



CRUSADE
TRUST™

Crusade Euro Trust No. 1E of 2007

**A\$1,400,000,000 Class A-2 Mortgage Backed Pass Through Floating Rate Notes
and**

**A\$29,200,000 Class B Mortgage Backed Pass Through Floating Rate Notes
and**

A\$18,000,000 Class C Mortgage Backed Pass Through Floating Rate Notes

Perpetual Trustees Consolidated Limited

(ABN 81 004 029 841)

(Trustee)

St.George Bank Limited

(ABN 92 055 513 070)

(Seller, Servicer and Dealer)

St.George Bank Limited

Barclays Capital

(Joint Lead Managers and Dealers for Class A-2 Notes)

St.George Bank Limited

(Lead Manager and Dealer for Class B Notes and Class C Notes)

Crusade Management Limited

(ABN 90 072 715 916)

(Manager)

The A\$ Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, US persons except in accordance with Regulation S under the Securities Act (Regulation S) or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. The A\$ Notes are being offered for sale only outside the United States in accordance with Regulation S under the Securities Act. For a description of these and certain further restrictions on offers and sales of the A\$ Notes and distribution of this document, see “Subscription and Sale” below.

This Information Memorandum contains specific information relating to the A\$ Notes. It is not a stand alone document, does not contain all information relating to A\$ Notes and is not to be circulated independently of the Offering Circular. Potential investors must familiarise themselves with the Offering Circular and the Transaction Documents, if they are considering an investment in A\$ Notes.

This Information Memorandum does not relate to the Class A-1 Notes. Prospective investors should review the Offering Circular for information relating to the Class A-1 Notes.

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IMPORTANT NOTICE

This Information Memorandum is issued in connection with, and should be read in conjunction with, the Offering Circular (the "Offering Circular") relating to the issue of Class A-1 Notes by Perpetual Trustees Consolidated Limited in its capacity as trustee of the Crusade Euro Trust No. 1E of 2007 (the "Trustee") and which Offering Circular forms the annexure to this Information Memorandum.

A\$ Notes not St.George Liabilities

The A\$ Notes do not represent deposits or other liabilities of St.George Bank Limited ("St.George") or associates of St.George or any other person who provides a facility or service to the Trustee.

The holding of A\$ Notes is subject to investment risk, including possible delays in repayment and loss of income and principal invested.

None of St.George, the Manager, Perpetual Trustees Consolidated Limited, the Security Trustee, the Lead Manager or any Dealer nor any of their respective associates, in any way stands behind the capital value or performance of the A\$ Notes or the Assets of the Trust except to the limited extent (if any) provided in the Transaction Documents for the Trust.

None of the Trustee, the Manager, St.George, the Security Trustee, the Lead Manager or any Dealer or their respective related bodies corporate guarantee payment or repayment of any moneys owing to A\$ Noteholders or the principal of A\$ Notes or the payment of interest, nor do they make any statement (including, without limitation, any representation) with respect to income tax or other taxation consequences of any investment which is made in relation to A\$ Notes.

None of the obligations of the Manager are guaranteed in any way by St.George or any associate of St.George.

Terms and definitions

Terms defined in the Offering Circular have the same meaning when used in this Information Memorandum. Terms used in this Information Memorandum which are not defined in the Offering Circular are defined in section 5. If there is an inconsistency between a word defined in the Offering Circular and a word defined in this Information Memorandum, the word defined in this Information Memorandum will prevail.

Purpose of this Information Memorandum

This Information Memorandum relates solely to the proposed issue of A\$ Notes by the Trustee.

The purpose of this Information Memorandum, in conjunction with the Offering Circular, is only to assist the recipient to decide whether to proceed with a further investigation of the A\$ Notes. It, and the Offering Circular, are only a summary of the terms and conditions of the A\$ Notes and do not purport to contain all the information a person considering investing in any A\$ Notes may require. The definitive terms and conditions of the A\$ Notes are contained in the Transaction Documents. If there is any inconsistency between this Information Memorandum, in conjunction with the Offering Circular, and the Transaction Documents, the Transaction Documents should be regarded as containing the definitive information. A copy of the Transaction Documents referred to in the Offering Circular (but only to the extent relevant to A\$ Noteholders) will be available for inspection at the office of the Manager during normal business hours.

This Information Memorandum should not be construed as an offer or invitation to any person to subscribe for or purchase any A\$ Notes, and must not be relied upon by intending purchasers of any A\$ Notes.

Limited responsibility

This Information Memorandum has been prepared solely by the Manager based on information available and facts and circumstances known to it as at **25 June 2007** (the "**Preparation Date**"). The Manager has requested and authorised the distribution of this Information Memorandum and has sole responsibility for its accuracy. Subject to the preceding sentence, while the Manager believes the contents of this Information Memorandum and the Offering Circular are correct, none of the Manager, the Trustee, the Security Trustee, St.George, the Lead Manager, any Dealer or any other person makes any representation or warranty, express or implied, as to, or assumes any

responsibility or liability for, the authenticity, origin, validity, accuracy or completeness of, or errors or omissions in, any information, statement, opinion or forecast contained in this Information Memorandum, the Offering Circular or in any accompanying, previous or subsequent material or presentation.

None of the Trustee, the Security Trustee, St.George, the Lead Manager or any Dealer has made, or otherwise purports to make, any statement or representation in this Information Memorandum or the Offering Circular, nor have any of them been involved in the preparation of any part of them or authorised or caused their issue.

None of the Manager, the Trustee, the Security Trustee, St.George, the Lead Manager, any Dealer nor any other person accepts any responsibility to A\$ Noteholders or prospective A\$ Noteholders to update or correct this Information Memorandum or the Offering Circular after the Preparation Date with regard to information or circumstances which come to its attention after the Preparation Date.

No recipient of this Information Memorandum (including the Offering Circular) can assume that any person referred to in it has conducted any investigation or due diligence concerning, or has carried out or will carry out any independent audit of, or has independently verified or will verify, the information contained in this Information Memorandum, in conjunction with the Offering Circular.

It should not be assumed that the information contained in this Information Memorandum, in conjunction with the Offering Circular, is necessarily accurate or complete in the context of any offer to subscribe for or an invitation to subscribe for or buy any of the A\$ Notes at any time after the Preparation Date, even if this Information Memorandum, in conjunction with the Offering Circular, is circulated in conjunction with the offer or invitation.

Date of this Information Memorandum

This Information Memorandum has been prepared based on information available and facts and circumstances known to the Manager as at the Preparation Date. Neither the delivery of this Information Memorandum, nor the delivery of the Offering Circular, nor any offer or issue of any A\$ Notes, implies or should be relied upon as a representation or warranty that:

- (a) there has been no change since the Preparation Date in the affairs or financial condition of the Trust, the Trustee, St.George or any other party named in this Information Memorandum or the Offering Circular; or
- (b) the information contained in this Information Memorandum or the Offering Circular is accurate, timely and complete at any time after the Preparation Date.

No-one named in this Information Memorandum or the Offering Circular undertakes to review the financial condition or affairs of the Trustee or the Trust at any time or to keep a recipient of this Information Memorandum or the Offering Circular or any A\$ Noteholders informed of changes in, or matters arising or coming to their attention which may affect anything referred to in this Information Memorandum or the Offering Circular.

Authorisations

No person is authorised to give any information or make any representation which is not expressly contained in or is consistent with this Information Memorandum, in conjunction with the Offering Circular, and any information or representation which is not contained in or is consistent with this Information Memorandum, in conjunction with the Offering Circular, must not be relied upon as having been authorised by or on behalf of the Manager, the Trustee, St.George or any other party to the Transaction Documents.

Intending purchasers to make independent investment decisions

The information contained in this Information Memorandum is not a recommendation by the Manager, the Trustee, St.George, the Security Trustee, the Lead Manager or any Dealer that any person subscribe for or purchase any A\$ Notes. Each intending purchaser must make its own independent assessment and investigation of the terms of issue of the A\$ Notes as it considers appropriate and must base any decision to acquire the A\$ Notes solely upon such independent assessment and investigation.

