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Suncorp Bank (Norfina Limited) (ABN 66 010 831 722) ("Suncorp Bank")

# Term Sheet APOLLO Series 2025-1 Trust

# A\$1,500,000,000 Prime Residential Mortgage-Backed Securities

#### **Class A Notes**

A\$1,380,000,000 S&P AAA(sf) \ Moody's Aaa(sf)

#### **Class AB Notes**

A\$60,000,000 S&P AAA(sf) \ Moody's Aaa(sf)

#### **Class B Notes**

A\$25,500,000 S&P AA(sf) \ --

#### **Class C Notes**

A\$15,000,000 S&P A(sf) \ --

# Class D Notes

A\$7,500,000 S&P BBB(sf) \ --

#### **Class E Notes**

A\$6,000,000 S&P BB(sf) \ --

#### **Class F Notes**

A\$6,000,000 -- / --

#### Arranger, Lead Manager and Book-Runner

Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) ("ANZ")

#### **Co-Managers**

The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch (ABN 65 117 925 970) ("HSBC")

ING Bank N.V., Singapore Branch (ARBN 080 178 196; AFSL 234557) ("ING")

All investors are advised to carefully read the **Disclaimer** of this Term Sheet before considering any investment.





# **Summary of Notes at Issue**

**Pricing Date** February 19<sup>th</sup> 2025 Issue Date March 4<sup>th</sup> 2025

Note Class	Issuance Amount (A\$)	Expected Ratings (S&P/Moody's)	Advance Rate	Initial Credit Enhancement	Indicative S&P/Moody's Required CE (at Issue Date)	1M BBSW + Margin	Modelled WAL (Year) <sup>1</sup>	Refinance Date <sup>6</sup>	Final Maturity Date
Α	1,380,000,000	AAA(sf) / Aaa(sf)	92.00%	8.00%²	4.00%4 / 3.00%4	0.90%	3.1	Mar-32	Jul-56
AB	60,000,000	AAA(sf) / Aaa(sf)	4.00%	4.00%³	3.63%5 / 3.00%4	1.30%	5.7		Jul-56
В	25,500,000	AA(sf) / NR	1.70%	2.30% <sup>3</sup>	2.11% <sup>5</sup> /	1.45%	5.7		Jul-56
С	15,000,000	A(sf) / NR	1.00%	1.30% 3	1.11%5/	1.60%	5.7		Jul-56
D	7,500,000	BBB(sf) / NR	0.50%	0.80% 3	0.71%5/	1.75%	5.7		Jul-56
E	6,000,000	BB(sf) / NR	0.40%	0.40%3	0.33% <sup>5</sup> /	3.90%	5.7		Jul-56
F	6,000,000	NR / NR	0.40%		/	5.20%	5.7		Jul-56
Total	1,500,000,000								

- The modelled Weighted Average Life ("WAL") at the Issue Date assumes a portfolio CPR of 22%, no defaults, no arrears, no principal draws, the Pro-rata Conditions are satisfied at the first possible date, the Class A Notes are refinanced at the Class A Refinancing Date and that the Notes are repaid on the first possible Clean-Up Date and no Further Advances are made by the Trust.
- Is above the LMI independent required credit enhancement ("CE") by S&P and Moody's respectively as at the Issue Date based on the A\$750m launch pool as at the Cut-Off Date.
- Is above the LMI dependent required CE by S&P and Moody's with at least one notch downgrade protection as at the Issue Date based on the A\$750m launch pool as at the Cut-Off Date
- 4 Is the LMI independent required CE by S&P and Moody's as at the Issue Date based on the A\$750m launch pool as at the cut-off date.
- Is the LMI dependent required CE by S&P and Moody's with at least one notch downgrade protection as at the Issue Date based on the A\$750m launch pool as at the Cut-Off Date
- <sup>6</sup> Subject to the Class A Notes being refinanced by the Class A-R Notes on the Class A Refinancing Date.

Bloomberg Code	APLLO 25-1 Mtge <go></go>
INTEX Code	APOL2501

#### Disclaimer

The information contained in this document is preliminary and is for discussions only and will be superseded by the final offering document relating to the securities described in this document ("Notes") and the underlying transaction documents referred to in it. Any decision to invest in the Notes should be made after reviewing such final offering document and the underlying transaction documents referred to in it and after conducting such investigations as the investor deems necessary and consulting the investor's own legal, account and tax advisors in order to make an independent determination of the suitability and consequences of such decision to invest in the Notes. None of the Arranger, the Lead Manager, the Co-Managers or any of their respective Related Entities (as defined in the disclaimer at the end of this document) have any responsibility to or liability for and do not owe any duty to any person who purchases or intends to purchase Notes in respect of this transaction. The Arranger and Lead Manager do not intend to make any offer or enter into a commitment of any kind to arrange or underwrite any form of financing and this document is not, in any jurisdiction, a recommendation, invitation, offer or solicitation or inducement to buy or sell any financial instrument or product, or to engage in or refrain from engaging in any such transaction. This document does not create any legally binding obligations on the Arranger and Lead Manager or their respective affiliates. Please also read the disclaimer at the end of this document.



