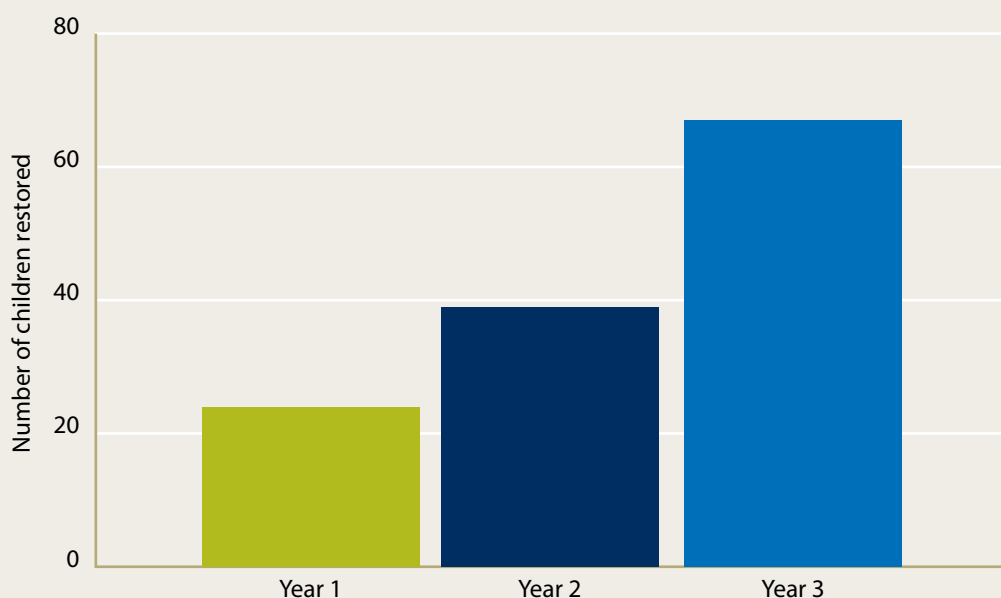
NSW Newpin SBB

SVA raised the capital for Australia's first SIB, the NSW Newpin SBB, with financial close occurring at the end of June 2013. The NSW Newpin SBB will operate for 7.25 years and is currently in its fourth year.

Under this transaction Uniting² entered into a 'payment for outcomes' contract with the NSW Government, with payments made to Uniting based upon the number of children the Newpin program restored to the care of their families, net of the 'counterfactual' restorations. Investor capital (\$7 million) was provided to enable Uniting to maintain and expand the Newpin program in order to deliver outcomes. Investor returns are linked to the performance of the program.

Over the three years to 30 June 2016³, the Newpin SBB successfully restored 130 children to the care of their families. This represents an overall restoration rate of 61%, compared to the counterfactual rate of 25% that applied during the first three years of the SBB. Investors received a return of 12% per annum over the three-year period.

NSW Newpin restorations achieved



The proceeds of the NSW Newpin SBB have enabled Uniting to expand the reach of the Newpin program, and five centres were operational at the end of June 2016. The first new centre to be established under the NSW Newpin SBB was the Wyong centre on the Central Coast. Achieving results from any new centre can take time: first, it is necessary to work closely with partners to ensure a steady flow of appropriate referrals; and secondly, families usually attend the centre for approximately half a year prior to restoration taking place. The Newpin Wyong centre's results have demonstrated that the Newpin program can be successfully replicated in new locations. As at June 2016, 38 children had been restored to Central Coast parents, and the restoration rate for the centre was running at 78%.

Unfortunately, it is a fact that First Australian children are significantly over-represented in the child protection system across Australia. In the NSW Newpin centres nearly 20% of the families are First Australians and the restoration rates for those families are on par with those for non-Indigenous Newpin families.

Please note the past performance of the NSW Newpin SBB is not an indication of the future performance of the Newpin Qld SBB, and while the Newpin Qld SBB is similar, there are key differences in location, cohort and program maturity.

2. The Uniting Church in Australia Property Trust in its capacity as trustee of the assets held on trust for The Uniting Church in Australia that are managed by and under the control of UnitingCare NSW.ACT and as nominee and agent for and on behalf of UnitingCare NSW.ACT.

3. Newpin SBB 2016 Annual Report

3. INVESTMENT OVERVIEW

3.1 Introduction

The Newpin Qld SBB provides investors with the opportunity to be part of the first SIB launched in Queensland. It is also one of only a small number of SIBs in the world that leverage the experience and evidence base built under another SIB by extending a program into a new geography and social context.

First Australian children are nine times more likely to be removed from their parents and placed in OOHC than non-Indigenous children. The objective of the Newpin Qld SBB is to address this situation: proceeds of the bond will be used to fund the establishment of the Newpin model in three locations across Queensland, with a particular focus on First Australian families.

The Newpin Program works intensively to safely return children in OOHC to their families. It supports both parents and children in a collaborative person-centred and respectful way through a combination of formal and informal groups. The therapeutic program is centre-based and families will attend the Program for a minimum of two days per week for up to eighteen months, as part of working towards family reunification. Details of the Program are provided in Section 4 (*Newpin Program details*).

An investment in the Newpin Qld SBB is expected to deliver competitive financial returns to Investors over its term. Performance coupons and the repayment of Subscription Amounts are linked to the Newpin Program performance, which is measured by the number of children reunified with their parent(s) compared to a historical baseline or counterfactual.

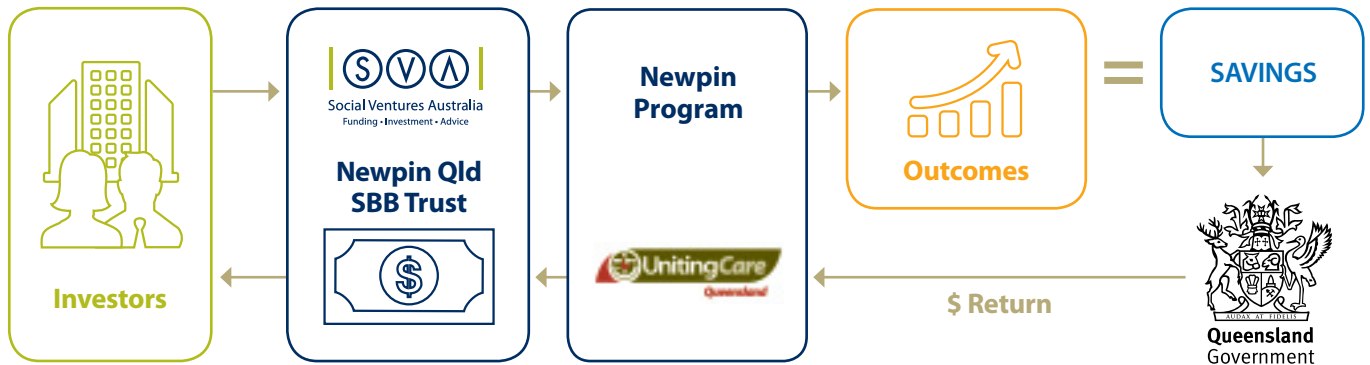
Newpin Qld SBB: Targeted financial and social outcomes

	<ul style="list-style-type: none"> • Three Newpin centres • Target locations Cairns, with other locations to be determined
	<ul style="list-style-type: none"> • Approximately 200 parents with 560 eligible children referred to the Newpin Program over five years • Majority of participating families will be First Australians
	<ul style="list-style-type: none"> • Estimated 230 children reunified with their parent(s) based on a reunification rate of 41.5% • Estimated 140 Incremental Reunifications (above the Counterfactual Reunification Rate of 16.5%) • Collectively, over 1,000 years of OOHC avoided
	<ul style="list-style-type: none"> • Estimated \$58m in State savings generated from reductions in OOHC • Related savings flowing from positive outcomes for participating parents and children • \$26.5m paid to UCQ under the terms of the Implementation Agreement
	<ul style="list-style-type: none"> • \$4.0m coupon payments to Noteholders, comprising \$0.75m fixed coupons and \$3.25m performance coupons • 100% Subscription Amount redemption at Maturity Date • Internal Rate of Return over the 7.25 year term of 7.5% per annum

3. INVESTMENT OVERVIEW (CONT.)

3.2 Structure overview

Illustrative structure of the Newpin Qld SBB



The State has entered into a contract (the Implementation Agreement) with UCQ that will, if successful, reduce future costs to the State through improved social outcomes, in particular through the reduction in the number of children in OOHC.

Payments from the State to UCQ are based upon the expected long term State savings generated by the measured participant outcomes compared with a fixed historical baseline, as agreed between the parties under the Implementation Agreement. Outcome Payments are not made in advance as would generally be the case under traditional grant funding.

In order to fund the Newpin Program prior to the receipt of Outcome Payments from the State, UCQ will borrow \$6 million from the Newpin Qld SBB Trust, which has been created solely for the purpose of this funding arrangement. The terms of the loan are set out in a contract known as the Loan Deed. Interest Payments and (other than in certain circumstances) Principal Repayment under the Loan Deed are based upon the performance of the Newpin Program. Details of how these payments are calculated can be found in Section 7 (*Calculation of Payments*).

The Issuer will raise the \$6 million to be lent to UCQ by issuing Newpin Qld SBB Notes to Investors. The Notes will be issued pursuant to the terms and conditions of the SBB Deed Poll.

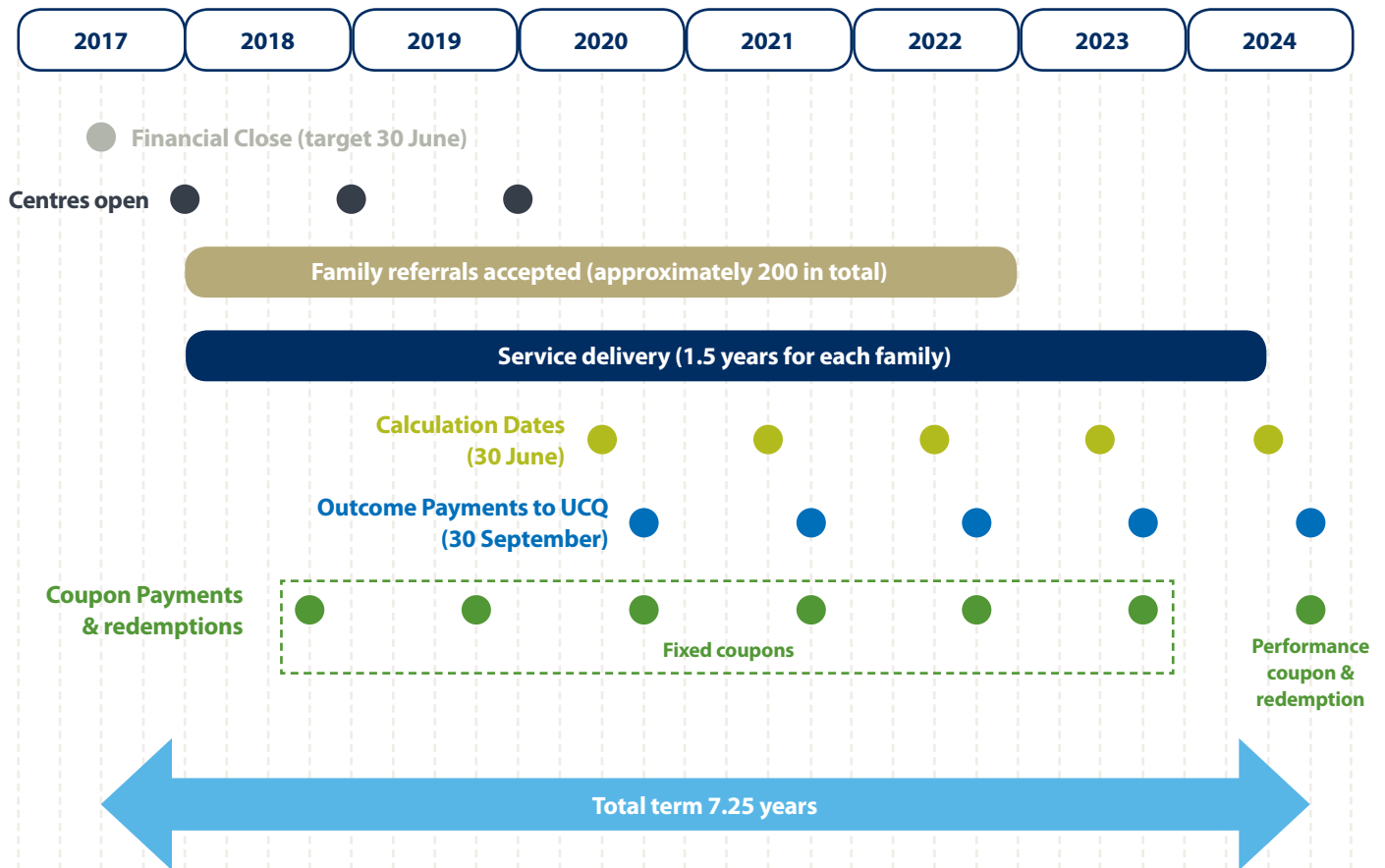
The details of the contracts underpinning these arrangements can be found in Section 6 (*Transaction Structure and Key Documents*).