Distribution to professional investors only

This Information Memorandum has been prepared on a confidential basis for distribution only to professional investors whose ordinary business includes the buying or selling of securities such as the A\$ Notes. This Information Memorandum is not intended for and should not be distributed to any other person except with prior written consent of the Manager.

Corporations Act 2001 (Cth)

Each offer to purchase or invitation to buy A\$ Notes will be an offer that is not required to be disclosed under Part 6D.2 of the Corporations Act 2001 (Cth) as the amount payable by each person to whom the offer is made or the invitation is issued will be at least A\$500,000 (disregarding amounts, if any, lent by the Trustee or other persons offering A\$ Notes or an associate (as defined in the Corporations Act 2001 (Cth)) of either of them). Accordingly, this Information Memorandum is not required to be lodged with the Australian Securities and Investments Commission.

Distribution

The distribution of this Information Memorandum and the offering or sale of A\$ Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum comes are required by the Trustee, the Manager, the Lead Manager and the Dealers to inform themselves about and to observe any such restriction.

Financial Services Licence

The Manager obtained an Australian Financial Services Licence under Part 7.6 of the Corporations Act 2001 (Cth) on 1 July 2005 (Australian Financial Services Licence No. 286595).

Perpetual Trustee Company Limited, a related body corporate of the Trustee and the Security Trustee, has obtained an Australian Financial Services Licence under Part 7.6 of the Corporations Act 2001 (Cth) (Australian Financial Services Licence No. 236643). Perpetual Trustee Company Limited has appointed each of Perpetual Trustees Consolidated Limited (Authorised Representative Number 264840) and P.T. Limited (Authorised Representative Number 266797) as its authorised representatives under that licence.

Investors

Interest withholding tax will be deducted (at the rate that is currently 10%) on payments of interest to any Non-Resident holder of any A\$ Notes (unless derived by that Non-Resident in carrying on business in Australia at or through a permanent establishment in Australia) or to a resident of the Commonwealth of Australia who derives the interest income outside Australia at or through a permanent establishment outside Australia, unless the relevant A\$ Notes are offered, and interest is paid from time to time, in a manner which satisfies the exemption from interest withholding tax contained in section 128F of the Tax Act.

The Trustee proposes to issue the A\$ Notes in order to satisfy that exemption. However where the requirements for the application of the exemption are otherwise satisfied, the exemption will not apply where, at the time of issue, the Trustee knew or had reasonable grounds to suspect that the A\$ Notes, or an interest in the A\$ Notes, was being or would later be acquired, either directly or indirectly, by an Offshore Associate of the Trustee other than one acting in the capacity of a dealer, manager or underwriter in relation to a placement of the A\$ Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of an Australian registered scheme. The section 128F exemption will also not apply to interest paid by the Trustee to an Offshore Associate of the Trustee if, at the time of the payment, the Trustee knows or has reasonable grounds to suspect that such person is an Offshore Associate of the Trustee other than one receiving the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of an Australian registered scheme.

Subject to certain statutory exceptions, tax will also be deducted from payments of interest to any A\$ Noteholder who is an Australian resident (or a Non-Resident that derives the payment in carrying on business at or through a permanent establishment in Australia) and who does not provide the Trustee with a tax file number, an ABN or an appropriate exemption.

The A\$ Notes should be debt interests for the purposes of the debt/equity provisions of the Tax Act.

A\$ Noteholders and prospective A\$ Noteholders should obtain advice from their own tax advisers in relation to the tax implications of an investment in A\$ Notes. In particular, a Non-Resident who holds A\$ Notes may be subject to restrictions on transfer of A\$ Notes and other constraints, risks or liabilities. Non-Residents into whose possession this Information Memorandum comes are required to inform themselves about, and observe, all such restrictions.

Limited Recovery against Trustee

The Trustee's liability to make payments in respect of the A\$ Notes is limited to its right of indemnity from the Assets of the Trust which are from time to time available to make such payments under the Master Trust Deed, the Supplementary Terms Notice and the Security Trust Deed. All claims against the Trustee in relation to the A\$ Notes may only be satisfied out of those Assets except in the case of and only to the extent that there is a reduction in the Trustee's indemnification or exoneration from the Assets of the Trust as a result of any fraud, negligence or Default on the part of the Trustee.

Each A\$ Noteholder is required to accept any distribution of moneys under the Security Trust Deed in full and final satisfaction of all moneys owing to it, and any debt represented by any shortfall that exists after any such final distribution is extinguished.

The Trustee shall not be liable to satisfy any obligations or liabilities from its personal assets except and only to the extent that there is a reduction in the Trustee's indemnification or exoneration from the Assets of the Trust as a result of any fraud, negligence or Default on the part of the Trustee.

None of the Trustee, the Manager, St.George, the Security Trustee, the Lead Manager or any Dealer or their respective related bodies corporate guarantee payment or repayment of any moneys owing to A\$ Noteholders or the principal of A\$ Notes or the payment of interest, nor do they make any statement (including, without limitation, any representation) with respect to income tax or other taxation consequences of any investment which is made in relation to A\$ Notes.

References to ratings

There are several references in this Information Memorandum to the credit rating of the A\$ Notes and parties. A rating is not a recommendation to purchase, sell or hold a security, in as much as it does not comment as to the market price or suitability for a particular investor. Ratings may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information or other circumstances. The rating does not address the expected schedule of principal repayments, only that principal will be received no later than the Final Maturity Date. None of S&P, Moody's or Fitch Ratings have been involved in the preparation of this Information Memorandum, other than this paragraph.

Disclosure of Interests

The Lead Manager, each Dealer and the providers of any support facility to the Trustee discloses that it and its respective associates, subsidiaries, directors and employees:

- (a) may have a pecuniary interest in the A\$ Notes; and
- (b) may receive fees, brokerage or commissions, and may act as principal, in any dealing in the A\$ Notes.

This Information Memorandum contains specific information relating to the A\$ Notes. It is not a stand alone document, does not contain all information relating to A\$ Notes and is not to be circulated independently of the Offering Circular. Potential investors must familiarise themselves with the Offering Circular, and the Transaction Documents, if they are considering an investment in A\$ Notes. A\$ Notes will not be registered with the US Securities and Exchange Commission.

This Information Memorandum does not relate to Class A-1 Notes.

1. A\$ NOTES

This section should be read in conjunction with, and, other than as expressly stated, is qualified in its entirety by reference to, the more detailed information which appears in the Offering Circular and in the Transaction Documents.

1.1 Summary of issue of A\$ Notes

- (a) Issue of A\$ Notes: Crusade Euro Trust No. 1E of 2007 Mortgage Backed Pass Through Floating Rate Class A-2 Notes due September 2038.
Crusade Euro Trust No. 1E of 2007 Mortgage Backed Pass Through Floating Rate Class B Notes due September 2038.
Crusade Euro Trust No. 1E of 2007 Mortgage Backed Pass Through Floating Rate Class C Notes due September 2038.
- (b) Date of issue: 26 June 2007 (the “**Issue Date**”).
- (c) Issue Size: For A\$ Notes, A\$1,447,200,000. Upon the issue of the A\$ Notes, the Trustee will also issue Class A-1 Notes as referred to in the Offering Circular, for a total Note issue size of A\$2,241,481,175.54.
- (d) Initial Tranche Sizes: Class A-2 Notes – A\$1,400,000,000
Class B Notes – A\$29,200,000
Class C Notes – A\$18,000,000
- (e) Classes of Notes offered: The notes described in this Information Memorandum are Class A-2 Notes, Class B Notes and Class C Notes (together, the “**A\$ Notes**”).
- (f) Initial Invested Amount: A\$100,000 for each A\$ Note.
- (g) Manner and order in which principal and interest is to be paid on Notes: See Section 8 of the Offering Circular.
- (h) Expected Credit Ratings: It is expected that the Class A-2 Notes will be rated AAA by S&P, Aaa by Moody’s and AAA by Fitch Ratings.
It is expected that the Class B Notes will be rated AA by S&P, Aa2 by Moody’s and AA by Fitch Ratings.
It is expected that the Class C Notes will be rated A+ by S&P, Aa3 by Moody’s and AA- by Fitch Ratings.
The rating of any A\$ Notes does not address the expected rate of principal repayments under the housing loans prior to the Final Maturity Date of those A\$ Notes.
- (i) Interest on A\$ Notes: Interest on a Class A-2 Note for each relevant Monthly Interest Period will be:
- (i) payable in arrears on the Monthly Payment Date following the end of that Monthly Interest Period;
 - (ii) calculated on a daily basis at the applicable Interest Rate;
 - (iii) calculated on the Invested Amount of that Class A-2 Note as at the first day of that Monthly Interest Period; and
 - (iv) calculated on the basis of the actual number of

days in that Monthly Interest Period and a year of 365 days,

and shall accrue due from day to day.

