



Term Advantage Fund

Investment Statement

Important Information

(The information in this section is required under the Securities Act 1978).

Investment decisions are very important. They often have long term consequences. Read all documents carefully. Ask questions. Seek advice before committing yourself.

Choosing an investment

When deciding whether to invest, consider carefully the answers to the following questions that can be found on the pages noted below:

What sort of investment is this?	2
Who is involved in providing it for me?	2
How much do I pay?	4
What are the charges?	5
What returns will I get?	6
What are my risks?	10
Can the investment be altered?	12
How do I cash in my investment?	13
Who do I contact with inquiries about my investment?	15
Is there anyone to whom I can complain if I have problems with the investment?	15
What other information can I obtain about this investment?	16

In addition to the information in this document, important information can be found in the current registered prospectus for the investment (the "Prospectus"). You are entitled to a copy of that prospectus on request.

The Financial Markets Authority regulates conduct in financial markets

The Financial Markets Authority regulates conduct in New Zealand's financial markets. The Financial Markets Authority's main objective is to promote and facilitate the development of fair, efficient, and transparent financial markets.

For more information about investing, go to <http://www.fma.govt.nz>.

Financial advisers can help you make investment decisions

Using a financial adviser cannot prevent you from losing money, but it should be able to help you make better investment decisions.

Financial advisers are regulated by the Financial Markets Authority to varying levels, depending on the type of adviser and the nature of the services they provide. Some financial advisers are only allowed to provide advice on a limited range of products.

When seeking or receiving financial advice, you should check:

- > the type of adviser you are dealing with:
- > the services the adviser can provide you with:
- > the products the adviser can advise you on.

A financial adviser who provides you with personalised financial adviser services may be required to give you a disclosure statement covering these and other matters. You should ask your adviser about how he or she is paid and any conflicts of interest he or she may have.

Financial advisers must have a complaints process in place and they, or the financial services provider they work for, must belong to a dispute resolution scheme if they provide services to retail clients. So if there is a dispute over an investment, you can ask someone independent to resolve it.

Most financial advisers, or the financial services provider they work for, must also be registered on the financial service providers register. You can search for information about registered financial service providers at <http://www.fspr.govt.nz>.

You can also complain to the Financial Markets Authority if you have concerns about the behaviour of a financial adviser.

Important notice

This is an Investment Statement prepared in accordance with the Securities Act 1978 and the Securities Regulations 2009 (as amended by the Securities Amendment Regulations 2011), relating to an offer of units in the Term Advantage Fund by AMP Investment Management (N.Z.) Limited. It is prepared as at, and is dated, 9 January 2012.

See the Glossary on page 17 of this Investment Statement for definitions of some of the capitalised terms used in this Investment Statement.

Individual Investors

A reference in this Investment Statement to an "individual investor" is a reference to a person who invests directly in the Term Advantage Fund (the "Fund"); that is, an investor who does not invest in the Fund through an administration and custodial service authorised by AMP Capital Investors. As at the date of this Investment Statement, all investments in the Fund must be made through an administration and custodial service authorised by AMP Capital Investors. The Manager may vary the manner in which investments in the Fund can be made.

Where a person is an "individual investor", a reference in this Investment Statement to an "investor", "Unit Holder", "you", "your" or "yourself" is a reference to the individual investor.

Investors investing through an Administration and Custodial Service

A reference in this Investment Statement to an “underlying investor” is a reference to a person who has invested in the Fund through an administration and custodial service. (As indicated above, investments in the Fund can only be made as at the date of this Investment Statement through an administration and custodial service authorised by AMP Capital Investors).