Transaction Parties	
Trust	APOLLO Series 2025-1 Trust (the " <b>Trust</b> ")
Issuer and Trustee	Perpetual Trustee Company Limited (ABN 42 000 001 007) as trustee for the Trust
Security Trustee	P.T. Limited (ABN 67 004 454 666)
Seller, Servicer, Custodian	Suncorp Bank (Norfina Limited) (ABN 66 010 831 722) ("Suncorp Bank")
Manager	SME Management Pty Ltd (ABN 21 084 490 166)
Basis & Fixed Rate Swap Provider	Suncorp Bank
Liquidity Facility & Redraw Facility Provider	Suncorp Bank
Liquidity Reserve Loan Provider	Suncorp Bank
Rating Agencies	S&P Global Ratings Australia Pty Ltd (ABN 62 007 324 852) ("S&P")  Moody's Investors Service Pty Ltd (ABN 61 003 399 657) ("Moody's")
Lenders' Mortgage Insurers ("LMI")	QBE Lenders' Mortgage Insurance Limited (ABN 70 000 511 071) ("QBE LMI")
Arranger, Lead Manager & Bookrunner	Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) ("ANZ")
Co-Managers	The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch (ABN 65 117 925 970) ("HSBC")  ING Bank N.V., Singapore Branch (ARBN 080 178 196; AFSL 234557) ("ING")

Key Dates	
Launch Date	17 February 2025
Pricing Date	19 February 2025
Closing Date	4 March 2025
First Distribution Date	The Distribution Date in April 2025
Final Maturity Date	means in relation to all Notes, the Distribution Date in July 2056

Notes & Structural Features				
Notes	The Notes are secured, pass-through, floating rate debt securities (Notes). The Notes are divided into 7 classes: the Class A Notes (or Class A-R as the case might be), the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.			
Currency	The Notes will be issued in Australian Dollars ("AUD") only.			
<b>Determination Date</b>	The date which is 3 Business Days before each Distribution Date.			
Distribution Date	Means the 13th day of each month (or if such a day is not a Business Day, the next Business Day).			



Notes & Structural Features	
Record Date	The date which is 3 Business Days before each Distribution Date.
Cut-Off Date	Means the following:  a) For the A\$750m launch pool, 9 December 2024  b) For the A\$1,500m pool, to be assigned on 20 February 2025
Issue Price	At par.
Coupon Period	Coupon Periods for the Notes will be monthly on the Distribution Date (or, if not a Business Day, on the next Business Day).  The first Coupon Period commences on (and includes) the Issue Date (in respect to all Notes except the Class A-R Notes) or the Class A-R Issue Date and ends on (but excludes) the next Distribution Date. Subsequent Coupon Periods commence on (and includes) a Distribution Date and end on (but excludes) the next Distribution Date.
Coupon Rate	One-month BBSW as set on each Coupon Period plus the Applicable Margin. BBSW is subject to BBSW fallback language – please see the Information Memorandum for further detail.  An interpolated rate may apply for the first Coupon Period.  The Coupon on each Note is payable in arrears on each Distribution Date. Each Note accrues interest from (and including) its Issue Date and ceases to accrue interest from (and including) the earlier of the date on which the Stated Amount of the Note is reduced to zero and all accrued interest in respect of the Note is paid in full and the final Distribution Date on termination of the Trust.  Interest on each Note for a Coupon Period accrues on a daily basis:  (i) for the Class A Notes, A-R Notes and AB Notes, on the Invested Amount; and (ii) for the Class B Notes, C Notes, D Notes, E Notes and F Notes the Stated Amount.
Applicable Margin	The Margin for each Note as set out in the Issue Summary table in page 1 above.
Step-Up Margin	The Applicable Margin on the Class A Notes will increase by 0.25% p.a. if the Class A Notes are not refinanced by the Class A-R Notes on the Class A Refinancing Date. The Applicable Margin for the Class A-R Notes and Class AB Notes will increase by 0.25% from the Step-Up Date (any Distribution Date occurring on which the aggregate principal outstanding on the Mortgage Loans, as a percentage of the aggregate principal outstanding on the Mortgage Loans at the Cut-Off Date, is at or below 10%.
Class A-R Notes	The Manager has the right to refinance all, but not some only, of the Class A Notes on any Distribution Date occurring on or after the Distribution Date in March 2032 by applying the proceeds of issue of any Class A-R Notes. Please refer to the Information Memorandum for full details.  Prior to the Class A Notes Refinance Date or any subsequent Distribution Date, the Trust Manager may seek to market floating rate, pass-through securities (the Class A-R Notes).  If the Manager is successful in placing those Class A-R Notes, the existing Class A Note investors will be fully repaid at the time of refinancing via proceeds from the new Note issuance. The Margin which must be less or equal to 1.40% per annum and the Manager must reasonably satisfied will not result in a reduction, qualification or withdrawal of any of the ratings then assigned by each Rating Agency to the Class A Notes on the Class A-R Issue Date.  If the Manager is unsuccessful in placing the Class A-R Notes, the Step-Up Margin will apply.  The Trustee (at the direction of the Manager) must give the Class A Noteholders at least 5 Business Days' notice of the proposed redemption of the Class A Notes.
Class A Refinancing Date	The Distribution Date in March 2032.
Class A-R Issue Date	The Distribution Date on which the Class A-R Notes are issued.