Interest on a Class B Note or Class C Note for each relevant Quarterly Interest Period will be:

- (i) payable in arrears on the Quarterly Payment Date following the end of that Quarterly Interest Period;
- (ii) calculated on a daily basis at the applicable Interest Rate;
- (iii) calculated on the Invested Amount of that A\$ Note as at the first day of that Quarterly Interest Period; and
- (iv) calculated on the basis of the actual number of days in that Quarterly Interest Period and a year of 365 days,

and shall accrue due from day to day.

No interest will be payable on a Quarterly Payment Date in respect of the Class C Notes for that Quarterly Payment Date until all interest in respect of the Class A Notes and the Class B Notes for that Quarterly Payment Date has been paid.

No interest will be payable on a Quarterly Payment Date in respect of the Class B Notes for that Quarterly Payment Date until all interest in respect of the Class A Notes for that Quarterly Payment Date has been paid.

(j) Interest Rate for A\$ Notes: The Interest Rate for a Class A-2 Note for a Monthly Interest Period will be the sum of the One Month Bank Bill Rate on the first day of that Monthly Interest Period and the Margin for the Class A-2 Notes (for further detail, see the definition of "One Month Bank Bill Rate" in the Glossary of the Offering Circular).

The Interest Rate for any Class B Notes or Class C Notes for a Quarterly Interest Period will be the sum of the Three Month Bank Bill Rate on the first day of that Quarterly Interest Period and the Margin for the relevant Class of A\$ Notes (for further detail, see the definition of "Three Month Bank Bill Rate" in the Glossary of the Offering Circular).

(k) Interest Period: In the case of Class A-2 Notes, monthly in arrears. In the case of Class B Notes and Class C Notes, quarterly in arrears.

(l) Monthly Payment Date: The 13th day of each month.

If that day is not a Business Day, the Monthly Payment Date shall be adjusted in accordance with the Business Day Convention specified below. The first Monthly Payment Date for the A\$ Notes will be 13 September 2007 (Sydney time). The final Monthly Payment Date for a Class A-2 Note is the earlier of the applicable Final Maturity Date and the Monthly Payment Date on which that Class A-2 Note is redeemed in full.

(m) Quarterly Payment Date: The 13th day of March, June, September and December.

If that day is not a Business Day, the Quarterly Payment Date shall be adjusted in accordance with the Business Day Convention specified below. The first Quarterly Payment Date for the A\$ Notes will be 13 September 2007 (Sydney time). The final Quarterly Payment Date for an A\$ Note is the earlier of the applicable Final Maturity Date and the Quarterly Payment Date on which that A\$ Note is redeemed in full.

- (n) Issue Price: Each Class of A\$ Notes will be issued for 100% of their Initial Invested Amount.
- (o) Final Maturity Date: 13 September 2038, (subject to adjustment as described under "Business Day Convention" below).
- (p) Nature of A\$ Notes: Each A\$ Note constitutes a separate and individual acknowledgement by the Trustee of its indebtedness to the person who is the holder of the A\$ Note. The A\$ Notes are registered, secured, limited recourse, pass through debt securities.
- (q) Day Count Fraction: Actual/365.
- (r) Business Day Convention: Modified Following Business Day Convention. That is, if the day on which a payment is to be made or a thing is to be done is not a Business Day, then that payment is to be made or thing is to be done on the next Business Day, unless that Business Day falls in the next calendar month, in which case the relevant date will be the preceding Business Day.
- (s) Margin:
- | | |
|------------------|--|
| Class A-2 Notes: | 0.15% per annum. |
| Class B Notes: | To be advised by the Manager to the Trustee on the Issue Date. |
| Class C Notes: | To be advised by the Manager to the Trustee on the Issue Date. |
- (t) Step Up Margin:
- | | |
|------------------|--|
| Class A-2 Notes: | 0.30% per annum. |
| Class B Notes: | To be advised by the Manager to the Trustee on the Issue Date. |
| Class C Notes: | To be advised by the Manager to the Trustee on the Issue Date. |
- (u) Call Date: The first Quarterly Payment Date falling on or immediately after the date on which the aggregate Stated Amount of all Notes is less than or equal to 10% of the aggregate Initial Invested Amount of all Notes.
- (v) Call Feature on all A\$ Notes: A Class of Notes may be redeemed by the Trustee, when directed by the Manager, as set out in Section 2.5 of the Offering Circular.
- (w) Stepdown Date: 13 September 2010 (subject to adjustment as described under "Business Day Convention" above).

Prior to the Stepdown Date or after a Trigger Event, the Principal Collections will be distributed *pari passu* and rateably between the Class A Notes and sequentially between the Class A Notes, Class B Notes and Class C Notes. See Section 8.11 of the Offering Circular.

On and after the Stepdown Date and for so long as no Trigger Event exists, all Classes of the Notes will receive

principal on a proportionate basis to the extent that a minimum credit enhancement level is maintained (if that minimum credit enhancement level is not maintained after the Stepdown Date, the Class A Notes continue to receive principal on a sequential basis for the relevant period). See Section 8.12 (inclusive) of the Offering Circular.

- (x) Pricing Date: On or about 21 June 2007
- (y) Closing Date: 26 June 2007
- (z) Listing: The Manager will seek to have the Class A-2 Notes listed on the Australian Securities Exchange. The Class B Notes and Class C Notes will not be listed.

1.2 Further Information

Application for A\$ Notes

A\$ Notes can only be applied for using the prescribed form of application, which is available from the Trustee at its offices.

Stamp Duty

The Manager has received advice that the issue or transfer of the A\$ Notes will not currently attract stamp duty in any jurisdiction of Australia.

Withholding Tax and Tax File Numbers

Interest withholding tax will be deducted on payments of interest to any Non-Resident holder of any A\$ Notes (unless derived by that Non-Resident in carrying on business in Australia at or through a permanent establishment in Australia) or to a resident of the Commonwealth of Australia who derives the interest income outside Australia at or through a permanent establishment outside Australia, unless the relevant A\$ Notes are offered, and interest is paid from time to time, in a manner which satisfies the exemption from interest withholding tax contained in section 128F of the Tax Act.

Section 128F provides that an issue of debentures by a company satisfies the public offer test if the issue resulted from the debentures being offered for issue to a dealer, manager or underwriter, in relation to the placement of debentures who, under an agreement with the company, offered the debentures for sale within 30 days:

- (a) to at least 10 persons each of whom:
 - (i) was carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets; and
 - (ii) was not known, or suspected, by the company to be an associate of any of the other persons covered by this paragraph; or
- (b) to at least 100 persons whom it was reasonable for the company to have regarded as either:
 - (i) having acquired debentures in the past; or
 - (ii) being likely to be interested in acquiring debentures; or
- (c) as a result of being accepted for listing on a stock exchange, where the company had previously entered into an agreement with a dealer, manager, or underwriter, in relation to the placement of debentures, requiring the company to seek such listing; or
- (d) as a result of negotiations being initiated publicly in electronic form, or in another form, that was used by financial markets for dealing in debentures.

Where the A\$ Notes are offered to investors within 30 days in one of the abovementioned ways, the issue of the A\$ Notes will satisfy the section 128F exemption from interest withholding tax.

Even where the requirements for the application of the exemption are otherwise satisfied, the exemption will not apply where, at the time of issue, the Trustee knew or had reasonable grounds to suspect that the A\$ Notes, or an interest in the A\$ Notes, was being or would later be acquired, either directly or indirectly, by an Offshore Associate of the Trustee other than in the capacity of a dealer, manager or underwriter in relation to a placement of the A\$ Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme. The section 128F exemption also does not apply to interest paid by the Trustee to an Offshore Associate of the Trustee if, at the time of the payment, the Trustee knows or has reasonable grounds to suspect that such person is an Offshore Associate of the Trustee other than one receiving the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme.