3. INVESTMENT OVERVIEW (CONT.)

3.3 Timeline overview

The term of the Newpin Qld SBB is anticipated to be 7.25 years, and key dates are set out below:



4. NEWPIN PROGRAM DETAILS

4.1 Social context

Currently, more than 9,000 Queensland children are living away from their parents in OOHC, in either foster care, kinship care or in a residential service. OOHC can be short term, but for many children it becomes a long term arrangement. According to recent statistics from the Australian Institute of Health and Welfare, over 80% of children had been in OOHC for more than a year, with over 40% in care for more than five years.

It is widely acknowledged that, where it is safe to do so, supporting children within their family is highly advantageous to their health and wellbeing. Despite this, the number of children in OOHC continues to rise.

First Australian children are significantly over-represented in the OOHC system. A First Australian child is nine times more likely to be living away from their family than a non-Indigenous child.⁴

Research⁵ has shown that children who have experienced OOHC are more likely to:

- disengage with education early;
- be unemployed, underemployed and earning lower wages;
- be homeless or living in unstable housing arrangements;
- have had children at a young age (and at greater risk of having those children taken into care);
- be involved in the criminal justice system;
- have physical health, mental health and substance abuse problems; and
- lack informal social support from family and friends.

As well as a heavy social burden, OOHC imposes a significant financial cost. In 2014/15, the Queensland Government spent an average of approximately \$50,000 on each child in OOHC.⁶

4.2 Newpin Program background

The Newpin program has been established and operating in Australia for almost two decades and is based on a successful model first developed in the United Kingdom. Newpin was developed in response to the needs of new mothers experiencing issues such as isolation, mental illness, family violence, social disadvantage, drug and alcohol misuse, or low self-esteem, and for those who were at risk of physically or emotionally harming their children.

The Newpin process puts into practice real partnerships with parents and children and reflects a non-judgemental, play-based and holistic approach. It is not bound by the traditional barriers between child protection, mental health and early childhood education and care.

The first centre opened in Australia in April 1998 in an outer western suburb of Sydney. Uniting in NSW holds the national licence to train and support other community sector organisations who wish to deliver the Newpin program, and UCQ will be licenced under this arrangement. UCQ have engaged extensively with their colleagues in NSW in planning the rollout of the Newpin Program in Queensland.

The Newpin Program builds upon and leverages the existing experience and skill of UCQ in the delivery of services to Queensland's First Australian families and children at-risk. UCQ is an established provider of OOHC services in Queensland, supporting over 900 children and young people, and is also a provider of support to children and families through a range of services.

4. Chapter 15, Report on Government Services, Productivity Commission, 2016

5. Mendes et al (2011a), Effectively preparing young people to transition from out-of-home care, an examination of three recent Australian studies

6. Chapter 15, Report on Government Services, Productivity Commission, 2016

4. NEWPIN PROGRAM DETAILS (CONT.)

4.3 Newpin Program details

4.3.1 Program logic

Newpin works to reunite families where children have been removed from their parents' care. It is an evidence-based intensive therapeutic program aimed at breaking the cycle of intergenerational child neglect and abuse.

Key program outcomes are the safe reunification of children with their families. The goal is that children will be safe living with their family, develop to their potential and grow to play a positive role in their community.

Impact

Intergenerational cycles of family abuse and neglect are broken

Longer term outcomes

- Newpin family reunifications are successful and enduring
- Newpin children and young people at risk are safe from harm and injury
- The reunification outcomes for Newpin families are better than those of similar families who do not access the program

Intermediate outcomes

- Parents' wellbeing improves
- Parenting skills and capabilities are enhanced
- Parents are more confident and self-reliant
- Families display more positive family behaviours
- Family safety and child wellbeing improve

Immediate outcomes

- Referrals to Newpin are appropriate, timely and in line with program capacity
- Parents respond positively to and remain engaged in the program
- Effective relationships are established between parents/children and Newpin staff
- Parents value and benefit from peer support (befriending)

Inputs and process outcomes

- Appropriately skilled and experienced staff are recruited
- Strong program management, monitoring and reporting mechanisms are put in place
- Newpin is responsive to implementation and practice learnings as they emerge
- UCQ, Department of Communities, Child Safety and Disability Services (**DCCSDS**) and community partners work effectively together

Needs

- Families need support to facilitate transitions from out-of-home care to family reunification
- Families with young children need support to ensure child safety and wellbeing
- Families are at risk of perpetuating intergenerational cycles of abuse and neglect without support
- There is a need to reduce the social and economic costs associated with the incidence of child abuse and neglect

4. NEWPIN PROGRAM DETAILS (CONT.)

4.3.2 Program structure

Centre-based support

The Program is delivered through Newpin centres which are attended by both the parent and pre-school aged children. Older children also attend after school to maintain contact with their parent. The Queensland centres will focus on mothers or other female family members who are the target of reunification efforts. UCQ will facilitate transport to the centres for participating families.

Three centres are planned to be opened over the course of the SBB, one at the beginning of 2018, 2019 and 2020. The first location has been agreed as Cairns, with the others to be finalised.

Program modules

Parents are supported to work with their strengths to improve positive parent child relationships and learn from their peers. Children also have a safe environment to play, learn and socialise.

Parenting modules	Parents attend education modules where they develop their knowledge of parenthood, learn about strategies to keep children free from harm and neglect, and develop a deeper understanding of their child's needs.
Therapeutic group meetings	Parents attend weekly group therapy sessions where they reflect on their own childhood experiences and how they impact their parenting.
Child development activities	Children participate in structured and unstructured play sessions that aim to improve the child's social, emotional, language and communication skills.
A supporting environment	The centres provide a safe, supportive and stable environment for parents and children alike. Many participants are mentored and supported by previous Newpin members.

Cultural appropriateness

With a significant focus being First Australian families, UCQ will engage local Indigenous organisations to deliver key components of the program, and is committed to building capacity in Indigenous organisations and fostering community control.

Community engagement will come in the form of strong governance with leadership by local and peak Indigenous organisations, as well as government agencies who will guide delivery of the Newpin model. UCQ understands that First Australian child rearing practices place more emphasis on extended family and kinship networks than many Western cultures. As a result, First Australian children have kinship ties with their extended family as well as their immediate family of mother, father, brothers and sisters. The effect of the kinship system in First Australian child care practice means that First Australian children are brought up as members of an extended family and community environment, rather than individuals. Often grandparents, aunts and uncles play a prominent role in the rearing of a child within an Indigenous community setting.

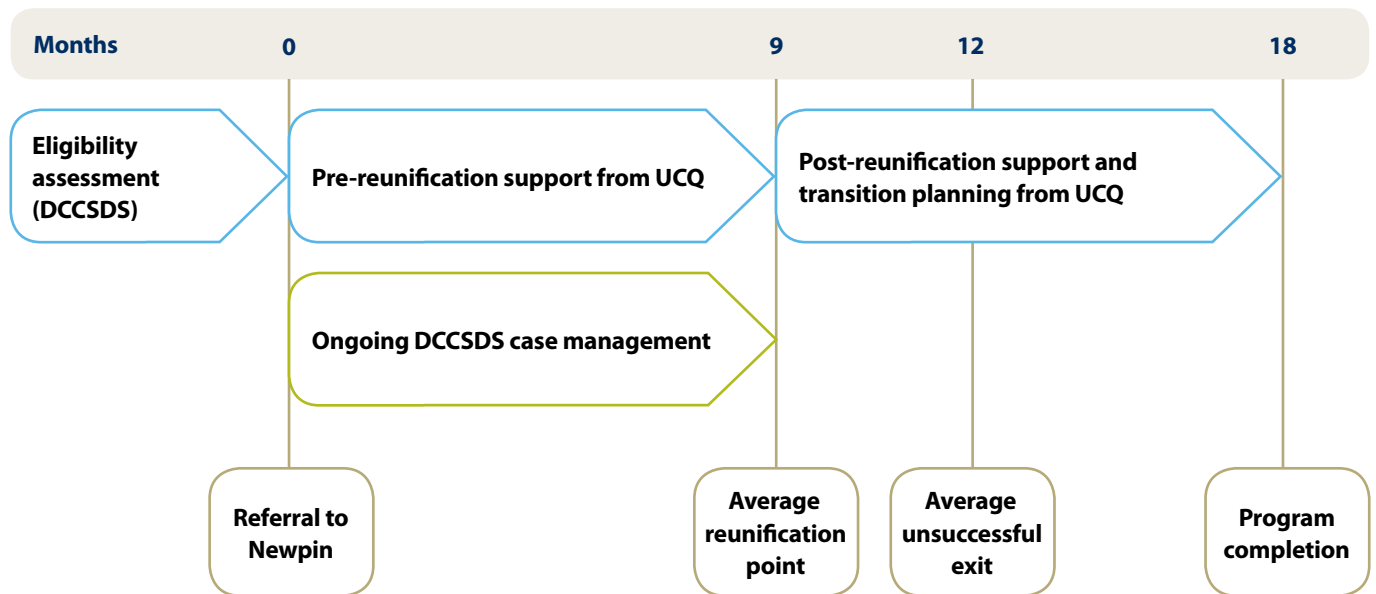
As such, UCQ adopts the following principles, which are set out in its Working Together Framework:

- respect for Indigenous knowledge, cultures and traditional practices contribute to sustainable and equitable development and proper management of case plans;
- Indigenous families and communities have the right to retain shared responsibility, upbringing, training, education and wellbeing of their children;
- case planning should involve extended family and Indigenous community; and
- Indigenous people have the right to self-determination.

4. NEWPIN PROGRAM DETAILS (CONT.)

4.3.3 Program phases

Families will participate in the Newpin Program for up to 18 months, attending for two days per week on average.



On average, it is expected that reunifications will occur after nine months of participation, although this time will vary by family. The decision to reunify a family is made by the courts, in response to a recommendation by DCCSDS.