If a person invests in the Fund through an administration and custodial service:

- › the administration and custodial service will be the registered holder of their Units and will hold these Units on their behalf. The underlying investor will be the beneficial owner of the Units. The person making the investment (i.e. the underlying investor) will have the same rights, benefits and entitlements as if they were the registered holder of the Units, except that the relevant administration and custodial service will be recorded in the Fund’s securities register as the Unit Holder and will hold the Units for the underlying investor on their behalf. As the registered holder, the administration and custodial service will be the person who is lawfully able to exercise any rights, or enjoy benefits and entitlements, in relation to the Units but will do so on the underlying investor’s behalf;
- › a reference in this Investment Statement to an “investor”, “Unit Holder”, “you”, “your” or “yourself” is a reference to the administration and custodial service or the individual investor (as applicable) – that is, it is a reference to the registered holder of the Units and not the underlying investor; and
- › a reference in this Investment Statement to an “administration and custodial service” is a reference to an authorised administration and custodial service that has invested in the Fund on behalf of an underlying investor.

Persons who are investing in the Fund through an administration and custodial service should not complete the application form attached to this Investment Statement. Rather, the application form should be completed by the relevant administration and custodial service on their behalf.

Persons investing in the Fund through an administration and custodial service should review that administration and custodial service’s terms and conditions and its marketing materials, in addition to the terms of the Fund and an investment in it, before investing through that service.

Investors and underlying investors are required to obtain and read a copy of this Investment Statement before investing in the Fund or instructing any administration and custodial service to invest in the Fund on their behalf and/or act as their nominee. Prospective individual investors and underlying investors should ensure that they take the time to read this Investment Statement and the other relevant documentation that they have been given before making an investment decision.

Tax related adjustments

In this Investment Statement, wherever there is a reference to the redemption, repurchase, transfer or transmission of Units or to withdrawing Units or an investment in the Fund, that is a reference to such Units that remain after any adjustment to the number of Units at that time to reflect tax paid or payable on income attributable to the underlying investor or individual investor at that investor’s Prescribed Investor Rate (“PIR”) under the Portfolio Investment Entity (“PIE”) tax regime described more fully on page 9.

Variations to method of investment

The Manager may vary the methods by which investors and underlying investors may invest in the Fund in accordance with the terms of this Investment Statement, the Prospectus and the Trust Deed. As at the date of this Investment Statement, all investments must be made via an authorised administration and

What sort of investment is this?

The investment offered is Units in the Term Advantage Fund, a unit trust established under the Unit Trusts Act 1960. A unit trust allows you to 'pool' your money together with other investors. Each Unit you buy represents a share of the Fund's assets and enables investors to participate, as beneficiaries under a trust, in the income and gains arising from the assets of the Fund based on the terms of issue of that Unit.

The Fund is a passively managed fund which aims to provide Unit Holders with an investment and pre-tax returns similar to a term deposit with a bank of a similar term.

The Fund invests the funds raised by it exclusively with the New Zealand branch of Rabobank. The Investment Policy of the Fund is to invest the funds raised by it exclusively in a New Zealand dollar denominated deposit with Rabobank (or other suitably rated part of the Rabobank group), provided that cash may be held by the Fund for liquidity purposes.

The Rabobank Group has more than 110 years experience providing customised banking and finance

solutions to businesses. Rabobank has a Aaa negative rating from Moody's and a AA (credit watch negative) rating from Standard & Poor's (as discussed further on page 11).

The return on a Unit Holder's Units will be based on the Interest Rate applicable to those Units. Returns are intended to be distributed to Unit Holders in accordance with the Issue Terms for the relevant Units. At the date of this Investment Statement, it is intended that returns will be accrued daily in the Fund and be distributed to Unit Holders on the specified Redemption Date for their Units and on 31 March (if that date falls within the Investment Term). The Manager may, however, vary the method of distribution.

The Fund is a unit trust and a PIE for the purposes of the Income Tax Act 2007. More information on the PIE tax regime is set out in the "What returns will I get?" section of this Investment Statement. By investing through the Fund, you will generally not pay any more than a maximum final tax rate of 28%, as long as you have provided the Manager with your correct PIR.

2

Who is involved in providing it for me?