Notes & Structural Features						
Call Option Date	Any Distribution Date occurring after the end of a Monthly Period on which the aggregate principal outstanding on the Mortgage Loans, as a percentage of the aggregate principal outstanding on the Mortgage Loans at the Cut-Off Date, is at or below 10%.					
	Noteholders, redeem all th	The Trustee may, at the direction of the Manager and on giving 5 Business Days' notice to the Noteholders, redeem all the Notes by repaying the then Invested Amount of the Notes together with the Coupon payable on the Notes on any Distribution Date falling on or after the Call Option Date.				
Business Day Convention	Next Business Day.					
Business Day		A day (not being a Saturday, Sunday, or a public holiday) on which banks are open for general banking business in Sydney and Brisbane.				
Day Count	Actual/365.					
Substitution Period	There will be no substitution	on period (closed pool).				
Clearing System	Austraclear, Euroclear					
ISIN / Common Codes	Note	ISIN	Common Codes			
	Class A Notes	AU3FN0095345	299596982			
	Class AB Notes	AU3FN0095352	299597008			
	Class B Notes	AU3FN0095360	299597016			
	Class C Notes	AU3FN0095378	299597024			
	Class D Notes	AU3FN0095386	299597032			
	Class E Notes	AU3FN0095394	299597059			
	Class F Notes	AU3FN0095402	299597067			
Denominations	Each Note has a denomina of A\$500,000.	Each Note has a denomination of A\$1,000. The Notes will be issued in Australia in minimum parcels of A\$500,000.				
Offered Notes		The Class A Notes, the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.				
Selling Restrictions	Please refer to the Inform	Please refer to the Information Memorandum for full details of Selling Restrictions.				
Withholding Tax	The Notes (other than the Class A-R Notes) are intended to be issued in a manner which will satisfy the public offer test in section 128F of the Australian Tax Act. The Class A-R Notes will be issued in a manner to satisfy that public offer test if the Manager so decides.					
Listing	The Manager is not intend	The Manager is not intending to list the Notes on any exchange.				
Repo Eligibility	The Manager will make an application to the Reserve Bank of Australia ("RBA") for the Class A Notes and Class AB Notes to be "eligible securities" for the purposes of repurchase agreements with the RBA.					



Notes & Structural Features	
European Securitisation Regulation  – Risk Retention	With reference to EU Regulation 2017/2402 (as amended) (the "EU Securitisation Regulation"), Suncorp Bank (as original lender) undertakes to retain, in respect of this transaction, on an ongoing basis a material net economic interest of not less than 5% in accordance with Article 6(1) of the EU Securitisation Regulation, as in effect on the Issue Date (the "EU Retention"). This net economic interest will not be subject to any credit risk mitigation, any short positions or any other hedge (except to the extent permitted by the Risk Retention Rules).  Suncorp Bank will undertake to use reasonable endeavours to make available certain reports, documentation and information to investors by reference to Article 7(1) of the EU Securitisation Regulation including (i) loan level data, (ii) materially relevant data on the credit quality and performance of the Mortgage Loans, (iii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, (iv) information about the risk in the transaction that is retained by Suncorp Bank, and (v) information on other significant events such as transaction breaches and amendments.
UK Securitisation Regulation – Risk Retention	With reference to EU Securitisation Regulation as retained under domestic laws of the UK as "retained EU law", by operation of the European Union (Withdrawal) Act 2018 (as amended) the ("UK Securitisation Regulation"), Suncorp Bank (as original lender) undertakes to retain, in respect of this transaction, on an ongoing basis a material net economic interest of not less than 5% in accordance with Article 6(1) of the UK Securitisation Regulation, as in effect on the Issue Date (the "UK Retention").
Japanese Capital Requirements -	With reference to the Japanese Risk Retention Rule published by the Japanese Financial Services

Other than as set out above, none of the Lead Manager, the Trust, Suncorp Bank, the Trust Manager, the Trustee and each of their affiliates (together, "relevant parties") is seeking for the Notes to comply with the EU Securitisation Regulation, the UK Securitisation Regulation or the Japanese Due Diligence and Retention Rules. There is no direct regulatory obligation on the relevant parties to comply with the EU Securitisation Regulation, the UK Securitisation Regulation or the Japanese Due Diligence and Retention Rules. None of relevant parties is representing that the Notes complies with the EU Securitisation Regulation, the UK Securitisation Regulation or the Japanese Due Diligence and Retention Rules and any such compliance required is for each Noteholder to determine. The entry into the undertakings referred to above is not a confirmation that the relevant parties are attempting to comply with the EU Securitisation Regulation, the UK Securitisation Regulation or the Japanese Due Diligence and Retention Rules.

Agency (JFSA) on 15 March 2019 in relation to regulatory capital requirements with respect to the investment by certain Japanese financial institutions in securitisations (the "Japanese Due Diligence and Retention Rule"), Suncorp Bank (as an "originator") will retain, in respect of this transaction, a material net economic interest of not less than 5% in accordance with the undertakings referred to

above.

**Risk Retention** 

Prospective investors should make their own independent assessment (1) of whether Suncorp Bank's retention complies with the EU Securitisation Regulation, the UK Securitisation Regulation or the Japanese Due Diligence and Retention Rules and (2) as to the sufficiency of the information described in the Information Memorandum.