The period immediately post reunification is a particularly emotional and sometimes challenging time for families. A key focus of the Newpin Program is providing appropriate support during this period.

Six months prior to expected completion of the Program, Newpin staff will work with families to develop a transition plan.

Ongoing monitoring ensures that in the event of the Program being deemed not to have been a success for an individual family they will, on average, exit the program after 12 months.



4. NEWPIN PROGRAM DETAILS (CONT.)

4.4 Eligibility and referral

To be eligible for referral to the Newpin Program, a family must have at least one child:

- who is aged less than five and a half; and
- who is in, has been referred or will be referred to OOHC for at least three months; and
- for whom reunification is considered by the State to be a suitable goal.

In addition, the parent⁷ has to live within a centre catchment, be female, and be regarded as the target for possible reunification.

Once a family is referred, all eligible children up to a maximum of four per family are included in the Intervention Group, being those:

- who are under the age of 12 (with the youngest children included if there are more than four in the family); and
- who are in, have been referred or will be referred to OOHC for at least three months; and
- for whom reunification is considered by the State to be a suitable goal.

Referrals to the Newpin Program will be made by DCCSDS in response to requests for referrals made by UCQ. Referrals will be accepted over a five year period commencing at the beginning of 2018. It is anticipated that approximately 200 families with 560 children will be referred to the Newpin program over the life of the Newpin Qld SBB.



4.5 Program management

The Newpin Program Director will have overarching responsibility for all operational components of the program, and will report to the Group Executive of the UCQ Child and Family Services, who in turn reports to the UCQ CEO.

Each Newpin centre will have a Centre Coordinator looking after day-to-day activities and will have a direct reporting line to the Program Director. Although Newpin is an accredited program with a consistent practice approach, centres will have the flexibility to respond to the specific needs and conditions of their client group.

A Newpin Queensland First Australian Reference Group will also be established. The purpose of this Reference Group is to provide guidance and input into the establishment and running of the program in Queensland to ensure the program is responsive to the needs of First Australian children and families. The Terms of Reference include:

- providing expert knowledge and wisdom to guide the cultural integrity of the program and local community strengths and challenges;
- supporting collaboration by key partners in the successful delivery of Newpin (including recruiting and training staff, supporting children, families and communities);
- ensuring the program is delivered in line with UCQ's Working Together Framework; and
- guiding the resolution of issues that arise in implementation and service delivery.

The performance of the Program will be monitored by the Newpin Qld SBB Joint Working Group, a governance committee established with representatives from SVA, the State and UCQ.

7. The child's mother, or another family member who has parental responsibility for the child

4. NEWPIN PROGRAM DETAILS (CONT.)

4.6 Program performance

The measure of success of the Program will be the increase in the number of Intervention Group children who are reunified compared to a fixed benchmark. Each Intervention Group member will be assessed 18 months after their entry to the Newpin Program.

A range of performance scenarios have been developed and agreed between SVA, the State and UCQ. Investors should note that there is no guarantee that the target objectives will be met. The number of Incremental Reunifications arising in each scenario has been estimated as follows:

Performance scenario	Underperform	Below target	Target	Above target	Outperform
Rate of reunification	21.5%	31.5%	41.5%	51.5%	61.5%
Incremental Reunifications	30	87	139	188	234

Initially, the fixed Counterfactual Reunification Rate is 16.5%, based on an analysis of historical 18-month reunification rates in the target population. The Target performance scenario is thus a reunification rate 25% higher than the counterfactual.

In NSW, the counterfactual rate for the Newpin SBB was set as 25% for the first three years of the contract. The aggregate rate of reunification achieved by the Newpin Program in NSW over those three years was 61%, being 36% above the counterfactual rate.

The lower counterfactual and target rates adopted for this SBB reflect the particular circumstances of the target population. In general, First Australian families in Queensland have experienced a comparatively low rate of reunification.

5. KEY PARTIES

5.1 Social Ventures Australia

SVA is the manager of the Newpin Qld SBB Trust. A subsidiary of SVA, SVA Nominees Pty Ltd, has been engaged to act as trustee of the Newpin Qld SBB Trust.

SVA is a social purpose organisation that works with partners to improve the lives of people in need. SVA's range of services are designed to scale social impact, helping business, government and philanthropists to be more effective funders and social purpose organisations to be more effective at delivering services. To drive change, SVA builds on practical knowledge of effective practice in education, employment, housing and with First Australians. As a values-driven organisation, accountability, integrity, respect and humility underpin their work.

SVA invests in organisations and projects that deliver both a social and financial return. These include debt and equity investments in social enterprises, SBBs, and bespoke financial solutions for large scale transactions such as the development of social and affordable housing.

SVA provides consulting services to help funders, governments and social purpose organisations strengthen their ability to address social issues, through developing better strategies, successfully implementing them and to better measuring and evaluating the impact of their work.

In addition, SVA enables a community of engaged funders to make their philanthropic dollars go further by giving through a portfolio of innovative social ventures. Support of these ventures includes multi-year tailored funding, hands-on capacity building, access to networks and advice to prove and improve their impact.

5.2 Key SVA personnel



**Rob Koczkar –
Chief Executive
Officer**

Rob joined SVA as CEO in October 2014. He has extensive experience in investing and management consulting, along with

a deep understanding of the social purpose sector from serving on the boards of Social Ventures Australia, Goodstart Early Learning, and on Mission Australia's Corporate Advisory Council.

Prior to joining SVA Rob was a Managing Director of Pacific Equity Partners, a Principal with Texas Pacific Group and spent seven years with Bain & Company.

Rob received a BEng (Hons.) in Mechanical and Manufacturing Engineering from the University of Melbourne.



**Elyse Sainty –
Director,
Impact Investing**

Elyse leads SVA's SIB practice area. She has worked on the development of SIB transactions in four states, and has

provided technical and advisory support to several Governments as they seek to pilot the SIB concept.

Prior to joining SVA in 2011, Elyse had two decades of experience within the financial services industry, principally with MLC and National Australia Bank, where she held senior positions in strategy and distribution.

Elyse qualified as a Fellow of the Institute of Actuaries of Australia, and holds a BEc from Macquarie University and Graduate Management Qualification from the Australian Graduate School of Management.

5. KEY PARTIES (CONT.)

5.3 UnitingCare Queensland

UnitingCare Queensland provides health and community services to thousands of people every day of the year through UnitingCare Child and Family Services, UnitingCare Hospitals, Blue Care and ARRCs (Australian Regional and Remote Community Services Ltd).

As the health and community service provider of the Uniting Church, UnitingCare Queensland has supported Queensland communities for over 100 years. Its 16,000 staff and 9,000 volunteers care for and support people from all walks of life, including older people, people with a disability, children, families and Indigenous people.

UnitingCare Queensland works with children, young people and their families across Queensland, to promote their wellbeing and safety through the delivery of integrated and innovative interventions including child and family therapy, domestic violence services, family and youth services, family intervention, foster care and residential services.

Children, young people and their families are at the centre of the services UnitingCare Queensland provides and its priorities are to meet the needs of some of Queensland's most vulnerable children and their families.



5. KEY PARTIES (CONT.)

5.4 Key UnitingCare Queensland personnel



**Anne Cross –
Chief Executive
Officer,
UnitingCare
Queensland**

Anne Cross has been the CEO of UnitingCare Queensland since November 2003. She

is also Chair of Australian Regional and Remote Community Services Ltd (ARRCS), UnitingCare Queensland's aged care and community services in the Northern Territory.

Anne came to the role having held senior positions in government and nongovernment organisations across a broad range of rehabilitation, disability, aged care and community services. She has served on various government bodies including the Queensland Government Domestic and Family Violence Taskforce led by Dame Quentin Bryce AD CVO.

Anne is the 2014 Telstra Australian Business Woman of the Year and the national Government and Community category winner.

She has undergraduate and postgraduate qualifications in social work. She is a Fellow of the Australian Institute of Management, a Fellow of the Australian Institute of Company Directors and a member of Chief Executive Women.

In 2008, Anne was appointed as an Adjunct Professor in the School of Nursing, Midwifery and Social Work at the University of Queensland and in August 2016 was announced as a recipient of the University of Queensland Vice-Chancellor's Alumni Excellence Awards.



**Brent McCracken –
Group Executive,
Child and Family
Services,
UnitingCare
Queensland**

Brent joined UnitingCare Queensland in July

2016. He has over 30 years' experience working in the community services sector in a variety of roles including as a case worker, client services manager, teacher, funder and contract manager, operational manager and senior leader in Victoria, New South Wales and Queensland.

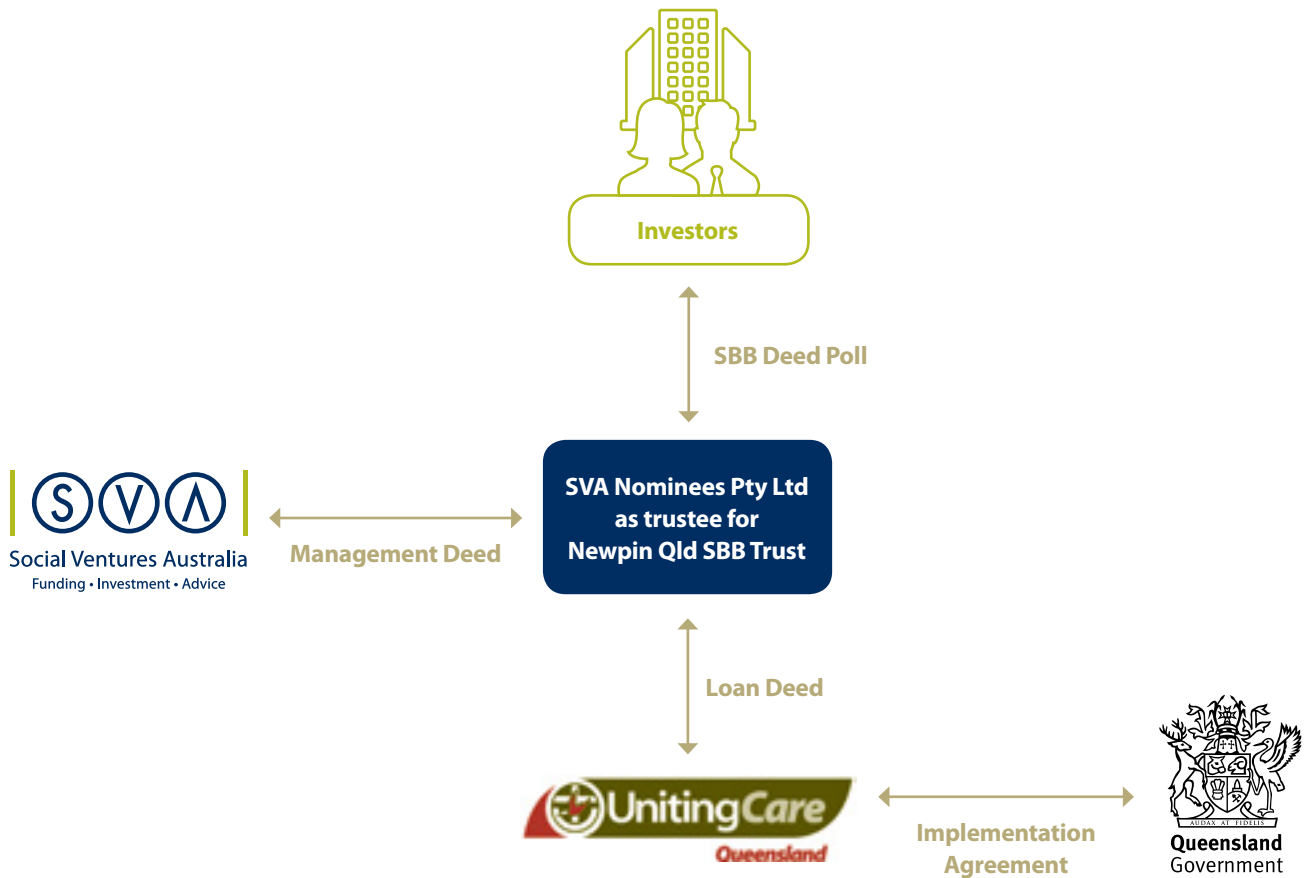
Prior to joining UnitingCare Queensland, Brent was the Regional Executive Director, North Coast with the Department of Communities, Child Safety and Disability Services, responsible for leading the delivery of child and family, disability, community recovery, domestic and family violence and community services and initiatives in the northern suburbs of Brisbane, Sunshine Coast and Gympie regions.