The name of the trust is the Term Advantage Fund. It is a unit trust established under the Unit Trusts Act 1960. The Fund has been in operation since 15 December 2010. It enables investors to participate, as beneficiaries under a trust (based on the terms of issue of their Units), in the returns generated by the Fund by investing the funds raised by it exclusively in a New Zealand dollar denominated deposit with a Rabobank (or other suitably rated part of the Rabobank group). As at the date of this Investment Statement, the deposit is with the New Zealand branch of Rabobank.

Investors should be aware that the names and addresses below are stated as at the date of this investment statement and may change from time to time. Current names and addresses may be obtained by contacting the Manager at the address below.

The Manager

AMP Investment Management (N.Z.) Limited is the Manager of, and issuer of Units in, the Fund.

AMP Investment Management (N.Z.) Limited
Ground Floor, PwC Tower
113 – 119 The Terrace
PO Box 3764
Wellington

Telephone: (04) 494 2200

Fax: (04) 494-2123

Email: clientservicecentre@ampcapital.co.nz

Directors of the Manager

The directors of the Manager are:

Graham Nicholas Stewart Law - Wellington, New Zealand

Nicholas Peter Dobson - Wellington, New Zealand

Grant David Hassell - Wellington, New Zealand

George William Carter - Auckland, New Zealand

The directors of the Manager may change without notice to investors or underlying investors. Directors of the Manager can be contacted at the Manager's address.

The principal activities of AMP Investment Management (N.Z.) Limited are the management and administrative control of investment funds. AMP Investment Management (N.Z.) Limited was incorporated as a company on 26 August 1987 and has been carrying on those activities since incorporation.

The Investment Manager

AMP Capital Investors (New Zealand) Limited is the Investment Manager of the Fund. Its address is:

Ground Floor, PwC Tower

113 – 119 The Terrace

PO Box 3764

Wellington

Telephone: 0800 400 499

Fax: (04) 494 2123

Email: clientservicecentre@ampcapital.co.nz

About AMP Capital

AMP Capital is a specialist investment manager with around NZ\$12* billion of funds under management in New Zealand. As a wholly-owned subsidiary of AMP Limited, AMP Capital Investors operates independently, with a pure investment focus, but benefits from the resources of the parent.

With over 200 in-house investment professionals throughout Australasia and a carefully selected global network of investment partners, AMP Capital Investors offers significant depth and breadth of investment expertise.

* As at 30 June 2011.

The Trustee

The New Zealand Guardian Trust Company Limited is the Trustee of the Fund. Its address is:

3rd Floor, Guardian Trust House

15 Willeston Street

PO Box 913

Wellington

Telephone: (04) 495 7914

Fax: (04) 499 1454

The Administration Manager

BNP Paribas Fund Services Australasia Pty Limited NZ Branch (trading as BNP Paribas Securities Services) is the Administration Manager of the Fund. Its address is:

Level 15

171 Featherston St

PO Box 3299

Wellington

The Registrar

Appello Services Limited is the Registrar of the Fund. Its address is:

Level 2

75 Queen Street

Auckland

The Promoters

AMP Capital Investors (New Zealand) Limited is a Promotor of the Fund. Its address is:

Ground Floor, PwC Tower

113 – 119 The Terrace

PO Box 3764

Wellington

Telephone: 0800 400 499

Fax: (04) 494 2123

Email: clientservicecentre@ampcapital.co.nz

Directors of AMP Capital who are Promoters

Stephen James Peter Dunne (Chairman) of Sydney, Australia

Andrew Bird of Sydney, Australia

Anthony Gerard Fasso of Clearwater Bay, Hong Kong

David Graham Kiddie of Sydney, Australia

The directors of AMP Capital may change from time to time without notice to investors or underlying investors. They can be contacted at AMP Capital's address.

How much do I pay?

An investor may choose how much he or she pays in respect of Units in the Fund, and when those payments are made, as set out below. However, while investments in the Fund can be made at any time, they can only be made for the Investment Terms available on the date an application for Units is accepted by the Manager.