Subject to certain statutory exceptions, tax will also be deducted from payments of interest to any A\$ Noteholder who is an Australian resident (or a Non-Resident that derives the payment in carrying on business at or through a permanent establishment in Australia) and who does not provide the Trustee with a tax file number, an ABN or an appropriate exemption.

If payments of interest on the A\$ Notes are subject to and reduced by any applicable withholding taxes, the Trustee is not obligated to pay any additional amounts. The A\$ Notes should be debt interests for the purposes of the debt/equity provisions of the Tax Act.

A\$ Noteholders and prospective A\$ Noteholders should obtain advice from their own tax advisors in relation to the tax implications of an investment in the A\$ Notes.

1.3 Payment

Any moneys payable to an A\$ Noteholder will be paid in Australian dollars and may be paid, as the Trustee elects, by:

- (a) crossed “not negotiable” cheque in favour of the A\$ Noteholder despatched by post to the address of the A\$ Noteholder shown in the Register;
- (b) electronic transfer through Austraclear;
- (c) direct transfer to a designated account of the A\$ Noteholder held with a bank or other financial institution in Australia; or
- (d) any other manner specified by the A\$ Noteholder and agreed to by the Manager and the Trustee.

1.4 Register of A\$ Noteholders

The Trustee will maintain a register (the “**Register**”) at its offices in Sydney. The Register will include the names and addresses of the A\$ Noteholders and the Principal Amount of each A\$ Note from time to time.

The Trustee is entitled to rely on the Register as being a correct, complete and conclusive record of the matters set out in it.

The Trustee may, without prior notice to the A\$ Noteholders, close the Register:

- (a) for each period from the close of business (Sydney time) on the date which is 5 Business Days before each Monthly Payment Date (in respect of Class A-2 Notes) or each Quarterly Payment Date to close of business on that Monthly Payment Date or Quarterly Payment Date (as the case may be); and
- (b) when required for the auditor of the Trust to conduct any audit in relation to the Trust.

The Trustee may, with prior notice to the A\$ Noteholders, close the Register for other periods not exceeding 30 days (or such other period of time as agreed between the Trustee and the Manager, with the approval of an Extraordinary Resolution of the A\$ Noteholders) in aggregate in any calendar year.

On each Monthly Payment Date, principal and interest in respect of Class A-2 Notes will be paid to those A\$ Noteholders whose names appear in the Register on the Record Date as holders of those Class A-2 Notes.

On each Quarterly Payment Date, principal and interest in respect of A\$ Notes will be paid to those A\$ Noteholders whose names appear in the Register on the Record Date as holders of those A\$ Notes.

The Register is open for inspection by an A\$ Noteholder during normal business hours but only in respect of information relating to that A\$ Noteholder. The Register is not available to be copied by any person (other than the Manager) except in compliance with such terms and conditions (if any) as the Manager and Trustee in their absolute discretion nominate from time to time.

1.5 Note Acknowledgement

When a person has been entered in the Register as the holder of A\$ Notes, as soon as practicable (and in any event no later than 5 Business Days or as otherwise agreed by the Trustee with the person or the Manager) thereafter, the Trustee shall issue a “**Note Acknowledgement**” to that person in respect of those A\$ Notes. If the person has been entered into the Register under a Note Transfer and the transferor continues to retain a holding of A\$ Notes, the Trustee shall within the same period issue to the transferor a Note Acknowledgement in respect of that retained holding of A\$ Notes.

No certificates will be issued in respect of A\$ Notes. A Note Acknowledgement is not a certificate of title to A\$ Notes and the Register is the only conclusive evidence of the ownership of A\$ Notes and the entitlements under them. A Note Acknowledgement cannot be pledged or deposited as security nor can an A\$ Note be transferred by delivery of only a Note Acknowledgement.

If any Note Acknowledgement is worn out or defaced then, on production to the Trustee, the Trustee may cancel the same and may issue a new Note Acknowledgement. If any Note Acknowledgement is lost or destroyed then, on proof to the satisfaction of the Trustee, and on such indemnity as the Trustee may consider adequate having been given, a new Note Acknowledgement shall be given to the person entitled to such lost or destroyed Note Acknowledgement. An entry as to the issue of the new Note Acknowledgement and of the indemnity (if any) shall be made in the Register. A fee prescribed by the Trustee (not exceeding \$10) shall be paid by the person requesting the new Note Acknowledgement from the Trustee.

1.6 Note Transfers

Class A-2 Notes can only be transferred:

- (a) where the Class A-2 Notes are traded on the ASX, if they are traded in parcels with a minimum value of \$500,000;
- (b) if the transfer is in Australia:
 - (i) if the amount payable for the Class A-2 Notes on transfer (whether on the ASX or elsewhere) by the transferee is a minimum amount of A\$500,000 (disregarding amounts, if any, lent by the Trustee or other person offering the Class A-2 Notes or an associate (as defined in the Corporations Act 2001 (Cth)) of either of them; or
 - (ii) if the offer or invitation to the transferee by the Class A-2 Noteholder otherwise does not require disclosure under Part 6D.2 of the Corporations Act 2001 (Cth) and the Corporations Regulations made under the Corporations Act 2001 (Cth); and
- (c) if the transfer is in Australia, if the transfer is to a person who is not a retail client within the meaning of section 761 of the Corporations Act.

Class B Notes and Class C Notes can only be transferred:

- (a) if the amount payable for those Notes on transfer by the transferee is not less than A\$500,000 (disregarding amounts, if any, lent by the Trustee or other person offering those Notes or an associate (as defined in the Corporations Act 2001 (Cth)) of either of them; or

- (b) if the offer or invitation to the transferee by the relevant Noteholder otherwise does not require disclosure under Part 6D.2 of the Corporations Act 2001 (Cth) and the Corporations Regulations made under the Corporations Act 2001 (Cth).

In addition, A\$ Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) and may not be offered and sold within the United States or to or for the account or benefit of US persons:

- (i) as part of their distribution at any time; or
- (ii) otherwise until 40 days after the later of the commencement of the offering of the A\$ Notes and the Issue Date, as determined and certified by each Dealer,

except in either case in accordance with Regulation S under the Securities Act.

Securities may be resold in the United States only if they are registered under the Securities Act or an exemption from registration is available. Terms used above have the meanings given to them by Regulation S.

None of the Trustee, the Manager, St.George, the Servicer or any Dealer is liable to any A\$ Noteholder in relation to a breach by an A\$ Noteholder of these restrictions.

Every transfer of A\$ Notes shall be effected by a Note Transfer in the prescribed form (a “Note Transfer”). Where an A\$ Note is lodged in Austraclear, transfers of interests in that A\$ Note will be effected in accordance with the rules and regulations of Austraclear.

Every Note Transfer must be duly completed and executed by the transferor and transferee, stamped (if applicable) and lodged, together with the Note Acknowledgment to which it relates, with the Trustee for registration.

The Trustee is entitled to accept and assume the authenticity and genuineness of any Note Transfer to be duly executed. The Trustee is not bound to enquire into the authenticity or genuineness of any Note Transfer, nor will it incur any liability for registering any Note Transfer which is subsequently discovered to be a forgery or otherwise defective, unless the Trustee had actual notice of such forgery or defect at the time of registration of the Note Transfer.

The Trustee may refuse to register any Note Transfer which would result in:

- (a) a contravention of or failure to observe:
 - (i) the terms of the Master Trust Deed, the Supplementary Terms Notice or the Security Trust Deed; or
 - (ii) a law of any State or Territory of the Commonwealth of Australia, and of the Commonwealth of Australia; or
- (b) an obligation to procure registration of the A\$ Notes, the Master Trust Deed, the Security Trust Deed or the Supplementary Terms Notice with, or the approval of any of them by, any government agencies.

The Trustee shall not be bound to give any reason for refusing to register any Note Transfer and its decision shall be final, conclusive and binding. If the Trustee refuses to register a Note Transfer it shall as soon as practicable (and in any event no later than 7 days after the date the Note Transfer was lodged with it) send to the transferor and the transferee notice of such refusal.