Mortgage Loans & Support Facilities		
Mortgage Loans	Australian prime, full documentation, first ranking residential mortgage loans (and where a second ranking mortgage is held, the Trust also holds the first ranking residential mortgage loan) originated and serviced by Suncorp Bank.	
<b>Monthly Period</b>	Each of the following periods:	
(Collections Period)	a) the first Monthly Period commences on (and includes) the first Cut-Off Date and ends on (and includes) the last day of the calendar month immediately before the first Distribution Date;	
	b) subject to paragraph (c), each subsequent Monthly Period commences on (and includes) the first day of the calendar month and ends on (and includes) the last day of the calendar month; and	



Mortgage Loans & Support Facilities		
	c) the final Monthly Period ends immediately prior to the Termination Payment Date for the Trust.	
Redraws and Permitted Further Advances	<ul> <li>The Seller may, in its discretion and subject to its credit review process, provide:</li> <li>i) redraw to a mortgagor who has prepaid the principal amount outstanding under its Mortgage Loan ahead of its scheduled balance ("Redraws"); and</li> <li>ii) further advances to a mortgagor which leads to an increase in the scheduled balance of the Mortgage Loan by more than 1 scheduled monthly instalment ("Permitted Further Advances").</li> <li>The Redraw Facility is made available to the Trustee by the Redraw Facility Provider to help fund the reimbursement of Redraws and Permitted Further Advances made by the Seller where the Total Principal Collections for a Monthly Period are insufficient to reimburse the Seller for such Redraws and Permitted</li> </ul>	
Redraw Facility & Limit	Further Advances.  The Issuer has entered into a facility for the purpose of funding applications for redraws and Permitted Further Advances which have not otherwise been funded through principal collections.  The Redraw Facility Limit, is an amount equal to the lesser of:  (i) the Redraw Shortfall less the amount of any redraw in respect of a Mortgage Loan which was not a Performing Loan at the time the redraw was made; and  (ii) the greater of:  (A) 0.5% of the outstanding principal balance of all Performing Loans at that time; and  (B) A\$1,500,000  which may be reduced on any Determination Date provided that certain conditions (including notifying the Rating Agencies) are satisfied.	
Hedge Provider	If fully utilised and Principal Collections are insufficient to reimburse Redraws and Permitted Further Advances, the Seller will be funding on an unsecured basis.  The Hedge Provider collectively refers to each of the Fixed Rate Swap Provider and the Basis Swap Provider.	
Basis Swap	The Hedge Provider will provide the Basis Swap to the Trustee to hedge the interest rate mismatch between the variable rate Mortgage Loans and the floating Coupon Rate payable on the Notes. Under the Basis Swap, the Trustee will pay to the Hedge Provider Date the Variable Finance Charges for the period ending on that Distribution Date.  The Hedge Provider will in turn pay to the Trustee on each Distribution Date an amount calculated by reference to the 1M BBSW plus a margin based on the principal amount outstanding on the Mortgage Loans (excluding those being charged a fixed rate of interest) as at the beginning of the Monthly Period.  The Servicer may otherwise ensure that the variable rate on the Mortgage Loans is at least equal to the Threshold Mortgage Rate or enter such other arrangements, satisfactory to the Manager and in respect of which the Manager has given prior written notice to the Rating Agencies.  Please refer to the Information Memorandum for full details.	
Fixed Rate Swap	The Hedge Provider will provide the Fixed Rate Swap to the Trustee to hedge the interest rate mismatch between the fixed rate Mortgage Loans and the floating Coupon Rate payable on the Notes.  Under the Fixed Rate Swap, the Trustee will pay to the Hedge Provider all amounts of interest and charges received in connection with fixed rate Mortgage Loans and receive from the Fixed Rate Swap Provider an amount calculated by reference to the aggregate of the principal amount outstanding on all fixed rate Mortgage Loans and applying to it a rate equal to the sum of 1M BBSW, weighted average margin of all Notes and a fixed margin.  Please refer to the Information Memorandum for full details.	



# **Liquidity Support**

#### **Liquidity Support**

If the Manager calculates on any Determination Date that there is insufficient Investor Revenues for the relevant Monthly Period to meet Total Expenses (such insufficiency being a **Liquidity Shortfall**), the Manager must direct the Trustee to do the following, in order of application (for full description of 'Total Investor Revenues' refer to the Information Memorandum):

a)	Excess Revenue Reserve Draw Total Expenses (Liquidity Shortfall First)	Withdraw from the Excess Revenue Reserve (if any balance), an amount equal to the lesser of the Liquidity Shortfall and the balance of the Excess Revenue Reserve, then apply that amount as part of Total Investor Revenues. on that Distribution Date.		
b)	Principal Draw (Liquidity Shortfall Second)	Reallocate from available Principal Collections and apply as Total Investor Revenues the amount by which the Total Expenses exceed Investor Revenues and Excess Revenue Reserve Draw Total Expenses (called a Liquidity Shortfall Second) to the extent available (being a Principal Draw).		
c)	<b>Liquidity Draw</b> (Liquidity Shortfall Third)	Draw under the Liquidity Facility the amount (if any) by which the Total Expenses exceed Investor Revenues; Excess Revenue Reserve Draw Total Expenses and Principal Draw (such a deficit being called a <b>Liquidity Shortfall Third</b> ) then apply from the Liquidity Facility, an amount equal to the Liquidity Shortfall Third (a " <b>Liquidity Facility Draw</b> ").		
d)	Threshold Mortgage Rate	Threshold Mortgage Rate at any given time means the aggregate of:		
		(a) the minimum rate of interest per annum that must be set on all Mortgage Loans (where permitted under the Mortgage Loan Documents) which will be sufficient when aggregated with the income produced by the rate of interest on all other Mortgage Loans, to ensure that the Trustee will have available to it sufficient Finance Charges to enable it to meet Total Expenses as they fall due; and		
		(b) 0.25%.		
Liqu e)	uidity Reserve (Extraordinary Expenses)	The Liquidity Reserve is available to meet any Extraordinary Expenses incurred by the Trust. The Trustee may draw on the Liquidity Reserve to the extent available.		
		Prior to the Issue Date, the Liquidity Reserve Loan Provider must deposit an amount equal to A\$150,000 (the "Liquidity Reserve Target Balance") into the Liquidity Reserve Account, which will form the Liquidity Reserve.		