As at the date of this Investment Statement, investments in the Fund may only be made through an administration and custodial service (including a "wrap" or similar service) authorised by AMP Capital from time to time. Prospective investors should confirm the minimum subscription and application process with any such service directly. The Manager may vary the method by which investors may invest in the Fund in accordance with the terms of this Investment Statement, the Prospectus and the Trust Deed.

Investments through authorised administration and custodial services can be made by cheque to "Cash Unit Trust Nominees Limited – Term Advantage Fund" or by direct credit (see the instructions on the application form attached to this Investment Statement for further details). Cash Unit Trust Nominees Limited is the Trustee's nominee company for the Fund.

General

The Manager reserves the right to alter the minimum investment and balance amounts for an investment in the Fund and to refuse any application (either in whole or in part) at its discretion (and if it refuses an application for Units (in whole or in part) it will refund the subscription monies without interest).

Issue of Units

When you invest in the Fund, you buy Units in the Fund. Units in the Fund have a set issue price of \$1.00 each. Payment of the aggregate issue price of the number of Units applied for is required before Units are issued. If an investor or underlying investor fails to make such payment, or a payment is dishonoured or reversed, no Units will be issued in respect of their application, or any Units issued in reliance on their payment will be cancelled. In addition, withdrawals from the Fund (i.e., through the redemption or repurchase of Units) will be permitted only if the issue price of the relevant Units has been paid in cleared funds.

The Manager will cease accepting applications for Units if the Current Value of the Fund per Unit (as set out in the Trust Deed) falls below \$1.00.

What are the charges?

If the Manager accepts a Redemption Notice for Units in the Fund prior to the Specified Redemption Date for those Units, the Unit Holder must pay an Early Withdrawal Fee. Some administration and custodial services may not allow early withdrawals, so please check the terms and conditions of your administration and custodial service provider. Currently, no other fees are payable by investors or from the Fund, and there is no intention to impose such fees.

Early withdrawal fee

If the Manager accepts a Redemption Notice in respect of an investment in the Fund prior to the Specified Redemption Date, an Early Withdrawal Fee will be charged to the Unit Holder. (As indicated above, some administration and custodial services may not allow early withdrawals. Underlying investors should, therefore, refer to the terms and conditions of their administration and custodial service provider.)

The Early Withdrawal Fee consists of two components - the cost of early withdrawal which is payable to the Fund ("Early Withdrawal Cost") and an early withdrawal administration fee which is payable to the administration and custodial service through which the underlying investor has invested ("Early Withdrawal Administration Fee").

Early Withdrawal Cost

The Early Withdrawal Cost is calculated by multiplying the amount withdrawn by the current available Interest Rate for the rest of the Term (less the agreed Interest Rate for the Units) multiplied by the number of days remaining in the Term divided by 365 days.

- > If the result is negative, no Early Withdrawal Cost is charged.
- > If the result is positive, then the Early Withdrawal Cost is charged.

Two examples of how the Early Withdrawal Cost is calculated are set out below using a Unit Holder who holds \$20,000 worth of Units in the Fund for an Investment Term of four months at an Interest Rate of 5% and wishes to withdraw all of the investment early.

Example one

There is 60 days of the Unit Holder's Investment Term

remaining and the current available Interest Rate for a 60 day Investment Term is 4.5%.

The Early Withdrawal Cost will be calculated as follows:

$$\$20,000 \times (4.5\% - 5\%) \times 60 \text{ days} / 365 \text{ days} = - \$16.44$$

This is a negative amount so the Early Withdrawal Fee will not contain an Early Withdrawal Cost component

Example two

There is 60 days of the Unit Holder's Investment Term remaining and the current available Interest Rate for a 60 day Investment Term is 5.5%.