A Note Transfer shall not take effect until registered by the Trustee and, until the transferee is entered in the Register as the holder of the A\$ Notes which are the subject of the Note Transfer, the transferor shall remain the holder of those A\$ Notes.

When a Note Transfer is received by the Trustee during any period when the Register is closed for any purpose, the Trustee shall not register the Note Transfer until the Business Day after the day on which the Register is reopened.

1.7 Marked Transfer and Acceptance

An A\$ Noteholder may request the Trustee to provide a marked Note Transfer in relation to their A\$ Notes. Once a Note Transfer has been marked by the Trustee, for a period of 90 days thereafter the Trustee will not register any transfer of A\$ Notes relating thereto other than on that marked Note Transfer.

1.8 Austraclear

If A\$ Notes are lodged into the Austraclear System, the Trustee will enter Austraclear in the Register as the holder of the A\$ Notes. While those A\$ Notes remain in the Austraclear System:

- (a) all payments and notices required of the Trustee and the Manager in relation to those A\$ Notes will be directed to Austraclear; and
- (b) all dealings (including transfers) and payments in relation to those A\$ Notes within the Austraclear System will be governed by the regulations published by Austraclear.

1.9 Notices to A\$ Noteholders

Subject to 1.8 above, a notice, request or other communication to A\$ Noteholders shall be deemed to be duly given or made by:

- (a) an advertisement placed on a Business Day in The Australian Financial Review (or other nationally distributed newspaper); or
- (b) mail, postage prepaid, to the address of the A\$ Noteholders as shown on the Register. Any notice so mailed shall be conclusively presumed to have been duly given whether or not the A\$ Noteholder actually receives the notice.

1.10 Joint Noteholders; no trusts

If a single parcel of A\$ Notes is held by more than one person, only the person whose name stands first in the Register in relation to that parcel of A\$ Notes shall be entitled to be issued the relevant Note Acknowledgment, (if applicable) to be given a marked Note Transfer, to be given any notices and to be paid any moneys due in respect of such A\$ Notes.

The Trustee is not obliged to enter on the Register notice of any trust, security interest or other interest in respect of any A\$ Notes and the Trustee may recognise an A\$ Noteholder as the absolute owner of A\$ Notes and the Trustee shall not be bound or affected by any trust affecting the ownership of any A\$ Notes unless ordered by a court or required by statute.

2. RISK FACTORS

See section 7 of the Offering Circular headed “Risk Factors”.

Market risks apply to A\$ Notes in addition to the Class A-1 Notes as stated in the Offering Circular. That is, there is no assurance that a secondary market in the A\$ Notes will develop, or if one does develop, that it will provide liquidity of investment or will continue for the life of the A\$ Notes. No assurance will be given that it will be possible to effect a sale of the A\$ Notes, nor can any assurance be given that if a sale were to take place, it would not be at a discount to the acquisition price or the face value of the A\$ Notes.

Not all Risk Factors in the Offering Circular will be relevant to domestic investors. Each potential investor should seek its own legal and financial advice before investing in any A\$ Notes.

3. SUBSCRIPTION AND SALE

3.1 Selling Restriction

- (a) Each Dealer has severally represented, warranted and agreed that it will:
 - (i) observe all applicable laws and regulations in any jurisdiction in which it may offer, arrange the offering of, sell or deliver A\$ Notes; and
 - (ii) not directly or indirectly offer, sell, resell or re-offer A\$ Notes or distribute this Information Memorandum or any offering material relating to A\$ Notes in any country or jurisdiction except under circumstances that will result in compliance with all applicable laws and regulations.
- (b) Each Dealer has agreed that it will carry out its obligations under the Dealer Agreement in accordance with the standards reasonably expected of a prudent dealer and an appropriately qualified market adviser for securities similar to the relevant A\$ Notes, taking into account the relevant market, the relevant A\$ Notes and the proposed Assets of the Trust.
- (c) The Trustee has no responsibility to ensure compliance by the Dealers with the above covenants and representations referred to in this section 3.
- (d) Each Dealer has confirmed to the Trustee and the Manager that it will not offer, arrange the offering of, or sell any A\$ Notes other than on the terms and conditions of, and subject to, the Dealer Agreement.

3.2 Australian Distribution

- (a) Each Dealer has severally acknowledged that:
 - (i) no offering circular, prospectus or other disclosure document in relation to any A\$ Notes has been lodged with the Australian Securities and Investments Commission; and
 - (ii) the Manager requires the Dealer to act in good faith and with a view to achieving an efficient and effective distribution of A\$ Notes.
- (b) Each Dealer has severally represented and agreed that it (directly or indirectly):
 - (i) has not:
 - (A) offered for issue or sale;
 - (B) invited applications for the issue of;
 - (C) invited applications for offers to purchase; or
 - (D) sold,any A\$ Notes;
 - (ii) will not:
 - (A) offer for issue or sale;
 - (B) invite applications for the issue of;
 - (C) invite applications for offers to purchase; or
 - (D) sell,any A\$ Notes; and
 - (iii) has not distributed and will not distribute any draft, preliminary or definitive information memorandum, advertisements or other offering material relating to any A\$ Notes, in Australia unless:
 - (A) (1) the amount payable on acceptance by each offeree or invitee for the A\$ Notes is a minimum amount (disregarding amounts, if any, lent by the Trustee or other person offering the A\$ Notes or an associate (as defined in the Corporations Act 2001 (Cth)) of either of them) of A\$500,000; or

- (2) the offer or invitation is otherwise an offer or invitation for which no disclosure is required to be made under Part 6D.2 of the Corporations Act 2001 (Cth) and the Corporations Regulations made under the Corporations Act 2001 (Cth); and
 - (B) the offer, invitation or distribution complies with all applicable laws and regulations and directives in relation to the offer, invitation or distribution and does not require any document to be lodged with, or registered by, the Australian Securities and Investments Commission.
- (c) Each Dealer has severally undertaken:
 - (i) to offer the A\$ Notes for which it subscribes for sale within 30 days of the Issue Date:
 - (A) to at least 10 persons each of whom was carrying on a business of providing finance, or investing in or dealing in securities, in the course of operating in financial markets and who was not known, or suspected, by the employees of each of the Dealers acting in relation to the sale to be an associate of any other person covered by this sub-paragraph (A); or
 - (B) to at least 100 persons who it would be reasonable to regard as either having acquired instruments similar to those A\$ Notes in the past or as likely to be interested in acquiring those A\$ Notes; or
 - (C) as a result of negotiations being initiated by the Dealer publicly in electronic form on Reuters or the Bloomberg System or any other electronic financial information system which is used by financial markets for dealing in notes such as those A\$ Notes, specifying in such offer the name of the issuer, the name of the issuer trust, the maturity date of those A\$ Notes, the principal amount of those A\$ Notes and the price at which those A\$ Notes are offered for sale; and
 - (ii) until the Final Maturity Date, to provide proposed investors with a copy of this Information Memorandum subject to each of the Dealers having been provided with copies from the Manager.

For the purposes of paragraph (c), “associate” has the meaning given in section 128F of the Tax Act.

- (d) Each Dealer (as to itself only) has represented and agreed that, in connection with the primary distribution of any A\$ Notes, it has not and will not sell any A\$ Notes to any person, if, at the time of such sale, its employees acting in relation to the sale knew or had reasonable grounds to suspect that, as a result of such sale, such A\$ Notes would be acquired (directly or indirectly) by an Offshore Associate of the Trustee other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of the A\$ Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of an Australian registered scheme. The employees of a Dealer acting in relation to the sale will only be considered to have actual knowledge or reasonable grounds to suspect that an entity is an Offshore Associate of the Trustee if that entity is identified on a list of Offshore Associates of the Trustee provided by St.George or the Trustee to the Dealers.
- (e) Each Dealer (as to itself only) has undertaken to provide, on at least five Business Days’ written notice from the Manager, all information and documentation in relation to its marketing efforts under paragraph (c), as may be reasonably requested by the Trustee to assist the Trustee to demonstrate that the public offer test under section 128F of the Tax Act has been satisfied, provided that no Dealer shall be obliged to disclose:
 - (i) the identity of any purchaser of any A\$ Note or any information from which such identity would be capable of being ascertained;
 - (ii) any information which is customarily regarded by it as confidential or the disclosure of which would be contrary to or prohibited by any relevant law, regulation, directive or by any agreement or undertaking; or
 - (iii) any information or documentation after a period of 4 years from the lodgment of the income tax return by the Trustee for the financial year ending 30 September 2007.