Brent holds a Bachelor of Social Science, Graduate Diploma of Adult Education and an Executive Master of Public Administration. He is an active member of the Australian and New Zealand School of Government Alumni.

6. TRANSACTION STRUCTURE AND KEY DOCUMENTS

6.1 Structure overview

The Newpin Qld SBB involves a number of contractual arrangements, as depicted below:



6.2 Implementation Agreement

This agreement is between the State and UCQ. Neither the Issuer nor Noteholders are party to this agreement.

The objectives of the Implementation Agreement are to safely return children to their families following a placement in OOHC, and to reduce the impact of inter-generational cycles of family abuse and neglect through long term, intensive support to families where children have been placed in OOHC, with a focus on First Australians.

The Implementation Agreement sets out the obligations of the State and the UCQ, including terms covering:

- conditions precedent to the Agreement coming into force, including the full subscription of the Notes;
- eligibility criteria for program participants and referral processes;
- the outcome measure adopted, and the Counterfactual Reunification Rate;
- the number of Minimum Referrals that the State is required to make to each Newpin centre, and the calculation of Deemed Incremental Reunifications in the circumstance that actual referrals are less than the Minimum Referrals;
- the process under which the Counterfactual Reunification Rate and the Minimum Referrals will be reviewed (see next page for further details), and the consequences if the parties cannot agree to revised terms following that review;
- the basis of Outcome Payment calculations (see Section 7 (*Calculation of Payments*) for further details);
- breach and termination provisions;
- insurance requirements and indemnity provisions; and
- general provisions such as dispute resolution, warranties, indemnities, administration, intellectual property rights and confidentiality.

The Implementation Agreement takes effect on the Effective Date and ends no later than 30 September 2024.

6. TRANSACTION STRUCTURE AND KEY DOCUMENTS (CONT.)

Counterfactual and Minimum Referrals Review

The fixed Counterfactual Reunification Rate of 16.5% agreed at the commencement of the Implementation Agreement will apply until a Counterfactual Review takes place in December 2019 and December 2020. The State and UCQ will review the appropriateness of that rate at that time.

The Minimum Referrals will be reviewed in each of 2018, 2019 and 2020, along with the agreed location and catchment areas for the Newpin centres.

The parties will endeavour to negotiate in good faith any adjustments to the fixed Counterfactual Reunification Rate, the Minimum Referrals or other provisions that the reviews suggest may be necessary. If the parties are unable to agree on revised terms within two months from the commencement of negotiations, then the original terms will continue to apply, and either party has the right to terminate the Implementation Agreement. This termination right lapses 45 days after the relevant negotiations have ended.

Under the terms of the Loan Deed, UCQ cannot agree to variations to the Implementation Agreement that would impact on the Incremental Reunification or any payment to UCQ under the Implementation Agreement without the consent of the Issuer.⁸

Early Termination

The early termination of the Implementation Agreement can occur in the following circumstances:

- a) termination by the State for convenience or for cause (including breach, insolvency, abandonment of service delivery and change of control);
- b) termination by UCQ for cause (breach of obligations); and
- c) termination in 'no fault' scenarios, including for force majeure events (including natural disasters, industrial action and war), a change in law with adverse consequences, and termination following the review of the Counterfactual Reunification Rate and the Minimum Referrals (as described above).

Please see Section 7.5 (*Payments on Early Termination*) for details of the consequences of termination under each of these circumstances.

6.3 Loan Deed

Overview

The Loan Deed is between the Issuer and UCQ, and permits UCQ to borrow a Principal amount equivalent to the Aggregate Issue Amount of the Notes, expected to be \$6 million.

The date upon which Principal will be drawn under the Loan Deed (Financial Close) is subject to the occurrence of the Effective Date, being the date upon which the Implementation Agreement comes into force. The Maturity Date under the Loan Deed is 30 September 2024.

Conditions precedent

The Issuer must be satisfied that all conditions precedent under the Loan Deed have been satisfied before Subscription Amounts held in the proceeds account for the Noteholders are advanced to UCQ. Conditions precedent include the occurrence of the Effective Date, and receipt of proof of the relevant UCQ authorisations for the execution of the Loan Deed.

Limited recourse

UCQ's obligations under the Loan Deed will be limited to the assets that The Uniting Church in Australia Property Trust (Q.) holds on trust for the benefit of UnitingCare Queensland. The Uniting Church in Australia Property Trust (Q.) is a body corporate constituted under section 11 of the Uniting Church in Australia Act 1977 (Qld). Refer to the Appendix for UnitingCare Queensland summary financial statements.

Interest Payments

Interest Payments under the Loan Deed are payable on each Interest Payment Date as follows:

- on each of Interest Payment Dates 1 to 6, the Interest Payment is determined using a fixed rate of 2% per annum; and
- on Interest Payment Date 7 (30 September 2024), the Performance Interest Payment is calculated as 50% of the aggregate of all payments received by UCQ under the Implementation Agreement⁹ in excess of \$20,000,000.

Please see Section 7.2 (*Interest Payments under the Loan Deed*) for further details.

8. Under Section 8.3 (*Variation of the Program Documents*) of the SBB Deed Poll, the Issuer can only agree to variations to the Implementation Agreement or the Loan Deed with the consent of Noteholders, such consent being determined in accordance with Schedule 1 (*Resolution Provisions*) of the SBB Deed Poll.

9. An adjustment is made to payments to reflect a deemed outcome payment to account for any delays in the opening of a centre caused or contributed to in a material respect by UCQ.

6. TRANSACTION STRUCTURE AND KEY DOCUMENTS (CONT.)

Principal Repayment at Maturity

The Principal Repayment on the Maturity Date is dependent upon the Incremental Reunifications (and any Deemed Incremental Reunifications) achieved by the Newpin Program. Please see Section 7.3 (*Maturity Repayment under the Loan Deed*) for details.

Key features of the Principal Repayment on maturity:

- 100% of Principal will be repaid on maturity if the number of Incremental Reunifications and any Deemed Incremental Reunifications is 75 or greater; and
- a minimum of 50% of Principal will be repaid in all cases.

Early Termination Repayments

The termination of the Loan Deed can be triggered in the following situations:

- a) termination of the Implementation Agreement for any reason; and
- b) termination by the Issuer on grounds of a breach of the Loan Deed by UCQ (includes breach of obligations, payment default, misrepresentation, abandonment of the Newpin Program and insolvency events of UCQ) and invalidity of any of the Loan Deed, Implementation Agreement or the other documents relating to the Newpin Qld SBB or the Newpin Program.

Please see Section 7.5 (*Payments on Early Termination*) for details of how the repayments are calculated under each of the above scenarios.

6.4 SBB Deed Poll and the Notes

The Notes represent an unsecured lending arrangement between the Noteholders and the Issuer, with recourse of the Noteholders limited to the Trust Assets, principally the rights of the Issuer under the Loan Deed. The Notes will be issued pursuant to the SBB Deed Poll.

The Notes have an expected overall term of seven years and three months (i.e. from the targeted Financial Close at the end of June 2017 to 30 September 2024).

The Aggregate Issue Amount for the Newpin Qld SBB will be a maximum of \$6 million. Terms and conditions for applications for the Notes are set out in Section 10 (*Applications*).

Coupon Payments

Coupon Payments will be made to Noteholders within 10 Business Days following the receipt by the Issuer of the Interest Payment made under the Loan Deed each year. Noteholders will receive a Coupon Payment representing their pro-rata share (being equal to the ratio of their Subscription Amount to the Aggregate Issue Amount) of the total Interest Payment received by the Issuer under the Loan Deed. As such, the amount received by Investors depends entirely upon the performance of the Loan Deed.

Note Redemptions

The amount payable on redemption of Noteholders' Notes at maturity or on Early Termination depends entirely upon the Principal Repayment made under the Loan Deed. Within 10 Business Days following the receipt by the Issuer (on the Maturity Date or on Early Termination) of the Principal Repayment from UCQ, Noteholders will be paid their pro-rata proportion of the Principal Repayment received.

Notes will only be redeemed on the Maturity Date or on Early Termination (as detailed in Section 6.2).

6.5 Management Deed

SVA will manage the Newpin Qld SBB Trust under the terms of the Management Deed.

For this role, SVA will be paid a management fee of \$102,500 per annum (plus GST), paid quarterly in advance and indexed at a rate of 2.5% per annum. This management fee is intended to cover the following, which are examples of the administrative duties that in practice SVA will take responsibility for:

- convening governance meetings for the Trust;
- preparing annual Investor reporting and managing payments;
- preparing tax returns and financial accounts for the Trust;
- managing all other Newpin Qld SBB payments; and
- attending relevant meetings including the Joint Working Group convened under the Implementation Agreement and providing performance oversight on behalf of Noteholders.

UCQ will reimburse the Issuer for all amounts payable by it to SVA under the Management Deed.

7. CALCULATION OF PAYMENTS

7.1 State Payments to UnitingCare Queensland

The key determinant of the level of Performance Coupon and Note redemption payments received by Noteholders is the number of Incremental Reunifications achieved by the Newpin Program, and hence the amount of Outcome Payments paid by the State to UCQ under the terms of the Implementation Agreement. The calculation of those payments is described broadly below.

7.1.1 Calculation of Incremental Reunifications

The number of Incremental Reunifications is calculated at each Measurement Date in respect of all the children in the Intervention Group who reached their assessment milestone (18 months after their inclusion in the Intervention Group) over the period since the last Measurement Date. The number of Incremental Reunifications for the period is determined as:

- the number of assessed children who were reunified at their assessment date; less
- the number of assessed children multiplied by the Counterfactual Reunification Rate.

In addition, the Incremental Reunifications figure is adjusted to allow for Deemed Incremental Reunifications in relation to any shortfall in referrals relative to the Minimum Referrals. 'Missing' referrals are deemed to have experienced

a reunification rate equal to the cumulative rate achieved for all children in the Intervention Group that have reached their assessment milestone.

The current year Incremental Reunifications (and any Deemed Incremental Reunifications) are added to the previous results to determine the aggregate Incremental Reunifications.