The Early Withdrawal Cost will be calculated as follows:

$$\$20,000 \times (5.5\% - 5\%) \times 60 \text{ days} / 365 \text{ days} = \$16.44$$

This is a positive amount so the Early Withdrawal Fee will contain an Early Withdrawal Cost component of \$16.44.

Early Withdrawal Administration Fee

Up to \$250 (please contact the administration and custodial service through which you invested for the applicable amount).

The authorised administration and custodial services may alter this charge by giving three months' written notice to their respective underlying investors.

Other fees

As at the date of this Investment Statement, the Manager is responsible for paying any fees to the Trustee, Investment Manager, Registrar and the Administration Manager, and any other costs and expenses associated with the administration, promotion and regulatory compliance of the Fund (other than the Early Withdrawal Fee). Such fees, costs and expenses are not currently payable out of the Fund.

Instead of contracting other parties to do so, the Manager may, with the Trustee's approval (such approval not to be unreasonably withheld or delayed), provide registry management, custody and accounting services in respect of the Fund itself. The Manager is entitled to charge the Fund reasonable fees for these services, if it provides them itself. It must provide those services on normal commercial terms, or terms as favourable to the Fund as normal commercial terms. As

at the date of this Investment Statement, the Manager does not provide any of those services itself. As set out below, the Manager is entitled to appoint and engage certain other parties to perform its obligations under the Trust Deed, and all reasonable and proper fees and expenses payable to any such parties are to be paid by the Manager, for which the Manager can be reimbursed from the Fund in accordance with the Trust Deed. As at the date of this Investment Statement, the Manager engages third parties to undertake such services but does not seek, nor intend seeking, reimbursement from the Fund for those services.

Under the Trust Deed, the Manager may charge an Exit Fee to Unit Holders on redemption of their Units. The Exit Fee must be a sum that is fair having regard to the costs, charges, and expenses likely to be incurred by the Manager when selling or disposing of Assets (and is calculated as at the date on which the Repayment Price for Units is determined). As at the date of this Investment Statement, there is no intention to charge an Exit Fee.

Under the Trust Deed, the Manager may also charge a management fee. It has chosen not to charge a management fee and at the date of this Investment Statement has no intention of charging such a fee. No entry fee is payable in respect of investments in the Fund.

Under the Trust Deed, the Trustee is entitled to be paid from the Fund, by way of remuneration for its services as Trustee, such fees as may be agreed in writing between it and the Manager. However, currently, the Trustee's fees are paid by the Manager and are not paid by the Fund.

The Manager and the Trustee are both entitled to be reimbursed out of the Fund for various items of expenditure incurred by them in relation to the Fund, as described in the Trust Deed. The actual amount of these expenses cannot be ascertained until they are incurred or realised. There is no maximum amount of reimbursable expenses. As at the date of this Investment Statement, there is no current intention by the Manager or Trustee to seek any such reimbursement.

In consideration for the Fund's funds being deposited with the New Zealand branch of Rabobank, Rabobank pays to the Investment Manager a percentage of the Current Value of the Fund (as calculated daily), subject to a minimum amount payable by Rabobank each year. The fee paid by Rabobank to the Investment Manager does not affect the rate of interest payable on the Fund's deposit with the New Zealand branch of Rabobank nor the returns paid to investors.

What returns will I get?

Returns

The Fund aims to provide investors with pre-tax returns similar to a bank term deposit. But, unlike a direct bank deposit, the maximum final tax rate payable in respect of an investment in the Fund will generally be 28%, as long as investors provide the Manager with the correct PIR.

As at the date of this Investment Statement, the Fund invests exclusively in a New Zealand dollar denominated deposit with the New Zealand branch of Rabobank.

The key factors that will determine the return on your investment will be the Investment Term and Interest

Rate applicable to your Units and the amount of your investment. The current Investment Terms and Interest Rates can be viewed by visiting www.ampcapital.co.nz. In addition to receiving interest at the specified Interest Rate for your investment, you will also receive the principal amount of your investment on the Specified Redemption Date of your Units.