3.3 U.S. Distribution

- (a) The A\$ Notes have not been and will not be registered under the Securities Act or any state securities laws and may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of, US persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act. In addition, the A\$ Notes have not been and will not be resold in the United States or to US persons unless they are subsequently registered or an exemption from registration is available.
- (b) Each Dealer has severally represented and agreed that it will not offer and sell A\$ Notes:
 - (i) as part of their distribution at any time; or
 - (ii) otherwise until 40 days after the later of the commencement of the offering of the A\$ Notes and the Issue Date (the “Distribution Compliance Period”) (as determined and notified to each Dealer by the Manager following notification by the Dealers to the Manager of completion of distribution of the A\$ Notes purchased by or through it),

within the United States or to, or for the account or benefit of, US persons, and it will have sent to each dealer to which it sells the A\$ Notes during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the A\$ Notes, within the United States or to, or for the account or benefit of, US persons. Terms used in this paragraph have the meaning given to them by Regulation S.

Each Dealer has agreed that neither it, its affiliates (if any) nor any person acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the A\$ Notes, and each Dealer, each of its affiliates (if any) and any person acting on its behalf have complied and will comply with the offering restrictions requirements of Regulation S.

In addition, until 40 days after the commencement of the offering of the A\$ Notes, any offer or sale of the A\$ Notes within the United States of America by a dealer whether or not participating in the offering may violate the registration requirements of the Securities Act.

3.4 U.K. Distribution

Each Dealer has severally represented to and agreed with the Issuer that:

- (i) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (“FSMA”) with respect to anything done by it in relation to the A\$ Notes in, from or otherwise involving the United Kingdom; and
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated, an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any A\$ Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Trustee.

3.5 Singapore Distribution

Each Dealer has severally acknowledged that this Information Memorandum and the Offering Circular have not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Neither this Information Memorandum, the Offering Circular nor any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the A\$ Notes will be distributed or circulated by the Dealers, nor will the A\$ Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, in Singapore other than:

- (a) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”); or
- (b) to a relevant person pursuant to Section 275(1A) of the SFA, or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

3.6 Hong Kong Distribution

Each Dealer (as to itself only) represents and agrees that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any A\$ Notes other than:
 - (i) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or
 - (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purpose of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the A\$ Notes which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the A\$ Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance.

3.7 Spain Distribution

Each Dealer has severally represented and agreed that the A\$ Notes may not and will not be offered, sold or distributed in the Kingdom of Spain save in accordance with the requirements of the Spanish Securities Market Law of 28 July 1988 (*Ley 24/1988, de 28 de julio, del Mercado de Valores*) as amended and restated, and Royal Decree 291/1992, of 27 March, on Issues and Public Offerings of Securities (*Real Decreto 291/1992, de 27 de marzo, sobre Emisiones y Ofertas Públicas de Venta de Valores*) as amended and restated and the decrees and regulations made thereunder. Neither the A\$ Notes nor the Information Memorandum have been or will be verified or registered in the administrative registries of the Spanish Securities Markets Commission (*Comision Nacional del Mercado de Valores*). Accordingly, the A\$ Notes may not and will not be sold, offered or distributed in Spain other than (i) to qualified investors pursuant to and in compliance with Spanish Securities Market Law 24/1988, as amended, Royal Decree 1310/2005 and any regulation issued thereunder; or (ii) in other circumstances which do not constitute a public offer of securities in Spain within the meaning of the Spanish Securities Market Law and further relevant legislation or without complying with all legal and regulatory requirements in relation thereto.

4. PREPAYMENT AND YIELD CONSIDERATIONS

The following information is given solely to illustrate the effect of prepayments of the Purchased Loans on the weighted average life of the A\$ Notes under the stated assumptions and is not a prediction of the prepayment rate that might actually be experienced.

4.1 General

The rate of principal payments and aggregate amount of payments on the A\$ Notes and the yield to maturity of the A\$ Notes will relate to the rate and timing of payments of principal on the Purchased Loans. The rate of principal payments on the Purchased Loans will in turn be affected by the amortisation schedules of the Purchased Loans and by the rate of principal prepayments, including, for this purpose, prepayments resulting from refinancing, liquidations of the Purchased Loans due to defaults, casualties, condemnations and repurchases by the Approved Seller. Subject, in the case of fixed rate Purchased Loans, to the payment of applicable fees, the Purchased Loans may be prepaid by the Borrowers at any time.

4.2 Prepayments

Prepayments, liquidations and purchases of the Purchased Loans, including optional purchase of the remaining Purchased Loans in connection with the termination of the Trust, will result in early payments of Invested Amounts on the Notes. Prepayments of principal may occur in the following situations:

- (a) refinancing by Borrowers with other financiers;
- (b) receipt by the Issuer Trustee of enforcement proceeds due to a Borrower having defaulted on its Purchased Loan;
- (c) receipt by the Issuer Trustee of insurance proceeds in relation to a claim under a Mortgage Insurance policy in respect of a Purchased Loan;
- (d) repurchase by the Approved Seller as a result of a breach by it of certain representations, less the principal balance of any related substituted loan, if any;
- (e) receipt by the Trust of any net amount attributable to principal from the Approved Seller or another trust established under the Master Trust Deed with respect to the substitution of a Purchased Loan;
- (f) repurchase of the Purchased Loans as a result of an optional termination or a redemption for taxation or other reasons;
- (g) receipt of proceeds of enforcement of the Security Trust Deed prior to the Final Maturity Date of the Notes; or
- (h) receipt of proceeds of the sale of Purchased Loans if the trust is terminated while A\$ Notes are outstanding, for example, if required by law, and the Purchased Loans are then either:
 - (i) repurchased by St.George Bank under its right of first refusal; or
 - (ii) sold to a third party.

The prepayment amounts described above are reduced by:

- (i) Principal Draws; and
- (j) the Redraw Retention Amount retained in the Collection Account.

Since the rate of payment of principal of the Purchased Loans cannot be predicted and will depend on future events and a variety of factors, no assurance can be given as to this rate of payment or the rate of principal prepayments. The extent to which the yield to maturity of any A\$ Note may vary from the anticipated yield will depend upon the following factors:

- (i) the degree to which an A\$ Note is purchased at a discount or premium; and
- (ii) the degree to which the timing of payments on the A\$ Note is sensitive to prepayments, liquidations and purchases of the Purchased Loans.

A wide variety of factors, including economic conditions, the availability of alternative financing and homeowner mobility may affect the Trust's prepayment experience with respect to the Purchased Loans.

4.3 Weighted Average Lives

The weighted average life of a Note refers to the average amount of time that will elapse from the date of issuance of the Note to the date each Euro or dollar (as the case may be) in respect of principal repayable under the Note is reduced to zero.

Usually, greater than anticipated principal prepayments will increase the yield on Notes purchased at a discount and will decrease the yield on Notes purchased at a premium. The effect on yield due to principal prepayments occurring at a rate that is faster or slower than the rate initially anticipated will not be entirely offset by a subsequent similar reduction or increase, respectively, in the rate of principal payments. The amount and timing of delinquencies and defaults on the Purchased Loans and the recoveries, if any, on defaulted Purchased Loans and foreclosed properties will also affect the weighted average life of the Notes.

The following table is based on a constant prepayment rate model. Constant prepayment rate represents an assumed constant rate of prepayment each month, expressed as a per annum percentage of the principal balance of the pool of housing loans for that month. Constant prepayment rate does not purport to be a historical description of prepayment experience or a prediction of the anticipated rate of prepayment of any pool of housing loans, including the Purchased Loans. Neither the Approved Seller nor the Manager believes that any existing statistics of which it is aware provide a reliable basis for Noteholders to predict the amount or timing of receipt of Purchased Loan prepayments.