#### **Excess Revenue Reserve**

The Excess Revenue Reserve will have a nil balance on the Issue Date.

If an excess Revenue Reserve Trigger Event occurs all Excess Investor Revenues (see 'Application of Total Investor Revenues' below will be deposited into the Excess Revenue Reserve.

#### **Application of the Excess Revenue Reserve**

Only in the following circumstances:

- (i) on any Distribution Date:
  - (A) (Excess Revenue Reserve Draw Total Expenses) to meet a Liquidity Shortfall First; and
  - (B) (Excess Revenue Reserve Draw Defaulted Amount) second, as part of Total Principal Collections for use as an Excess Revenue Reserve Draw Defaulted Amount to reimburse Unreimbursed Principal Draws, any Defaulted Amount and unreimbursed Charge-Offs;
- (ii) as part of Total Investor Revenues on the Maturity Date or any earlier date.

The obligation of the Trustee to apply is limited to the balance of the Excess Revenue Reserve (if any).



Liquidity Support				
Excess Revenue Reserve Maximum Amount	<ul> <li>(i) prior to the first Call Option Date if an Excess Revenue Reserve Trigger Event has occurred, 0.20% of the aggregate Initial Invested Amount of the Notes (other than the Class A-R Notes); or otherwise, zero;</li> <li>(ii) on or after the first Call Option Date, infinity; and</li> <li>(iii) on the Maturity Date, zero.</li> </ul>			
Excess Revenue Reserve Trigger Event	If prior to the Call Option Date:  (i) the Arrears Ratio as at the immediately preceding Determination Date is greater than 4%; (ii) a Servicer Default occurs; or (iii) on the Distribution Date and each of the immediately two preceding Distribution Dates the Stated Amount of the Class F Notes is less than the Invested Amount.			
Arrears Ratio	On a Determination Date, the proportion of the aggregate principal amount outstanding of Mortgage Loans which are in arrears by 60 days or more as at the last day of the immediately preceding Monthly Period to the aggregate principal amount outstanding of all Mortgage Loans as at the immediately preceding Monthly Period expressed as a percentage. Arrears Ratio (4-month average) the 4-month rolling average of the Arrears Ratios calculated in respect of the Monthly Period immediately preceding 3 Monthly Periods (or, if less than 3, the actual number of Monthly Periods)			
Liquidity Facility	If on any Distribution Date the amount of Total Expenses exceeds Investor Revenues, the amount of any Excess Revenue Reserve Draw Total Expenses and the amount of any Principal Draw, the Trustee will drawdown under the Liquidity Facility, to the extent available, an amount equal to the remaining liquidity shortfall ("Liquidity Shortfall Third").  Liquidity Facility Limit			
	Liquidity Facility Limit means the greater of:			
	<ul> <li>(i) 0.80% of the aggregate principal outstanding balance of the performing Mortgage Loans at that time; and</li> <li>(ii) 0.08% of the aggregate principal outstanding balance of the performing Mortgage Loans at the Issue Date.</li> </ul>			



# Credit Support - Unreimbursed Principal Draws, Defaulted Amount & Charge-Offs Support Features

# **Unreimbursed Principal Draws, Defaulted Amount Insufficiency & Charge-Offs** Support

The Notes benefit from the following Defaulted Amount Insufficiency and Charge-Off support in the following order of application:

(1)	Lenders Mortgage Insurance	All Classes of Notes will benefit from any Lenders' Mortgage Insurance (where applicable).
(2)	Excess Spread	Application of Total Investor Revenues items (I), (m) and (n) All classes of Notes will benefit from excess spread to be utilised to cover any Unreimbursed Principal Draws, Defaulted Amount and Charge-Offs on the Notes over the term of the transaction.
(3)	Excess Revenue Reserve Draw	All classes of Notes will benefit from the balance standing to the Excess Revenue Reserve which firstly can be used to fund a Liquidity Shortfall First ("Excess Revenue Reserve Draw Total Expenses") and then to reimburse any Unreimbursed Principal Draws, Defaulted Amount and Charge-Offs on the Notes over the term of the transaction ("Excess Revenue Reserve Draw Defaulted Amount").
(4)	Note Subordination	<ul> <li>(i) Class A Notes (or the Class A-R Notes) will benefit from subordination of the Class AB, B Notes, C Notes, D Notes, E Notes and F Notes;</li> <li>(ii) Class AB Notes will benefit from the subordination of the Class B Notes, C Notes, D Notes, E Notes and F Notes;</li> <li>(iii) Class B Notes will benefit from the subordination of the Class C Notes, D Note, E Notes and F Notes;</li> <li>(iv) Class C Notes will benefit from the subordination of the D Note, E Notes and F Notes;</li> <li>(v) Class D Notes will benefit from the subordination of the Class E Notes and F Notes; and</li> <li>(vi) Class E Notes will benefit from the subordination of the Class F Notes.</li> </ul>

#### Lenders' Mortgage **Insurance Cover**

10.17% of the indicative pool covered by QBE LMI (Rated by S&P: A (Stable) and Fitch Ratings: A+ (Stable)). Mortgage Loans included in the Mortgage Pool are covered by a primary mortgage insurance policy issued to the Seller by QBE LMI if the LVR at origination was:

- in the case of a Borrower who was an employee of the Suncorp Group or a medical practitioner, greater than 90%: and
- (ii) otherwise, greater than 80%.