Distributions

The income accruing in respect of each Unit will be calculated and recorded daily, and distributions of that income will be made in accordance with the Issue Terms for the Units.

The Issue Terms will specify the frequency of distributions and whether distributions will be made in cash or by the issue of further Units in the Fund.

As at the date of this Investment Statement, it is intended that distributions of income on Units will be made in cash on the Specified Redemption Date of those Units and on 31 March in each year (if that date falls within the Investment Term for a Unit).

As an example, an investor who invests for a 12 month Investment Term commencing in January will receive a distribution in cash (soon after 31 March) reflecting the income accrued up to 31 March. Payment of the initial investment and the income accrued after 31 March will also be made to the investor on the Specified Redemption Date (in this example, January the following year).

Income may also be distributed to an investor on a date prior to the Specified Redemption Date in the event of an early withdrawal if the Manager (in its sole discretion) accepts a Redemption Notice prior to the Specified Redemption Date.

Distributions may be adjusted to reflect tax paid by the Fund at the Unit Holder's PIR in respect of income attributed to the Unit Holder under the PIE tax regime (as described more fully on page 9).

Other

The Trustee is the person legally liable to pay distributions on the Units and to repay the initial investment amount on the Specified Redemption Date. The Manager is, however, responsible for making the actual payments on the Trustee's behalf.

The Manager may vary the distribution policies for the Fund from time to time.

Suspending withdrawals

The Manager can suspend withdrawals from the Fund if it forms the opinion, on reasonable grounds, that it is not desirable, or would be prejudicial to the interests of Unit Holders, to allow withdrawals. There is no time limit on the period for which withdrawals can be suspended. If, however, a suspension lasts longer than six months after the Suspension Notice is given

to Unit Holders, the Manager must call a meeting of Unit Holders for them to consider whether the Fund should be terminated. Where the Investment Term of a Unit expires while withdrawals are suspended, the withdrawal price for that Unit will be calculated on the last day of the period of suspension.

Taxation

Taxes may affect returns to investors and underlying investors.

The Fund is a PIE and operates under the PIE tax regime. As a PIE, the Fund's income is attributed to the investors in the Fund and tax is paid on the income attributed to the investors at each investor's PIR.

What is a Prescribed Investor Rate (PIR)?

Your PIR is the tax rate that the Fund uses to calculate the tax payable by it on the income of the Fund that is attributed to you. The PIR is based on your taxable income e.g. income from salary, wages and any additional sources of income that you would include in your income tax return and the income attributed to you from any PIEs in which you invest, including the Fund. The Fund pays the tax liability and may cancel Units equivalent in value to the tax liability. This will generally occur in the period immediately before the Fund is required to make a tax payment to the IRD in respect of the investor.

For investors and underlying investors tax is payable at that investor's PIR. As at the date of this Investment Statement, the PIRs are as follows (from 1 April 2012 PIE's can elect to use PIR's for non-resident that differ based on income sources):

- > 10.5% for investors who are:
 - New Zealand resident individuals who have provided their IRD number to the Manager and who derived in either of the last two income years* preceding the current tax year \$14,000** or less in taxable income (excluding PIE Income) and \$48,000 or less in taxable income and PIE Income combined; or

- a New Zealand resident trustee of certain testamentary trusts that elect to have a 10.5% PIR;
- > 17.5% for investors who are:
 - New Zealand resident individuals who do not qualify for the 10.5% PIR but who have provided their IRD number to the Manager and who derived in either of the last two income years* preceding the current tax year** \$48,000 or less of taxable income (excluding PIE Income) and \$70,000 or less in taxable income and PIE Income combined; or
 - a New Zealand resident trustee of a trust (except unit trusts and charitable trusts but including superannuation funds) that elects to have a 17.5% PIR;
- > 28% for non-residents, New Zealand resident individuals who are not eligible for either the 10.5% PIR or the 17.5% PIR and trusts (except unit trusts and charitable trusts but including superannuation funds) that elect to have a 28% PIR; and
- > 0% for the following entities (if resident in New Zealand):
 - charities, PIEs, companies (including deemed companies such as unit trusts and proxies); and
 - superannuation funds and trusts that have not elected to have a higher PIR.