The following table is based upon the assumptions in the following paragraph, and not upon the actual characteristics of the anticipated Purchased Loans. Any discrepancies between characteristics of the actual Purchased Loans and the assumed Purchased Loans may have an effect upon the percentages of the Invested Amounts outstanding and weighted average lives of the Notes set forth in the table. Furthermore, since these discrepancies exist, principal payments on the Notes may be made earlier or later than the table indicates.

For the purpose of the following table, it is assumed that:

- (a) the Purchased Loan pool consists of fully-amortising Purchased Loans having the following approximate characteristics:

<i>Pool Number</i>	<i>Repline</i>	<i>Balance Outstanding</i>	<i>WA Interest Rate %</i>	<i>WA Original Term to Maturity in Months</i>	<i>WA Remaining Term to Maturity in Months</i>	<i>WA Remining IBO Period</i>
1	0 < RT ≤ 100	8,176,286	7.55%	142	74	–
2	100 < RT ≤ 150	23,700,675	7.57%	211	130	–
3	150 < RT ≤ 200	51,057,460	7.53%	257	178	–
4	200 < RT ≤ 275	188,797,995	7.49%	294	238	–
5	275 < RT ≤ 285	23,957,336	7.40%	312	280	–
6	285 < RT ≤ 300	182,477,879	7.31%	310	294	–
7	300 < RT ≤ 345	178,934,081	7.37%	361	331	–
8	345 < RT ≤ 360	784,652,199	7.23%	362	355	–
9	IO 0 < RT ≤ 15	65,140,659	7.09%	330	298	9
10	IO 15 < RT ≤ 30	89,872,053	7.25%	342	316	24
11	IO 30 < RT ≤ 40	63,771,609	7.20%	349	329	34
12	IO 40 < RT ≤ 50	58,340,772	7.09%	349	334	46
13	IO 50 < RT ≤ 60	98,748,736	7.25%	349	341	55
14	IO 60 < RT ≤ 160	126,907,433	7.23%	342	313	135
15	IO 160 < RT ≤ 240	115,114,828	7.22%	347	335	171
		<u>2,059,650,001</u>	<u>7.28%</u>	<u>340</u>	<u>319</u>	<u>24</u>

- (b) the Cut-Off Date is the close of business on 29 May 2007;

- (c) the Closing Date for the Notes is 26 June 2007;
- (d) payments on the Notes are made on each Monthly Payment Date or Quarterly Payment Date, as applicable, regardless of the day on which payment actually occurs, commencing on 13 September 2007, in the case of the first Monthly Payment Date, and 13 September 2007, in the case of the first Quarterly Payment Date, and are made in accordance with the priorities described in this Offering Circular;
- (e) the model uses a prepayment assumption (the “**Prepayment Assumption**”) which represents an assumed rate of prepayment each month relative to the then outstanding principal balance of the pool of mortgage loans. A 100% Prepayment Assumption assumes a constant prepayment rate (“**CPR**”) of 26% per annum. As used in the following table, the 0% Prepayment Assumption assumes prepayment rates equal to 0% of the related Prepayment Assumption (i.e., no prepayments). Correspondingly, the 75% Prepayment Assumption assumes prepayment rates equal to 75% of the 100% Prepayment assumption (i.e., a CPR of 19.5% per annum), and so forth for any of the other scenarios;
- (f) the scheduled monthly payments of principal and interest on the Purchased Loans will be timely delivered on the first day of each month, including in the month of June 2007, which will have principal payments based on one full month’s collections, with no defaults;
- (g) there are no additional Redraws, Further Advances, substitutions or payment holidays with respect to the Purchased Loans, other than those accounted for in the Prepayment Assumption;
- (h) all prepayments are prepayments in full received on the last day of each month and include 30 days’ interest on the prepayment;
- (i) principal collections are paid according to the rules of distribution set forth in this Offering Circular;
- (j) all payments under the Hedge Agreements are made as scheduled;
- (k) the Manager does not direct the Issuer Trustee to exercise its right of optional redemption of the Notes, except with respect to the line titled “Weighted Average Life-To Call (Years)”;
- (l) the exchange rate is €0.61248 = A\$1.00.

It is not likely that the Purchased Loans will pay at any assumed constant prepayment rate to maturity or that all Purchased Loans will prepay at the same rate. In addition, the diverse remaining terms to maturity of the Purchased Loans could produce slower or faster payments of principal than indicated in the tables at the assumed constant prepayment rate specified, even if the weighted average remaining term to maturity of the Purchased Loans is the same as the weighted average remaining term to maturity of the assumptions described in this Section 5.4(c). Each investor or potential investor in Notes is urged to make their investment decisions on a basis that includes a determination as to anticipated prepayment rates under a variety of the assumptions discussed in this Offering Circular as well as other relevant assumptions.

In the following table, the percentages have been rounded to the nearest whole number and the weighted average life of a Class of Notes is determined by the following three step process:

- (a) multiplying the amount of each payment of principal thereof by the number of years from the date of issuance to the related Monthly Payment Date or Quarterly Payment Date, as applicable;
- (b) summing the results; and
- (c) dividing the sum by the aggregate payments of principal referred to in paragraph (A) above and rounding to two decimal places.

Percentage of Initial Principal Outstanding at the Following Constant Prepayment Rate Percentages
Class A2

Date	0%	75%	90%	100%	110%	125%	150%
26-Jun-07	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
13-Jun-08	99%	79%	75%	73%	70%	66%	59%
13-Jun-09	98%	63%	56%	53%	49%	43%	35%
13-Jun-10	96%	49%	42%	38%	34%	28%	20%
13-Jun-11	95%	39%	32%	28%	24%	19%	13%
13-Jun-12	93%	31%	24%	20%	17%	13%	8%
13-Jun-13	91%	24%	18%	15%	12%	8%	4%
13-Jun-14	89%	19%	13%	11%	8%	5%	2%
13-Jun-15	87%	15%	10%	7%	6%	3%	1%
13-Jun-16	85%	12%	7%	5%	4%	2%	*
13-Jun-17	82%	9%	5%	4%	2%	1%	*
13-Jun-18	80%	7%	4%	2%	1%	1%	0%
13-Jun-19	77%	5%	3%	2%	1%	*	0%
13-Jun-20	74%	4%	2%	1%	*	0%	0%
13-Jun-21	70%	3%	1%	1%	*	0%	0%
13-Jun-22	66%	2%	1%	*	0%	0%	0%
13-Jun-23	62%	1%	*	*	0%	0%	0%
13-Jun-24	58%	1%	*	0%	0%	0%	0%
13-Jun-25	54%	1%	0%	0%	0%	0%	0%
13-Jun-26	49%	*	0%	0%	0%	0%	0%
13-Jun-27	44%	*	0%	0%	0%	0%	0%
13-Jun-28	39%	0%	0%	0%	0%	0%	0%
13-Jun-29	35%	0%	0%	0%	0%	0%	0%
13-Jun-30	29%	0%	0%	0%	0%	0%	0%
13-Jun-31	24%	0%	0%	0%	0%	0%	0%
13-Jun-32	19%	0%	0%	0%	0%	0%	0%
13-Jun-33	14%	0%	0%	0%	0%	0%	0%
13-Jun-34	9%	0%	0%	0%	0%	0%	0%
13-Jun-35	4%	0%	0%	0%	0%	0%	0%
13-Jun-36	1%	0%	0%	0%	0%	0%	0%
13-Jun-37	0%	0%	0%	0%	0%	0%	0%
13-Jun-38	0%	0%	0%	0%	0%	0%	0%
13-Jun-39	0%	0%	0%	0%	0%	0%	0%
13-Jun-40	0%	0%	0%	0%	0%	0%	0%
	0%	75%	90%	100%	110%	125%	150%
Weighted Average Life – to Maturity (Years)	17.74	4.14	3.43	3.07	2.76	2.39	1.91
Weighted Average Life – to Call (Years)	17.64	3.84	3.17	2.84	2.56	2.20	1.77