# **Series Trust Principal Distributions**

# **Pro-rata Conditions**

The Pro-rata Conditions are satisfied, if on a Determination Date:

- the Class A (or Class A-R as the case may be) Subordination Percentage on that Determination Date is at least 16% or more;
- (b) there are no Charge-Offs allocated to the Class F Notes which remain unreimbursed;
- (c) the Arrears Ratio (4-month average) in relation to that Determination Date is less than 4%;
- (d) the second anniversary of the Issue Date has occurred on or prior to the relevant Distribution Date; and
- (e) the relevant Distribution Date does not fall on a Call Option Date,

otherwise, the Pro-rata Conditions are not satisfied.

#### **Application of Total Principal Collections**

(prior to an Event of Default and enforcement). (b) Repay unreimbursed Redraws and Permitted Further Advances during the preceding Monthly Period;

(a) In repayment to the Redraw Facility Provider of the Redraw Principal Outstanding until reduced to zero;

(c) (Notes): next,



#### **Series Trust Principal Distributions**

- (i) if the Pro-rata Conditions were not satisfied on the relevant Determination Date, in the following order:
  - (A) first, pari passu:
    - (aa) to the Class A Note in repayment of principal, until reduced to zero; and
    - (ab) to the Class A-R Note in repayment of principal, until reduced to zero;
  - (B) next, to the Class AB Note in repayment of principal until is reduced to zero;
  - (C) next, to the Class B Notes in repayment of principal, until reduced to zero;
  - (D) next, to the Class C Notes in repayment of principal, until reduced to zero;
  - (E) next, to the Class D Notes in repayment of principal, until reduced to zero;
  - (F) next, to the Class E Notes in repayment, until reduced to zero; and
  - (G) next, to the Class F Notes in repayment of principal, until reduced to zero; or
- (ii) if the Pro-rata Conditions were satisfied on the relevant Determination Date, pari passu and rateably:
  - (A)
- (aa) to the Class A Notes in repayment of principal, until reduced to zero; and
- (ab) to the Class A-R Notes in repayment of principal, until reduced to zero;
- (B) to the Class AB Notes in repayment of principal, until reduced to zero;
- (C) to the Class B Notes in repayment of principal until reduced to zero;
- (D) to the Class C Notes in repayment of principal, until reduced to zero;
- (E) to the Class D Notes in repayment of principal, until reduced to zero;
- (F) to the Class E Notes in repayment of principal, until reduced to zero; and
- (G) to the Class F Notes in repayment of principal, until reduced to zero;
- (d) to principal outstanding under the Liquidity Reserve Loan Agreement; and
- (e) finally, the balance (if any) is to be paid to the Capital Unitholders.

#### Priority of payments to Secured Creditors

(post an Event of Default

and enforcement)

The order of payment of the Secured Moneys in relation to the Secured Series Trust is as follows:

- (a) First, any Accrued Interest Adjustment that has not then been paid to the Seller;
- (b) Next payment of Secured Moneys, payment pari passu and rateably, to the Liquidity Facility Provider, the Redraw Facility Provider, the Hedge Provider (other than any Subordinated Termination Payments), the Seller, the Manager and the Servicer;
- (c) Next, pari passu and rateably to the Class A Notes or Class A-R Notes;
- (d) Next, to the Class AB Notes;
- (e) Next, to the Class B Notes;
- (f) Next, to the Class C Notes;
- (g) Next, to the Class D Notes;
- (h) Next to the Class E Notes;
- (i) Next, to the Class F Notes;
- (j) Next, pari passu and rateably:
  - any remaining Secured Moneys (to the extent not satisfied above) owing to the Liquidity Facility Provider under the Liquidity Facility Agreement; and
  - (ii) any remaining Secured Moneys (to the extent not satisfied above) owing to the Redraw Facility Provider under the Redraw Facility Agreement;
- (k) Next, in or towards payment pari passu and rateably of any Subordinated Termination Payments payable by the Trustee to a Hedge Provider;
- (I) Next, any remaining amounts owing under the Liquidity Reserve Loan Agreement; and
- (m) Finally, to pay (pari passu and rateably) to each Secured Creditor any remaining amounts forming part of the Secured Moneys and owing to that Secured Creditor.

Amounts payable to the Noteholders include unpaid Coupon and interest, along with Principal in reduction of the relevant Invested Amount of the Note.

Please refer to the Information Memorandum for full details.