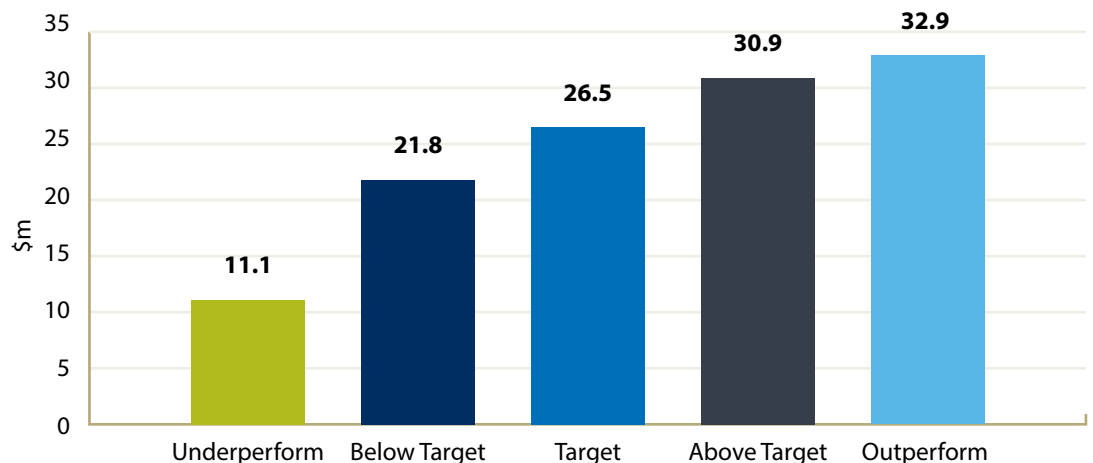
7.1.2 Calculation of State Payments

The Government payment to UCQ after each Measurement Date is determined based upon the aggregate Incremental Reunifications (and any Deemed Incremental Reunifications) and an agreed value reflecting savings to the State generated by the reunifications.

Total State Payments will vary depending upon the measured performance of the Newpin Program, and will be between \$6 million¹⁰ and \$32.9 million (provided that the Implementation Agreement is not terminated before the Maturity Date).

The total State Payments have been estimated for each of the performance scenarios set out in Section 4.6 (*Program performance*). The Financial Model used to calculate these estimated payments has been reviewed for accuracy by Taylor Fry Analytics and Actuarial Consulting.¹¹ The Issuer makes no representation as to the likelihood of any of these scenarios eventuating.

Total State Payments by Performance Scenario



10. Equal to the Standing Charge payments.

11. Taylor Fry's review of the Financial Model was limited in scope to an assessment of the accuracy and consistency of the calculation of financial payments, from the perspective of investors. It excluded a review of the assumptions underpinning, and the contractual structure of those payments, and relied upon information provided to Taylor Fry by SVA in relation to the SBB terms. It also excluded a review of the expenses, savings and financial position of either the State or UCQ, to the extent that these did not directly impact the Investors' position. Finally, it did not take into account the specific circumstances or needs of any potential stakeholders.

7. CALCULATION OF PAYMENTS (CONT.)

7.2 Interest Payments under the Loan Deed

7.2.1 Fixed Interest Payments

UCQ will make Fixed Interest Payments in arrears on 30 September each year from 2018 to 2023.

$$\text{Fixed Interest Payment} = \text{Principal} \times 2\% \times n/365$$

where 'n' is the number of days in the relevant interest payment period, being:

- for Interest Payment 1, the number of days from Financial Close to 30 September 2018; and
- for each of Interest Payments 2 to 6, the number of days from the previous Interest Payment Date to the current Interest Payment Date.

7.2.2 Performance Interest Payment

The Performance Interest Payment is payable on the final Interest Payment Date (30 September 2024), and is determined by the success of the Newpin Program over the course of the SBB.

$$\text{Performance Interest Payment} = 50\% \times (A - \$20,000,000)$$

where 'A' is the aggregate amount of all payments made by the State to UCQ under the terms of the Implementation Agreement.¹²

Thus, in the target performance scenario, the Performance Interest Payment is 50% x (\$26.5m - \$20m), or \$3.25 million.

7.3 Maturity Repayment under the Loan Deed

At the Maturity Date, the proportion of Principal that is repayable is determined as:

$$\text{Principal Repayment Proportion} = 50\% + 2\% \times (\text{IR} - 50)$$

where:

- 'IR' is the aggregate number of Incremental Reunifications (including any Deemed Incremental Reunifications) recorded over the course of the SBB; and
- the proportion repaid is subject to a minimum of 50% and a maximum of 100%.

100% of Principal will thus be repaid if the number of aggregate Incremental Reunifications is 75 or above. This equates to a reunification rate 13% above the Counterfactual Reunification Rate.

7.4 Estimated Noteholder returns

Based upon the payments described in Sections 7.1, 7.2 and 7.3, and provided that the Loan Deed is not repaid prior to the Maturity Date, the approximate Noteholder Internal Rate of Return that would be generated in each of the performance scenarios is as follows:

Performance Scenario	Underperform	Below Target	Target	Above Target	Outperform
IRR	-7.0% pa	3.5% pa	7.5% pa	10.5% pa	12.0% pa
Principal Returned	50%	100%	100%	100%	100%

¹². An adjustment is made to payments to reflect a deemed outcome payment to account for any delays in the opening of a centre caused or contributed to in a material respect by UCQ.

7. CALCULATION OF PAYMENTS (CONT.)

7.5 Payments on Early Termination

7.5.1 Calculation of Early Termination Payment under the Implementation Agreement

If the Implementation Agreement is terminated for any reason, an Early Termination Payment will be made to UCQ that reflects the performance of the Newpin Program up to the date of termination.

The Early Termination Payment is determined in a manner consistent with the calculation of Outcome Payments as set out in Section 7.1 (*State Payments to UnitingCare Queensland*). This calculation includes an allowance for:

- the reunifications amongst Intervention Group children who have reached their 18-month assessment date since the last Measurement Date; and
- Projected Reunifications in respect of Intervention Group children who have not yet reached their assessment date.

Projected Reunifications are determined based upon:

- the proportion of the 18-month service delivery period each child has been in the Intervention Group as at the date of termination; and
- a deemed reunification rate, which is based upon the actual cumulative reunification rate achieved by the program, adjusted to reflect the reason for the termination as set out in following table.

Termination trigger	Deemed reunification rate for Projected Reunifications
Terminated by State for Cause	Actual program reunification rate less 10% (subject to a minimum of 20%)
Terminated in a 'no fault' scenario	Actual program reunification rate
Terminated by State for Convenience or by UCQ for Cause	Actual program reunification rate plus 10% (up to a maximum of 60%)

An agreed minimum payment amount (which varies depending on the date and circumstances of the termination) also applies to terminations in the first three years (i.e. prior to the first Measurement Date) to allow for the fact that establishment costs have been incurred without the Newpin Program having had sufficient time to generate outcomes.

Any Early Termination Payment would be calculated by the Independent Certifier. Further details of the determination of Early Termination Payments can be provided upon request.

7.5.2 Calculation of early repayments under the Loan Deed

If Principal under the Loan Deed is payable before the Maturity Date for any reason, a final repayment is made by UCQ which is the sum of:

- a proportion of the outstanding Principal;
- a Performance Interest Payment; and
- an accrued Fixed Interest Payment.

7. CALCULATION OF PAYMENTS (CONT.)

The amount paid for each of these components varies according to the timing and reason for the early repayment, as set out in the following table.

Determination of early repayment under Loan Deed

Timing and Reason		Principal Repayment Proportion	Performance Interest Payment	Accrued Fixed Interest Payment
Implementation Agreement terminated on or before 30 June 2020 (before first Measurement Date)	Terminated by the State for Cause	$100\% - (1\% \times n)$ Where n is the number of partial or complete quarters since Financial Close.	Nil	
	Terminated in a 'no fault' scenario	100%	$Principal \times 5\% \times n / 365$ Where n is the number of days from Financial Close to the Repayment Date	
	Terminated by the State for Convenience or by UCQ for Cause	100%	$Principal \times 10\% \times n / 365$ Where n is the number of days from Financial Close to the Repayment Date	
Implementation Agreement terminated after 30 June 2020	Terminated for any reason	$50\% + 2\% \times (A - B)$ Where: A is the number of Incremental Reunifications (including Projected Reunifications); and B is a number determined as 2 plus the number of complete months between 30 June 2020 and the Repayment Date (ie maximum of 50). Subject to a max of 100%.	$50\% \times (A - B)$ Where: A is the aggregate State Payments (including the Early Termination Payment); and B is a number determined as: <ul style="list-style-type: none"> • \$7.2m; plus • \$3.2m multiplied by the number of days from 30 June 2020 to the Repayment Date, divided by 365; • with a maximum of \$20m 	Provided the Repayment Date is before Interest Payment Date 6: $Principal \times 2\% \times n / 365$ Where n is the number of days from the last Interest Payment Date to the Repayment Date
Loan Deed repayable due to illegality at any time (but Implementation Agreement not terminated)		100%	$Principal \times 5\% \times n / 365$ Where n is the number of days from Financial Close to the Repayment Date	
Loan Deed repayable for an event of default at any time (but Implementation Agreement not terminated)		100%	$Principal \times 10\% \times n / 365$ Where n is the number of days from Financial Close to the Repayment Date	

8. RISK FACTORS

Prospective investors should carefully consider the risks and uncertainties described below and the other information contained in this IM before making an investment in the Notes. They are not an exhaustive description of all the risks associated with an investment in the Notes and the Issuer may be unable to fulfil its payment or other obligations under, or in connection, with the Notes due to a factor which the Issuer did not consider to be a material or significant risk based on information currently available to it or which it may not currently be able to anticipate. If any of the risks described below (or an unlisted risk) occurs, the value and liquidity of the Notes could decline, and an investor could lose all or part of their investment. These factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

Program performance

Noteholder returns are primarily determined by the outcomes delivered through the Newpin Program. Noteholders are exposed to the performance capabilities of UCQ. If UCQ fails to perform and deliver the target outcomes, Noteholder returns will be adversely affected and, in certain performance scenarios, Noteholder subscriptions may not be wholly repaid. Neither the Issuer, UCQ, nor any other person guarantees that the target outcomes will be achieved.

The previous performance of the NSW Newpin SBB should not be used as a direct indication of the performance of this Program. However, UCQ will endeavour to work closely with the Uniting team in NSW to leverage the experience they have garnered from operating the Newpin program in NSW.

Prospective Noteholders are advised to review the description of the Newpin Program and its goals in this document to determine their own view on the future performance of the Newpin Program.

Referral volume

Outcomes and payments are determined by the number of Incremental Reunifications, which is in turn influenced by the number of children that are in the Intervention Group. There is a risk that a lower than expected number of Intervention Group children will reduce Outcome Payments.

The Implementation Agreement includes a provision for Minimum Referrals. Minimum Referrals relate to the number of families referred to the Newpin Program and are defined as the lower of the number of referrals requested by UCQ each year and either 22 (in the first year a centre is operational) or 15 (in each year thereafter).

The Outcome Payment calculation includes a provision for Deemed Incremental Reunifications that acts as a 'make whole' in the instance of actual referral numbers being below the Minimum Referrals. As such, in the instance that the Minimum Referrals are not achieved, Outcome Payments are not reduced.

There is a residual risk that the average number of eligible children in each referred family is below the assumed average of 2.8 children. This would result in fewer than expected numbers of children in the Intervention Group, and thus lower Incremental Reunifications.

Centre establishment

The proceeds of the Newpin Qld SBB will be loaned to UCQ and used by UCQ to fund the opening of three Newpin centres across Queensland, with the first being in Cairns. A centre is scheduled to commence operation at the beginning of 2018, 2019 and 2020.