Provided an investor has elected the correct PIR before the end of the tax year (and before any withdrawal during the year), the investor will have no further tax liability, except that:

- > If the investor's PIR is 0%, the investor will be responsible for payment of tax on the income attributed to that investor; and
- > In the case of a trust which has elected a PIR that is lower than 28%, the trust will be required to file a tax return and will be responsible for payment of tax on income attributed to the trust, although a credit should be available for the tax paid by the Fund attributed to the trust.

An investor's actual PIR will depend on their personal circumstances, including taxable and PIE Income in the two years preceding the current tax year*, as well as tax residency. The available PIRs will be displayed on the IRD website at "www.ird.govt.nz/toii/pir/". The description

of the PIRs above reflects the Manager's understanding of tax laws as at the date of this Investment Statement.

If an investor or underlying investor does not provide a PIR, the default rate is 28%. In the case of joint investors the PIR of the investor with the highest PIR is used. The Commissioner of Inland Revenue can require the Manager to disregard the PIR notified to the Manager by an investor and apply a PIR notified by the Commissioner.

In the case of investors with a 0% PIR, the Fund will not have any tax liability in respect of income attributed to such investors. Instead the investors must include attributed income in their own tax returns and claim any attributed losses as deductions in their own tax returns. Also, tax credits for foreign withholding tax and other types of credits such as imputation credits are attributed to such investors to be credited against tax payable in their own tax returns. A trust with a 0% PIR that retains PIE Income as trustee income will be subject to tax in respect of such income at the current trustee tax rate of 33%.

For investors with PIRs greater than 0%, the Fund will be liable to pay the tax liability on income attributed to such investors. The tax liability attributable to an investor for a period will depend on the net income and tax credits attributed to the investor for that period and the investor's PIR. The Fund will pay each investor's tax liability for each period and will either cancel Units equivalent in value to the amount of that tax liability or deduct the tax from any distributions to investors. If there are excess tax credits for a period or the Fund has a loss rather than net income for a period the Fund may in certain circumstances receive a tax refund in respect of such investors and will be able to pass on the refund to such investors either by issuing additional Units or paying the amount of the refund to investors.

For investors who correctly elect a PIR greater than 0% (other than a trust which elects the 10.5% or 17.5% PIR, as above) the tax paid on income attributed to such investors will be a final tax and such investors will not be required to file a tax return in respect of such income. A trust which elects the 10.5% or 17.5% PIR will be required to file a tax return including its PIE income, with a credit for any tax paid by the Fund on its behalf.

There will also be no impact on student loan repayment obligations or child support payment obligations, although family assistance eligibility may be affected.

If the tax liability on income attributed to you by the Fund exceeds your investment in the Fund, the Manager will redeem your remaining Units and pay the proceeds of the redemption to the IRD. To the extent this tax liability is not paid by the Fund, you may need to pay the tax directly to the IRD.

For more information about PIR and to determine your correct PIR rate please refer to the IRD website “www.ird.govt.nz/toii/pir/” or contact your professional tax adviser.

The advantage of PIE

PIE funds provide some investors with a significant benefit over holding assets (or investments) directly.

This reflects that PIEs will pay tax on income attributed to investors at their PIR with the highest or default PIR capped at 28%. This means that investors with a marginal tax rate of 33% will save 15% of tax on their investments by investing in a PIE. A trust with a PIR lower than 28% that retains PIE Income as trustee income will be subject to tax in respect of such income at the current trustee tax rate of 33%.