#### **Total Expenses and Income Distributions**

#### **Total Expenses**

(Required Payments)

Total Expenses in relation to a Monthly Period:

- (a) if there are unreimbursed Charge-Offs allocated to the Class B Notes, the aggregate amounts referred to in Application of Total Investor Revenues (a) to (f) (inclusive);
- (b) if there are unreimbursed Charge-Offs allocated to the Class C Notes, the aggregate amounts referred to in Application of Total Investor Revenues (a) to (g) (inclusive);
- (c) if there are unreimbursed Charge-Offs allocated to the Class D Notes, the aggregate amounts referred to in Application of Total Investor Revenues (a) to (h) (inclusive);
- (d) if there are unreimbursed Charge-Offs allocated to the Class E Notes, the aggregate amounts referred to in Application of Total Investor Revenues (a) to (i) (inclusive);
- (e) if:
  - (i) the first occurring Call Option Date has not yet occurred;
  - (ii) there are no unreimbursed Charge-Offs allocated to the Class F Notes; and
  - (iii) the Arrears Ratio (4-month average) in relation to that Determination Date is less than 4%;

the aggregate amounts referred to in Application of Total Investor Revenues (a) to (k) (inclusive); or

(f) in all other cases, the aggregate of the amounts referred to Application of Total Investor Revenues (a) to (j) (inclusive).

# Application of Total Investor Revenues

(prior to an Event of Default and enforcement summary)

Total Investor Revenues to be applied in the following order of priority:

- (a) first, at the Manager's discretion, payment of A\$1 to the Income Unitholder;
- (b) next, towards payment of Series Trust Expenses;
- (c) next, towards any net amounts payable to the Hedge Providers (other than any Subordinated Termination Payments and Mortgagor Break Costs to the extent they are payable as described in paragraphs (r) and (s));
- (d) next, pari passu and rateably towards repayment Liquidity Facility Principal; Liquidity Facility Interest (if any); and payment of Redraw Facility Interest (if any);
- (e) next, in payment of the Coupon on the Class A or A-R Notes;
- (f) next, in payment of the Coupon on the Class AB Notes;
- (g) next, in payment of the Coupon on the Class B Notes;
- (h) next, in payment of the Coupon on the Class C Notes;
- (i) next, in payment of the Coupon on the Class D Notes;
- j) next, in payment of the Coupon on the Class E Notes;
- (k) next, in payment of the Coupon on the Class F Notes;
- next, an amount equal to any Unreimbursed Principal Draw to be allocated to the Total Principal Collections;
- (m) next, an amount equal to the Defaulted Amount to be allocated to Total Principal Collections;
- (n) next, an amount equal to any Charge-Offs in respect of the Notes remaining unreimbursed to be allocated to Total Principal Collections;
- (o) next, an amount equal to the difference between the Excess Revenue Reserve Amount Maximum and the then current balance of the Excess Revenue Reserve as a deposit to the Excess Revenue Reserve;
- (p) an amount equal to the Liquidity Reserve Target Shortfall (see the Information Memorandum);
- (q) next, pari passu and rateably, to any other amounts owing under the Liquidity Facility Agreement; and Redraw Facility Agreement;
- (r) next, to the Fixed Rate Swap Provider of an amounts equal to any Mortgagor Break Costs and Non-Collection Fees not otherwise paid to the Fixed Rate Swap Provider;
- (s) next, towards any Subordinated Termination Payments payable by the Trustee to the Hedge Provider;
- (t) next, any amount payable by the Trustee to a Lead Manager under the Dealer Agreement; and
- (u) finally, the remaining amount (if any) will be paid to the Income Unitholder.

# **Series Trust Expenses**

- (a) first, all Tax payable in relation to the Series Trust;
- (b) next, all indemnities and reimbursements payable by the Trustee under the Transaction Documents;





- (c) next, on a pari passu and ratable basis, all Penalty Payments (to the extent that the Trustee is liable for such payments);
- (d) next, all other amounts relating to the Series Trust referred to in (or incorporated by "Additional Series Trust Expenses" of the Master Trust Deed;
- (e) next, the Trustee Fee;
- (f) next, the Servicing Fee;
- (g) next, the Management Fee;
- (h) next, the Custodian Fee;
- (i) next, the Security Trustee Costs;
- (j) next, the Redraw Interest (if any); and
- (k) next, without double counting, any other expenses properly incurred by the Manager, the Servicer, the Security Trustee or the Seller in relation to the administration, management or operation of the Series Trust, the Assets of the Series Trust or any of the Transaction Documents and which are payable by the Trustee under the Transaction Documents.

# Charge-Offs - Defaulted Amount Insufficiency & Reimbursement of Charge-Offs

# Defaulted Amount Insufficiency

If on a Determination Date, the Manager determines that there will be a Defaulted Amount Insufficiency then:

- (a) first, to reduce, pari passu and rateably, the Stated Amount of the Class F Notes until reduced to zero;
- (b) next, to reduce, pari passu and rateably, the Stated Amount of the Class E Notes until reduced to zero;
- (c) next, to reduce, pari passu and rateably, the Stated Amount of the Class D Notes until reduced to zero;
- (d) next, to reduce, pari passu and rateably, the Stated Amount of the Class C Notes until reduced to zero;
- (e) next, to reduce, pari passu and rateably, the Stated Amount of the Class B Notes until reduced to zero;
- (f) next, to reduce, pari passu and rateably, the Stated Amount of the Class AB Notes until reduced to zero;
   and
- g) next, to reduce, pari passu and rateably, the Stated Amount of the Class A or A-R Notes until reduced to zero.