Should this timing be delayed, the number of families that will be able to participate in the Newpin Program will be reduced, potentially impacting on the number of Incremental Reunifications.

The Loan Deed includes a 'make good' provision in the event of a delay in a centre opening caused or contributed to in a material respect by UCQ, minimising the financial impact of this risk. A notional amount is added to the aggregate State Payments reflecting the expected reunifications that would arise from 'missed' referrals.

The occurrence of force majeure events outside a party's control (such as inclement weather, fires and floods) could delay a centre's ability to operate over a period of time, which could result in UCQ not receiving Outcome Payments for the relevant children who may have been reunified had the event not forced the delay. The State and UCQ may terminate the Implementation Agreement if the delay exceeds three months.

Counterfactual

The Counterfactual Reunification Rate has been determined based on an analysis of rates of reunification over an 18-month period for the target population. There is a risk that they are an overestimate of the 'true' underlying rates that would eventuate in the absence of the Newpin Program, and that State Outcome Payments will thus be lower than they 'should' be. Conversely, they may be underestimated.

8. RISK FACTORS (CONT.)

As described in Section 6.2 (*Implementation Agreement*), a Counterfactual Review will be undertaken in December 2019 and 2020 to ensure that all parties are satisfied that the Counterfactual rates are fair for the remaining term of the SBB. If amended rates or terms cannot be agreed between UCQ and the State, either party has the right to terminate the Implementation Agreement. UCQ would need to gain the approval of the Issuer¹³ before agreeing to any change to the Counterfactual Reunification Rate.

UnitingCare Queensland credit risk

The Notes represent an unsecured lending arrangement between the Noteholders and the Issuer, with recourse of the Noteholders limited to the Trust Assets, principally the Loan Deed. Performance of the Notes is thus dependent on the performance of the Loan Deed and the creditworthiness of UCQ. There are no guarantees regarding Loan Deed payments provided by the Issuer or any other third parties.

All Interest Payments and Principal repayment obligations under the Loan Deed (both at maturity and in the case of Early Termination) are unsecured obligations of the borrower who is legally The Uniting Church in Australia Property Trust (Q.) represented by UnitingCare Queensland. The assets that support the obligations of the borrower and therefore the credit risk of the obligations, are those beneficially owned and controlled by UCQ.

There is a risk that the borrower under the Loan Deed defaults on its obligations due to insolvency or financial distress, resulting in an adverse effect on the payments under the value of the Newpin Qld SBB. UnitingCare Queensland has been a provider of community services to Queensland residents for over 100 years. As at June 30 2016 UnitingCare Queensland reported total revenues of \$1.5 billion and a net asset value of \$945 million. Further details on the financial position of UnitingCare Queensland can be found in the Appendix.

Issuer credit risk

The Issuer has no business or other activities other than those required to perform its obligations under the Newpin Qld SBB arrangement. Recourse of Noteholders against the Issuer is limited as described in clause 12.5 (*Limited recourse*) of the SBB Deed Poll.

The Noteholders do not benefit from security over the assets over the Issuer and on a winding up of the Issuer may not recover all amounts owing under the Notes.

Early Termination

Section 6.2 (*Implementation Agreement*) sets out the scenarios under which the Implementation Agreement, and hence the Newpin Qld SBB arrangements, may be terminated and the Notes would be redeemed early. Details of how the Termination Payment is calculated in these circumstances are set out in Section 7.5 (*Payments on Early Termination*).

The State can elect to terminate the Implementation Agreement for convenience for any reason, which may include, without limitation, that it views the Newpin Qld SBB arrangement as no longer being consistent with its policy priorities or that the arrangements lack sufficient economic justification. In such a scenario, the determination of the Early Termination Payment payable by the State to UCQ incorporates a premium that will flow on to repayments made under the Loan Deed.

The Notes are required to be redeemed by the Issuer where Early Termination of the Implementation Agreement has occurred. At those times, a Noteholder may not be able to reinvest the redemption proceeds at an interest rate commensurate with the future expected returns on the Notes. Potential investors should consider reinvestment risk in light of other investments available at that time.

Reliability of data provided and calculation of outcomes

The measurement of the outcomes will rely upon data and information obtained from the State. This data (de-identified and extracted following a secure data linkage process) and information, and the outcome determinations (including for calculation of the Outcome Payments) will be reviewed by the Independent Certifier (expected to be a recognised accounting practice or actuarial firm) appointed to assess the reliability of the data and information and outcome determinations.

13. See Section 8.3 (*Variation of the Program Documents*) and Schedule 1 (*Resolution Provisions*) of the SBB Deed Poll for details.

8. RISK FACTORS (CONT.)

Dependence on key personnel

The Newpin Program is reliant on a number of key personnel employed by UnitingCare Queensland, and its ability to attract and retain quality staff. The loss of staff members could potentially have an adverse impact on the performance of the Newpin Program. UnitingCare Queensland intends to manage this risk by directly involving a range of senior and experienced people in the management of the Newpin Program and will maintain a business continuity plan and a succession plan.

Modifications and waivers

The Note Conditions contain provisions to allow Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not vote and Noteholders who voted in a manner contrary to the majority.

Change of law

The Note Conditions are based on the relevant law in effect as at the date of the issue of the Notes. No assurance can be given as to the impact of any possible judicial decision, change to law (including by an action of the Queensland Government) or administrative practice after the date of issue of the Notes. Any material adverse impact arising

from a change of tax legislation or law creates an Early Termination right for UCQ under the Implementation Agreement.

The secondary market generally

The Notes will have no established trading market when issued, and one may never develop. If a secondary market does develop, it may not be liquid.

Investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have an adverse effect on the market value of the Notes. No assurance of a secondary market or a market price for the Notes is provided by the Issuer or by any other person.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to investment laws and directives, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Notes are legal investments for it, (2) the Notes can be used as collateral for various types of borrowing, and (3) other restrictions apply to its purchase or pledge of any Notes.



9. LEGAL NOTICES

Selling and distribution restrictions

By submitting an Application Form, an investor applies to purchase Notes in accordance with the Purchase Terms. The Issuer has the sole right to accept any offer to purchase Notes and may reject that offer in whole or in part without giving reasons for its decisions.

Under the Purchase Terms, each investor purchasing Notes will, among other things, agree to comply with any applicable law or directive in any jurisdiction in which it may subscribe for, offer, place, sell or transfers Notes and that it will not, directly or indirectly, offer, sell or transfer Notes or distribute any IM or other offering material in relation to the Notes: (a) outside Australia; and (b) within Australia except in accordance with the Purchase Terms and these selling restrictions.

If a person does offer, sell or transfer Notes or distribute any IM or other offering material in relation to the Notes in a jurisdiction, that person must only do so in compliance with, and under circumstances that will result in compliance by the Issuer 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 or public functions.

No action has been taken in any overseas jurisdiction that would permit an offering of any of the Notes or the distribution of the IM or any other offering material. No Relevant Party has represented that any Notes may at any time lawfully be sold or transferred in compliance with any applicable disclosure, registration, licencing or other such requirements in any jurisdiction, or in accordance with any available exemptions in relation to the foregoing, or assumes any responsibility for facilitating that sale.

The following selling restrictions apply.

Australia

The Notes may only be issued or transferred to Australian residents who are not acquiring an interest in the Notes through a permanent establishment outside Australia.

No prospectus or product disclosure statement (as defined in the Corporations Act) in relation to the Notes has been, or will be, lodged with ASIC.

A person may not make or invite an offer of the Notes for issue or sale in Australia (including an offer or invitation which is received by a person in Australia) or distribute or publish this IM or any other offering material or advertisement relating to the Notes in Australia unless the offer or invitation (1) does not require disclosure to investors under Part 6D.2 or 7.9 of the Corporations Act, (2) does not constitute an offer or invitation to a 'retail client' as defined for the purposes of Chapter 7 of the Corporations Act, (3) complies with all other applicable laws and directives in the jurisdiction in which the offer, invitation or issue takes place and (4) does not require any document to be lodged with ASIC or any other regulatory body in Australia.

United States

The Notes have not been, and will not be, registered under the U.S. Securities Act or under any securities laws of any state or other jurisdiction of the United States. Securities may not be offered or sold in the United States or to, or for the account or benefit of, any U.S. Person absent registration under the US Securities Act or an exemption from registration. The Notes may only be offered and sold in Australia in 'offshore transactions' (as defined in Regulation S under the U.S. Securities Act) in accordance with Regulation S under the U.S. Securities Act.

General

Persons into whose hands this IM comes are required by the Relevant Parties to comply with all applicable laws and directives in each jurisdiction in which they purchase, offer, sell, resell, reoffer or deliver Notes or have in their possession or distribute or publish the IM or other offering material.

9. LEGAL NOTICES (CONT.)

Agency and distribution arrangements

The Issuer may agree to pay fees to any trustee or agent for undertaking its respective roles and reimburse them for certain of their expenses properly incurred in connection with the Notes.

The Issuer may also agree to pay fees to the Trust Manager and may indemnify the Trust Manager against certain liabilities in connection with the offer and sale of Notes.

Persons involved in the offer, issue and sale of the Notes, and their respective related entities, directors, officers and employees, may have pecuniary or other interests in the Notes and may also have interests pursuant to other arrangements and may act as a principal in dealing in, or as a custodian or nominee in holding, any Notes.

Investors should obtain independent advice

Investors should be aware that, in some scenarios, no interest will be payable on the Notes and repayment of principal on the Notes may be at risk. This IM is not investment advice and has been prepared without taking into account the investment objectives, financial situation or particular needs (including financial and taxation issues) of any investor. Each investor contemplating subscribing for, purchasing or otherwise dealing in any Notes or any rights in respect of any Notes should:

- make and rely upon (and shall be taken to have made and relied upon) its own independent investigation of the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Issuer and the Notes;
- determine for themselves the relevance of the information contained in this IM, and must base their investment decision solely upon their independent assessment and such investigations as they consider necessary; and
- consult their own tax advisers concerning the application of any tax or duty (including stamp and transactions duty) laws applicable to their particular situation.

No advice is given in respect of the legal, taxation, financial or accounting treatment for investors or purchasers in connection with an investment in any Notes or rights in respect of them. In addition, this IM does not include any information in respect of the taxation treatment of an investment in the Notes. Investors or purchasers should, in connection with an investment or other dealing in any Notes (including their transfer), consult their own professional advisers.

No authorisation

No person has been authorised to give any information or make any representations not contained in or consistent with this IM in connection with the Issuer, the Newpin Program or the issue or sale of the Notes and, if given or made, such information or representation must not be relied on as having been authorised by any Relevant Party.

No independent verification

No representation, warranty or undertaking, express or implied, is made, and no responsibility is accepted, by any Relevant Party (other than the Issuer, on the terms provided under *Important Notices – Responsibility*), as to the accuracy or completeness of this IM or any further information supplied in connection with the Notes.

No person named in this IM has undertaken to review the financial condition or affairs of the Issuer at any time or to advise any Noteholder of any information coming to their attention with respect to the Issuer and make no representations as to the ability of the Issuer to comply with its obligations under the Notes.

However, if the Issuer does in its absolute discretion update or supplement the information in this IM, any such information will be subject to the terms and conditions set out in this IM.

Currency of information

The information contained in this IM is prepared as of its Preparation Date. Neither the delivery of this IM nor any offer, issue or sale made in connection with this IM at any time implies that the information contained in it is correct, that any other information supplied in connection with the Notes is correct or that there has not been any change (adverse or otherwise) in the financial conditions or affairs of the Issuer at any time subsequent to the Preparation Date. In particular, the Issuer is under no obligation to any person to update this IM at any time, including after an issue of Notes.