Class B

Date	0%	75%	90%	100%	110%	125%	150%
26-Jun-07	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
13-Jun-08	100%	100%	100%	100%	100%	100%	100%
13-Jun-09	100%	100%	100%	100%	100%	100%	100%
13-Jun-10	100%	100%	100%	100%	100%	100%	100%
13-Jun-11	100%	100%	85%	74%	64%	51%	34%
13-Jun-12	100%	82%	64%	54%	45%	34%	27%
13-Jun-13	100%	65%	48%	39%	32%	26%	27%
13-Jun-14	100%	51%	36%	28%	26%	26%	27%
13-Jun-15	100%	40%	27%	26%	26%	26%	27%
13-Jun-16	100%	32%	26%	26%	26%	26%	27%
13-Jun-17	100%	26%	26%	26%	26%	26%	27%
13-Jun-18	100%	26%	26%	26%	26%	26%	14%
13-Jun-19	100%	26%	26%	26%	26%	26%	3%
13-Jun-20	100%	26%	26%	26%	26%	22%	0%
13-Jun-21	100%	26%	26%	26%	26%	10%	0%
13-Jun-22	100%	26%	26%	26%	21%	2%	0%
13-Jun-23	100%	26%	26%	26%	10%	0%	0%
13-Jun-24	100%	26%	26%	15%	2%	0%	0%
13-Jun-25	100%	26%	22%	6%	0%	0%	0%
13-Jun-26	100%	26%	12%	*	0%	0%	0%
13-Jun-27	100%	26%	4%	0%	0%	0%	0%
13-Jun-28	100%	20%	0%	0%	0%	0%	0%
13-Jun-29	93%	11%	0%	0%	0%	0%	0%
13-Jun-30	79%	4%	0%	0%	0%	0%	0%
13-Jun-31	65%	0%	0%	0%	0%	0%	0%
13-Jun-32	50%	0%	0%	0%	0%	0%	0%
13-Jun-33	37%	0%	0%	0%	0%	0%	0%
13-Jun-34	26%	0%	0%	0%	0%	0%	0%
13-Jun-35	26%	0%	0%	0%	0%	0%	0%
13-Jun-36	26%	0%	0%	0%	0%	0%	0%
13-Jun-37	0%	0%	0%	0%	0%	0%	0%
13-Jun-38	0%	0%	0%	0%	0%	0%	0%
13-Jun-39	0%	0%	0%	0%	0%	0%	0%
13-Jun-40	0%	0%	0%	0%	0%	0%	0%
	0%	75%	90%	100%	110%	125%	150%
Weighted Average Life – to Maturity (Years)	25.63	10.53	8.98	8.10	7.39	6.49	5.58
Weighted Average Life – to Call (Years)	24.95	7.39	6.12	5.50	4.98	4.37	3.84

Class C

Date	0%	75%	90%	100%	110%	125%	150%
26-Jun-07	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
13-Jun-08	100%	100%	100%	100%	100%	100%	100%
13-Jun-09	100%	100%	100%	100%	100%	100%	100%
13-Jun-10	100%	100%	100%	100%	100%	100%	100%
13-Jun-11	100%	86%	65%	57%	49%	39%	26%
13-Jun-12	100%	63%	49%	41%	35%	26%	20%
13-Jun-13	100%	50%	37%	30%	24%	20%	20%
13-Jun-14	100%	39%	28%	22%	20%	20%	20%
13-Jun-15	100%	31%	21%	20%	20%	20%	20%
13-Jun-16	100%	24%	20%	20%	20%	20%	20%
13-Jun-17	100%	20%	20%	20%	20%	20%	20%
13-Jun-18	100%	20%	20%	20%	20%	20%	20%
13-Jun-19	100%	20%	20%	20%	20%	20%	20%
13-Jun-20	100%	20%	20%	20%	20%	20%	15%
13-Jun-21	100%	20%	20%	20%	20%	20%	9%
13-Jun-22	100%	20%	20%	20%	20%	20%	5%
13-Jun-23	100%	20%	20%	20%	20%	15%	3%
13-Jun-24	100%	20%	20%	20%	20%	9%	2%
13-Jun-25	100%	20%	20%	20%	16%	6%	1%
13-Jun-26	100%	20%	20%	20%	10%	4%	1%
13-Jun-27	100%	20%	20%	14%	7%	2%	*
13-Jun-28	90%	20%	19%	9%	4%	1%	*
13-Jun-29	71%	20%	13%	6%	3%	1%	*
13-Jun-30	61%	20%	8%	4%	2%	*	*
13-Jun-31	50%	17%	5%	2%	1%	*	*
13-Jun-32	38%	11%	3%	1%	1%	*	*
13-Jun-33	28%	6%	2%	1%	*	*	*
13-Jun-34	20%	3%	1%	*	*	*	*
13-Jun-35	20%	1%	*	*	*	*	*
13-Jun-36	20%	*	*	*	*	*	*
13-Jun-37	0%	0%	0%	0%	0%	0%	0%
13-Jun-38	0%	0%	0%	0%	0%	0%	0%
13-Jun-39	0%	0%	0%	0%	0%	0%	0%
13-Jun-40	0%	0%	0%	0%	0%	0%	0%
	0%	75%	90%	100%	110%	125%	150%
Weighted Average Life – to Maturity (Years)	24.61	9.73	8.47	7.76	7.20	6.44	5.61
Weighted Average Life – to Call (Years)	24.06	6.61	5.47	4.96	4.56	4.10	3.65

5. ADDITIONAL DEFINITIONS

A\$ Note	see section 1.1(e).
A\$ Noteholder	means the holder of one or more A\$ Notes.
ASX	means the Australian Securities Exchange.
Austraclear	means Austraclear Limited or any other clearing system recognised by the Reserve Bank of Australia and the Australian Bankers Association or any successor entity.
Austraclear System	means the system (or another equivalent term) as defined in any regulations published by Austraclear.
Business Day	any day, other than a Saturday, Sunday or public holiday, on which banks are open for business in London, Sydney and The Trans-European Real-Time Gross Settlement Express Transfer (TARGET) System or any successor to it is open.
Dealer	means: <ul style="list-style-type: none">(a) in relation to Class A-2 Notes, each of Barclays Bank PLC and St.George; and(b) in relation to Class B Notes and Class C Notes, St.George.
Dealer Agreement	means the Dealer Agreement relating to the A\$ Notes between the Trustee, the Manager and the Dealers.
Extraordinary Resolution	means, in relation to the A\$ Noteholders, subject to the provisions of the Security Trust Deed: <ul style="list-style-type: none">(a) a resolution passed at a meeting of the A\$ Noteholders duly convened and held in accordance with the provisions contained in clause 29 of the Master Trust Deed by a majority consisting of not less than 75% of the votes able to be cast by the A\$ Noteholders (cast by show of hands or poll, as the case may be); or(b) a resolution in writing under clause 29 of the Master Trust Deed signed by all the A\$ Noteholders.
Fitch Ratings	means Fitch Australia Pty Ltd.
Final Maturity Date	see section 1.1(o).
Issue Date	see section 1.1(b).
Interest Rate	see section 1.1(j).
Initial Invested Amount	see section 1.1(f).
Monthly Payment Date	see section 1.1(l).
Moody's	means Moody's Investors Service, Inc. or Moody's Investors Service Pty Limited.
Non-Resident	means a person not a resident of Australia.
Note Acknowledgment	see section 1.5.
Note Transfers	see section 1.6.
Offering Circular	see page 1.
Offshore Associate of the Trustee	means an associate (within the meaning of section 128F(9) of the Tax Act) of the Trustee that is either: <ul style="list-style-type: none">(a) a non-resident of Australia that does not acquire A\$ Notes in carrying on a business at or through a permanent establishment in Australia; or

(b) a resident of Australia that acquires A\$ Notes in carrying on a business at or through a permanent establishment in Australia.

Quarterly Payment Date

see section 1.1(m).

Record Date

in relation to a date for payment of any amount in relation to an A\$ Note, means 4:00 pm (Sydney time) on the second Business Day before that date of payment.

Register

see section 1.4.

S&P

means Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc.

St.George

means St.George Bank Limited.

Tax Act

means the Income Tax Assessment Act 1936 (Cth) or the Income Tax Assessment Act 1997 (Cth), as appropriate.

ANNEXURE

See Offering Circular attached.