#### Reimbursement of Charge-Offs

If Total Investor Revenues are available to "Application of Total Investor Revenues – Unreimbursed Charge-Offs" (item (n) Application of Total Investor Revenues – Unreimbursed Charge-Offs) they will be applied in the following order of priority:

- (a) first, in reduction of the unreimbursed Charge-Offs in respect of the Class A or A-R Notes;
- (b) next, in reduction of the unreimbursed Charge-Offs in respect of the Class AB Notes;
- (c) next, in reduction of the unreimbursed Charge-Offs in respect of the Class B Notes;
- (d) next, in reduction of the unreimbursed Charge-Offs in respect of the Class C Notes;
- (e) next, in reduction of the unreimbursed Charge-Offs in respect of the Class D Notes;
- (f) next, in reduction of the unreimbursed Charge-Offs in respect of the Class E Notes; and
- (g) next, in reduction of the unreimbursed Charge-Offs in respect of the Class F Notes.



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will or may receive or pay fees, brokerage and commissions or other benefits, and act as principal with respect to any dealing with respect to any Notes, (the "Note Interests").

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each Relevant Entity will or may indirectly receive proceeds of the Notes in repayment of debt financing arrangements involving that Relevant Entity. For example, this could occur if the proceeds of the Notes form the purchase price used to acquire the assets that are currently financed under existing debt financing arrangements involving a Relevant Entity and that purchase price is in turn used to repay any of the debt financing owing to that Relevant Entity;

each Relevant Entity may even purchase the Notes for their own account and enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to the Notes at the same time as the offer and sale of the Notes or in secondary market transactions. Such transactions may be carried out as bilateral trades with selected counterparties and separately from any offering, sale or resale of the Notes to which this document relates;

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Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "Distributor") should take into consideration the manufacturer's target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "FSMA") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA]. Consequently, no key information document required by Regulation (EU) No



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Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "Distributor") should take into consideration the manufacturer's target market assessment; however, a Distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore (the "SFA") In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), the trust manager (on behalf of the Issuer) has determined, and hereby notifies all relevant persons (as defined in 309A(1) of the SFA), that the Notes are classified as capital markets products other than prescribed capital markets products (as defined in the CMP Regulation 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Nothing in this document constitutes an offer of securities for sale in the United States or any other jurisdiction where it is unlawful to do so. The securities have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state of the U.S. or other jurisdiction and the securities may not be offered or sold within the U.S., or to or for, the account or benefit of a "U.S. Person" (as defined in the Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and that you satisfy any standards and requirements for investors in investments of the types subscribed for herein imposed by the applicable jurisdiction(s).

The Notes may not be purchased by, or for the account or benefit of, persons that are "U.S. persons" as defined in Regulation RR (17 C.F.R Part 246) implementing the risk retention requirements of section 15G of the U.S. Securities Exchange Act of 1934, as amended (the "U.S. Risk Retention Rules") and each purchaser of Notes, including beneficial interests therein, will, by its acquisition of a Note or beneficial interest therein, be deemed, and, in certain circumstances, will be required to represent and agree that it (1) is not a U.S. person as defined in the U.S. Risk Retention Rules (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note, and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules. Prospective investors should note that the definition of "U.S. person" in the U.S. risk retention rules is substantially similar to, but not identical to, the definition of "U.S. person" in Regulation S.

On 15 March 2019 the Japanese Financial Services Agency published new due diligence and risk retention rules under various Financial Services Agency Notes in respect of Japanese financial institutions ("Japan Due Diligence and Retention Rules"). The Japan Due Diligence and Retention Rules became applicable to such Japanese financial institutions from 31 March 2019. Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the scope and applicability of the Japan Due Diligence and Retention Rules; (ii) as to the sufficiency of the information described in this document and (iii) as to the compliance with the Japan Due Diligence and Retention Rules in respect of any transaction.

None of the Dealer and Co-Managers or their Related Entities (i) makes any representation that the information described in this document and in any offering document or any other information which may be made available to investors, and/or the performance of any undertakings described above and/or in any such other document or information, are or will be sufficient for the purposes of compliance with the U.S. Risk Retention Rules, the EU Securitisation Regulation, the UK Securitisation Regulation or Japan Due Diligence and Retention Rules, (ii) has any liability to any prospective investor or any other person for any insufficiency of such information or any non-compliance by any such person with the U.S. Risk Retention Rules, the EU Securitisation Regulation, the UK Securitisation Regulation, Japan Due Diligence and Retention Rules or any other applicable legal, regulatory or other requirements, or (iii) has any obligation to provide any further information or take any other steps that may be required by any in-scope investors to enable compliance by such person with the requirements of the U.S. Risk Retention Rules, the EU Securitisation Regulation, the UK Securitisation Regulation, Japan Due Diligence and Retention Rules or any other applicable legal, regulatory or other requirements.

The Notes (including the classes of Notes), and the asset pool backing them, are subject to modification or revision and are offered on a "when, as and if issued" basis. Prospective investors should understand that, when considering the purchase of the Notes, a contract of sale will come into being no sooner than the date on which the Notes have been priced and the Dealer and Co-Managers have confirmed the allocation of Notes to be made to investors. Any "indications of interest" expressed by any prospective investor and any "soft circles" generated by the Dealer and Co-Managers will not create binding contractual obligations. As a result of the foregoing, a prospective investor may commit to purchase Notes that have characteristics that may change, and each prospective investor is advised that all or a portion of the Notes may be issued without all or certain of the characteristics described in this document or the Information. If the Dealer and Co-Managers determine that a condition to issuance of the Notes is not satisfied in any material respect the Dealer will have no obligation to such prospective investor to deliver any portion of the Notes which such prospective investor has committed to



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