However, if the Issuer does in its absolute discretion update or supplement the information in this IM, any such information will be subject to the terms and conditions set out in this IM.

9. LEGAL NOTICES (CONT.)

Documents incorporated by reference

This IM is to be read in conjunction with all documents which are deemed to be incorporated into it by reference as set out below. This IM shall, unless otherwise expressly stated, be read and construed on the basis that such documents are so incorporated and form part of this IM. Investors should review, among other things, the documents which are deemed to be incorporated in this IM by reference when deciding whether to purchase any Notes.

The following documents are incorporated in, and taken to form part of, this IM:

- the Implementation Agreement (with certain commercial-in-confidence matters redacted);
- the Loan Deed;
- the SBB Deed Poll;
- the Purchase Deed;
- the Note Issue Supplement; and
- all other documents issued by the Issuer and stated to be incorporated in this IM by reference.

Any statement contained in this IM shall be modified or superseded in this IM to the extent that a statement contained in any document subsequently incorporated by reference into this IM modifies or supersedes such statement (including whether expressly or by implication).

A Note Issue Supplement or another supplement to this IM may also supplement, amend, modify or replace any statement or information incorporated by reference in this IM or a supplement to this IM.

Copies of documents which are incorporated by reference in this IM are available for download at socialventures.com.au/work/newpin-qld-sbb/ and may also be obtained in hard copy from the offices of the Issuer on request.

Any internet site addresses provided in this IM are for reference only and the content of any such internet site is not incorporated by reference into, and does not form part of, this IM.



10. APPLICATIONS

10.1 How to apply

Eligible investors (**Applicants**, and see further Section 10.3 (*Investor eligibility*)) may apply for Notes by submitting an Application Form that was attached to, or accompanied by, a copy of this IM, and providing the Application Payment.

Applications will only be considered where Applicants have applied pursuant to an Application Form submitted in accordance with Section 10.4 (*Submission of Application Forms*). The Issuer may in its sole discretion accept or reject an application. Applicants will be informed of the success of their application.

The targeted closing date is early June 2017. **The offer period may close early and so Applicants are encouraged to consider submitting their Application Forms as soon as possible.**

An Applicant cannot withdraw its Application Form once it has been lodged, except as permitted under the Corporations Act.

10.2 Subscription Amounts

The minimum Subscription Amount is \$50,000 in principal amount of the Notes. Investors may apply for additional Notes in multiples of 10 Notes (\$1,000 in principal amount) that minimum Subscription Amount.

10.3 Investor eligibility

An application for the issue of any Notes will only be accepted from, and Notes will only be issued to, an investor that is (1) a person to whom it is lawful to make an offer of the Notes, (2) a person 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, (3) not a 'retail client' as defined for the purposes of Chapter 7 of the Corporations Act, (4) an Australian resident who is not acquiring an interest in the Notes through a permanent establishment outside Australia, and (5) not located in the United States and not acting for the account or benefit of a U.S. Person.

In particular, each such **'wholesale investor'** must be able to demonstrate that they are either:

- a 'sophisticated investor' for the purposes of section 708(8)(c) of the Corporations Act by:
(a) acquiring Notes in the principal amount of A\$500,000 or more; or (b) providing a certificate given by a qualified accountant dated no more than two years before the offer is made confirming that the investor has (1) net assets of at least A\$2.5 million or (2) has a gross income for each of the last two financial years of at least A\$250,000 a year; or

- a 'professional investor' for the purpose of section 708(11) of the Corporations Act by either being (1) a person covered by the definition of 'professional investor' in section 9 of the Corporations Act (except a person mentioned in paragraph (e) of the definition) or (2) a person who controls gross assets of at least A\$10 million in accordance with section 708(11)(b) of the Corporations Act.

Subject to other restrictions set out in the SBB Deed Poll, Notes may only be transferred with the prior written consent of the Issuer, in whole denominations and to persons who comply with the investor eligibility requirements set out above.

10.4 Submission of Application Forms

Original completed Application Forms should be mailed to:

Newpin Qld SBB Trust
PO Box R1479
Royal Exchange NSW 1225

10.5 Application Payments

The Application Payment to be provided in connection with an application for any Notes is an amount equal to the Subscription Amount for the number of Notes identified by the Applicant in their Application Form.

10.6 Payment options

There are two options for payment of Application Payments: (1) by personal or bank cheque, and (2) by direct deposit, as described in Section 10.7 below.

Where funds are electronically transferred or deposited directly to the bank account, details of the deposit should accompany the Application Form. The Issuer will accept notice of electronic transfer of funds as if deposited and cleared.

Physical cash will not be accepted at any time.

10.7 Payment lodgement

1. Cheque payments

Cheques should be crossed 'Not negotiable' and made payable to 'One Registry Services Pty Ltd Applications Account' and mailed with the completed Application Form to:

Newpin Qld SBB Trust
PO Box R1479
Royal Exchange NSW 1225

2. Direct Deposit

Bank: St George
Name: 'One Registry Services Pty Ltd Applications Account'
BSB: 332 127
Account number: 554 262 774

10. APPLICATIONS (CONT.)

10.8 Application payments held by the Issuer

All Application Payments received before Notes are issued will be held in an account used for the purpose of depositing Application Payments received. The Registrar will be entitled to all interest earned on the monies held in the account. After the Notes are issued to successful Applicants, the Application Payments will be payable to the Issuer.

10.9 Refunds

Applicants who are not allotted any Notes, or are allotted fewer Notes than the number applied and paid for as a result of a scale back, will have all or some of their Application Payments (as applicable) refunded (without interest) as soon as practicable after the issue date.

10.10 Provision of TFN and/or ABN

Under the Application Form, Applicants may also provide details of their TFN and/or ABN should they wish to do so.

The collection and quotation of TFNs and ABNs is authorised, and TFN use and disclosure is strictly regulated, by tax laws and the Privacy Act.

Applicants are not required to provide their TFNs. However, the Issuer may be required to withhold tax from payments on the Notes where the investor has failed to provide their TFN, ABN or proof of relevant exemption.

10.11 Provision of bank account details

Under the Application Form, Applicants are also requested to provide bank account details. This nominated account will be used for the direct crediting of Coupon Payments, redemption payments and payments of other amounts. If this information is not provided under the Application Form, Applicants are encouraged to provide it to the Issuer as soon as possible thereafter. If a Noteholder has not notified the Issuer of an appropriate account by the close of business on the record date in respect of that payment or the credit of any money to the Noteholder's account does not complete for any reason, then the Issuer will pay the relevant amount by cheque delivered (at the risk of the Noteholder) to the postal address most recently notified. No interest is payable in respect of any delay in payment.

10.12 Privacy statement

In certain circumstances, the Issuer may be required or authorised by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), the Corporations Act (Cth), the Taxation Administration Act 1953 (Cth), the Income Tax Assessment Act 1396 (Cth) and other laws to collect certain personal information about Noteholders. If an Applicant does not provide the information required on the Application Form, or provides incomplete or inaccurate information, the Issuer may not be able to accept or process their application.

The Issuer and the Registrar may, for the purposes set out in this privacy statement, disclose personal information to the Registrar, the Trust Manager, related entities, agents, contractors and third party service providers (including mail houses and professional advisers) of the Issuer, the Registrar and the Trust Manager, regulatory authorities and in any case, where disclosure is required or allowed by law or where the Applicant has consented.

The Trust Deed requires the Issuer to include information about Noteholders (including name, address and details of the Notes held) in the register. The information contained in the register will be retained, even if an individual ceases to be a Noteholder. Information contained in the register is also used to facilitate and process payments (including Coupons) and corporate communications (including annual reports and other information that the Issuer or the Trust Manager wishes to communicate to Noteholders) and to help ensure compliance by the Issuer with legal and regulatory requirements.

A copy of the Issuer's privacy policy is available from newpinqlsbb@socialventures.com.au. The privacy policy states how the Issuer manages personal information and includes information about how a request to access and seek correction of the personal information held by the Issuer can be made. The privacy policy also contains information about how an Applicant can complain about a breach by the Issuer of the Privacy Act and how the Issuer will deal with such a complaint. Requests to access personal information, seek corrections to personal information or make a complaint can be made to the Issuer by emailing newpinqlsbb@socialventures.com.au or by mail at Level 6, 6 O'Connell Street, Sydney NSW 2000.

11. GLOSSARY

The following terms have these meanings when used in this IM, but subject to the meanings and interpretation as provided in the SBB Deed Poll or the Implementation Agreement (as applicable).

Aggregate Issue Amount The total of all Notes to be issued which is expected to be \$6,000,000.

Applicant An eligible investor who applies for any Notes, as more fully described in Section 10 (*Applications*).

Application Form An application form attached to this Information Memorandum.

Application Payment The amount to be paid by Applicants in making a valid application for any Notes, as more fully described in Section 10 (*Applications*).

Australian dollars, \$ or A\$ The lawful currency of Australia.

ASIC Australian Securities and Investments Commission.

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

Corporations Act Corporations Act 2001 (Cth).

Counterfactual The alternative scenario under which no Newpin Program services are provided by UCQ.

Counterfactual Reunification Rate The assumed proportion of children who are returned to the care of their families from OOHC under the Counterfactual scenario. This is initially fixed at 16.5% and may be changed following a Counterfactual Review.

Counterfactual Reunifications The number of reunifications that would have been expected in the Counterfactual scenario, based on the number of children in the Intervention Group and the Counterfactual Reunification Rate.

Counterfactual Review The review of the Counterfactual Reunification Rate that will take place in December 2019 and 2020.

Coupon Payment The annual coupon payments to be made by the Issuer to Noteholders.

Deemed Incremental Reunifications The number of additional Incremental Reunifications that are assumed to have occurred in the event that the number of families referred to the Newpin Program are below the Minimum Referrals.

Early Termination Any circumstance in which the Implementation Agreement is terminated prior to the Maturity Date.

Early Termination Payment The amount payable by the State to UCQ in the event of an Early Termination.

Financial Close The date upon which UCQ draws down the Principal amount under the Loan Deed.

Financial Model The financial model agreed by the Issuer, the State and UCQ detailing the projected outcomes of the program.

Fixed Interest Payments An Interest Payment determined using a fixed effective rate of 2% per annum and payable on each of Interest Payment Dates 1-6.

GST Goods and Services Tax.

IM This Information Memorandum. References herein to 'IM' are to this IM and any other document incorporated by reference and to any of them individually.

Incremental Reunifications The number of reunifications achieved amongst Intervention Group children over and above the Counterfactual Reunifications.

Independent Certifier An independent organisation that is appointed to determine the outcomes achieved by the Newpin Program and calculate the payments to be made under the Implementation Agreement.

Intervention Group All eligible children in eligible families that have been referred to the Newpin Program.

Interest Payment The amount payable by UCQ to the Issuer on each of the Interest Payment Dates.

Interest Payment Date 30 September each year from 2018 to 2024.

Management Deed Master Management Deed (SVA Impact Investments) dated 9 January 2017 between SVA Nominees Pty Ltd (ACN 616 235 753) and Social Ventures Australia Limited (ACN 100 487 572).

Maturity Date 30 September 2024.

Measurement Date Each date on which the number of Incremental Reunifications achieved is to be determined, being 30 June each year from 2020 to 2024.

Minimal Referrals The lesser of the number of referrals requested by UCQ each year for each Newpin Centre and a figure of either 22 (in the first year a centre is operational) or 15 (in each subsequent year).

11. GLOSSARY (CONT.)

Minimum Subscription Amount \$50,000.

Newpin Program or Program The services delivered by UCQ under the Implementation Agreement.

Note Conditions For a Note, the terms and conditions applicable to that Note as set out in the SBB Deed Poll, as amended, supplemented, modified, completed or replaced by the Note Issue Supplement.

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

Outcome Payments Payments from the State to UCQ based on the number of Incremental Reunifications and Deemed Incremental Reunifications achieved by the Newpin Program.

Performance Interest Payment The variable interest amount described under Section 7.2 (*Interest Payments under the Loan Deed*).

Preparation Date In relation to this IM, the date indicated on its face or, if this IM has been amended, or supplemented, the date indicated on the face of that amendment or supplement and, in relation to any other item of information which is to be read in conjunction with this IM, the date indicated on its face as being its date of release or effectiveness.

Principal The amount lent to UCQ under the Loan Deed.

Principal Repayment Principal repaid on the Maturity Date or on early repayment under the terms of the Loan Deed.

Privacy Act Privacy Act 1988 (Cth).

Projected Reunifications As at an Early Termination Date, the number of Reunifications deemed to be expected to arise amongst Intervention Group children that have not reached their 18 month assessment milestone on or before that Early Termination Date.

Purchase Terms The terms and conditions for the purchase of Notes as provided under the Purchase Deed (including the Application Form) and this IM.

Registrar One Registry Services Pty Ltd (ABN 69 141 757 360).

Relevant Parties The Trust Manager, UCQ and any person other than the Issuer acting as an agent from time to time, and 'Relevant Party' means any of them, as the context admits.

SBB or SIB Social Benefit Bond or Social Impact Bond.

Standing Charge An amount of \$6 million paid by the State to UCQ in four equal annual instalments being a prepayment to be used for working capital in the establishment and operation of the Newpin Program.

State Queensland Government acting through the Queensland Treasury (including all departments, agencies, and other State bodies and personnel).

State Payments The aggregate of the Standing Charge and Outcome Payments made by the State to UCQ under the Implementation Agreement.

Subscription Amount The value of Notes issued to an investor.

SVA Social Ventures Australia Limited (ACN 100 487 572).

Trust The Newpin Qld SBB Trust (ABN 85 319 885 266).

Trust Assets All the Issuer's rights, property and undertaking which are the subject of the Trust.

Trust Deed Master Trust Deed (SVA Impact Investments) dated 9 January 2017 between SVA Nominees Pty Ltd, Social Ventures Australia Limited (as Trust Manager) and the Settlor named therein, together with the Notice of Creation of Trust dated 27 March 2017 made by the Issuer.

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

U.S. Person Has the meaning given to that term in Rule 902(k) under the U.S. Securities Act.

U.S. Securities Act United States Securities Act of 1933.



Deloitte Touche Tohmatsu
ABN 74 460 121 060

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Independent Auditor's Report to the Board of UnitingCare Queensland acting through The Uniting Church in Australia – Queensland Synod, UnitingCare Queensland

We have audited the accompanying financial report of The Uniting Church in Australia – Queensland Synod, UnitingCare Queensland (the "entity"), which comprises the consolidated statement of financial position as at 30 June 2016, the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of cash flows and the consolidated statement of changes in funds for the year ended on that date, notes comprising a summary of significant accounting policies and other explanatory information, and the Board of UnitingCare Queensland's (the "Board") declaration of the consolidated entity, comprising the entity and the entities it controlled at the year's end or from time to time during the financial year as set out on pages 1 to 54.

The Board's Responsibility for the Financial Report

The Board of the entity is responsible for the preparation of the financial report that gives a true and fair view in accordance with Australian Accounting Standards and the *Australian Charities and Not-for-profits Commission Act 2012 (Cth)* (the ACNC Act) and for such internal control as the Board determines is necessary to enable the preparation of the financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial report based on our audit. We conducted our audit in accordance with Australian Auditing Standards. Those standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control, relevant to the entity's preparation of the financial report that gives a true and fair view, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the Board, as well as evaluating the overall presentation of the financial report.

APPENDIX: UNITINGCARE QUEENSLAND SUMMARY FINANCIAL STATEMENTS (CONT.)

Deloitte.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial report of The Uniting Church in Australia – Queensland Synod, UnitingCare Queensland is in accordance with Division 60 of the ACNC Act, including:

- (a) giving a true and fair view of the consolidated entity's financial position as at 30 June 2016 and of its performance and cash flows for the year ended on that date; and
- (b) complying with Australian Accounting Standards and Division 60 of the *Australian Charities and Not-for-profits Commission Regulation 2013*.

Deloitte Touche Tohmatsu
DELOITTE TOUCHE TOHMATSU



R. G. Sanyal
Partner
Chartered Accountants
Brisbane, 4 October 2016

APPENDIX : UNITINGCARE QUEENSLAND SUMMARY FINANCIAL STATEMENTS (CONT.)

UnitingCare Queensland Summary Statement of Comprehensive Income for year ended 30 June 2016 (\$m)

	Year ended 30 June 2016	Year ended 30 June 2015
Total Revenue	1,521.6	1,522.7
Expenses	(1,513.4)	(1,483.4)
Surplus for the Year	8.8	41.0
Other Comprehensive Income	6.9	13.3
Total Comprehensive Income for the Year	15.7	54.3

UnitingCare Queensland Summary Statement of Financial Position as at 30 June 2016 (\$m)

	Year ended 30 June 2016	Year ended 30 June 2015
Current Assets	712.8	623.0
Non-Current Assets	1,134.3	1,143.0
Total Assets	1,847.1	1,766.0
Current Liabilities	653.8	564.7
Non-Current Liabilities	247.4	270.9
Total Liabilities	901.1	835.7
Net Assets	946.0	930.3
Total Funds	946.0	930.3



APPLICATION FORM

Social Ventures Australia Limited (ACN 100 487 572, AFSL 428865) (**Trust Manager**) has offered to arrange for the issue by SVA Nominees Pty Ltd (ACN 616 235 753) (the **Issuer**) in its capacity as trustee for the Newpin Qld SBB Trust (the **Trust**) of limited recourse Newpin Qld Social Benefit Bonds (the **Newpin Qld SBBs or Notes**), as described in the Information Memorandum (**IM**) dated 24 April 2017 prepared by the Issuer. This Application Form is an application for the issue of the Notes.

This Application Form is supplemental to, and forms part of, the Newpin Qld SBB Purchase Deed dated on or about 24 April 2017 made by the Issuer and the Trust Manager (the **Purchase Deed**). It must not be distributed unless included in, or accompanied by, the Purchase Deed and/or the IM.

This Application Form, the Purchase Deed and the IM (including materials incorporated by reference therein) are important and you should read them in their entirety. In considering whether to apply for the Notes, it is important that you consider all risks and other information regarding an investment in Notes in light of your particular investment objectives and circumstances. It is strongly recommended that investors seek professional guidance which takes into account their particular investment objectives and circumstances from their own professional advisers.

Instructions on how to complete this Application Form are set out below. Capitalised terms in this Application Form have the meaning given to them in the Purchase Deed and/or the IM.

Important: The terms of the Notes are more complex than simple debt or ordinary equity instruments.

Step 1

Total number of Notes to be applied for

Enter the total number of Notes you wish to apply for. The application must be for a minimum of 500 Notes (\$50,000). Applications for greater than 500 Notes must be in multiples of 10 Notes (\$1,000).

Enter the amount of the Application Payment. To calculate this amount, multiply the total number of Notes applied for by the Price (or face value) of each Note which is \$100.

Step 2

Applicant name(s) and details

Enter the full name(s) you wish to appear on the register. This must be either your own name or the name of a company. Up to two joint Applicants may register. You should refer to the table overleaf for the correct forms of registrable title(s). Applications using the wrong form of names may be rejected. Enter your email and postal address for all correspondence. All communications to you from the Registrar will be mailed to the person(s) and address as shown. For joint Applicants, only one email and/or postal address can be entered.

Enter your contact name and telephone number. This information may be used to communicate other matters to you subject to the privacy statement set out in Section 10.11 (*Privacy Statement*) of the IM. This is not compulsory but will assist us if we need to contact you.

You may choose to enter details of the account into which payments to you in respect of the Notes are to be made. If this information is not provided under the Application Form, Applicants are encouraged to provide it to the Issuer as soon as possible thereafter. You may also wish to provide an applicable Australian Business Number and/or Australian Tax File Number.

Step 3

Application Payment

Your Application Payment can be made by (1) bank or personal cheque, or (2) by direct debit to the following account:

Bank: St George

Name: 'One Registry Services Pty Ltd Applications Account'

BSB: 332 127

Account number: 554 262 774

Application Payments must be made in accordance with the terms specified in Section 10 (*Applications*) of the IM. Any application made without the full amount of the Application Payment will not be accepted.

Step 4

Lodgement of Application Form

Completed Application Forms should be mailed to:

Newpin Qld SBB Trust

PO Box R1479

Royal Exchange NSW 1225

Please direct all enquiries related to your application to sva@oneregistryservices.com.au or phone (02) 8188 1510.

NEWPIN QLD APPLICATION FORM

Completed application forms should be mailed to:

Newpin Qld SBB 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 (the number of Notes applied for multiplied by the Price per Note)
Notes	\$100	\$.00

Please tick the box below to advise how your payment will be made

Payment by cheque

Electronic Funds Transfer (EFT)

(Please complete your bank account details on the following page and provide a clear reference for EFT funds below.)

Reference No. *(if Application Payment made by EFT)*

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
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CORRESPONDENCE DETAILS: POSTAL ADDRESS AND EMAIL

Unit	Street number	Street name or PO Box
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Street name or PO Box (continued)

City/Suburb/Town	State	Postcode
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Email

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 have attached 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/newpin-qld-sbb.

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 11.12 (*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.

Name of Applicant 1

Signature of Applicant 1

Date

Name of Applicant 2

Signature of Applicant 2

Date

Completed application forms should be mailed to:

Newpin Qld SBB 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 – Use given name(s) in full, not initials	Mr John Alfred Smith	J.A. Smith
Joint – Use given name(s) in full, not initials	Mr John Alfred Smith & Mrs Janet Marie Smith	John Alfred & Janet Marie Smith
Company – Use company title, not abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts – 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 – 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) – Use the name of a responsible adult with an appropriate designation	Mr John Alfred Smith <Peter Smith A/C>	Peter Smith
Partnerships – 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 – 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 – Use the name of 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

DIRECTORY

Issuer

SVA Nominees Pty Ltd ATF Newpin Qld SBB Trust
ABN 85 319 885 266
Level 6, 6 O'Connell St, Sydney NSW 2000
02 8004 6740

Manager

Social Ventures Australia Limited
ABN 94 100 487 572
AFSL 428 865
Level 6, 6 O'Connell St, Sydney NSW 2000
02 8004 6740
newpinqlsbb@socialventures.com.au
socialventures.com.au

Legal Advisers to the Issuer

Allen & Overy
25/85 Castlereagh St, Sydney NSW 2000
02 9373 7700

Auditors

Ernst & Young
200 George St, Sydney NSW 2000
02 9248 5555

Photographs:

Front cover, p12, p21, p32, p35, back cover: UnitingCare Queensland clients. Photos: UnitingCare Queensland.
P2, p17, p18, p43: Newpin NSW clients. Photos: True Pictures.



Social Ventures Australia
Funding • Investment • Advice



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