However, there is a difference in the timing of tax payments between a direct term deposit with a bank (tax, in the form of withholding tax, is usually paid at maturity of the term deposit) and the Fund (tax is paid after 31 March annually and after the Specified Redemption Date of the investor’s Units).

Impact of PIE for certain taxpayers

In some circumstances your personal marginal tax rate could be lower than your PIR, which means that investment in a PIE fund may not be appropriate.

Given that there are a number of circumstances where you may pay more tax in a PIE, rather than other forms of investment, it is important to consult your tax adviser to determine whether a PIE is best for you.

Why do I need a PIR?

Changes made in 2007 to the taxation of investment income enables managed funds that become PIEs to calculate their tax based on each investor’s PIR, which are currently 28%, 17.5%, 10.5% or 0% subject to satisfying various conditions. In order to benefit from these changes, you need to supply your PIR and IRD number at the time of application.

When do I need to provide my PIR?

You should provide your PIR when you invest in the Fund, along with your IRD number. Each year the Manager will write to investors to ask them to reconfirm their PIR. You should review your rate each year to ensure it is correct and notify the Manager of any changes.

It is important that you provide your PIR when requested. If you fail to provide your PIR or your IRD number then your investment will be taxed at the default rate of 28%. This rate could be higher than your PIR. If you do not provide your PIR or IRD number, or if you provide a PIR that is lower than your correct PIR, you will be liable to pay any consequential tax shortfall, including any penalties and interest, and to file a tax return. If you advise a PIR that is higher than the applicable PIR, you will not be able to claim back the excess tax paid.

If the tax liability on income attributed to you by the Fund exceeds your investment in the Fund, the Manager will redeem your remaining Units and pay the proceeds of the redemption to the IRD. To the extent this tax liability is not paid by the Fund, you may need to pay the tax directly to the IRD.

Investing through a custodian

The PIE tax regime makes specific provision for custodians who hold legal title to Units on behalf of underlying investors who have provided the funds for the Units held by the custodian. A custodian that holds Units for an underlying investor in the Fund may give a notice to the Fund that the custodian is a Proxy. If an underlying investor invests through a custodian who has elected to be a Proxy then the following

responsibilities will not be undertaken by the Manager or the Trustee, but will be undertaken by that custodian:

- > allocating to the underlying investors amounts attributed to the Proxy by the Fund;
- > paying the tax liability on income attributed to the Proxy applying the PIRs of the underlying investors;
- > making adjustments to the Units held on behalf of underlying investors (by redeeming Units) or the distributions (if any) made to underlying investors or requiring a payment to be made by underlying investors to reflect the tax liability on income attributed to the underlying investors;
- > providing returns and other information to the IRD; and
- > providing to the Fund any information concerning the underlying investors that may be relevant to whether the Fund continues to meet the eligibility requirements for a PIE (such as the maximum investor interests requirement and the minimum number of investors requirement).

Proxies may be required to enter into contractual arrangements with the Manager regarding compliance by the Proxies with the requirements of tax legislation.

Other

Tax legislation and rates of tax may be subject to change. The impact of taxation may vary depending on your individual circumstances.

It is important that investors, underlying investors and individual investors seek professional taxation advice before they invest or deal with their investment as the taxation treatment of their investment will be specific to their circumstances and to the nature of their investment.

None of the Trustee or its nominee companies, the Manager, the Investment Manager, the Administration Manager, or any of their respective related companies or directors, officers, agents or any other person takes responsibility for the taxation liability of any investors, underlying investors or individual investors.

Under the Trust Deed, if the Manager requests an investor to provide information to the Manager to enable the Manager to determine whether the Fund continues to meet the PIE eligibility requirements, the investor must supply that information within 30 days of the request.

The Trustee and the Manager are indemnified by every investor in respect of any tax paid or payable by the Trustee or the Manager in good faith on behalf, or in respect, of the investor.

What are my risks?

All investments involve risk. Risk is the likelihood of not getting all your money back, or getting a lower return than you expect. Generally, the higher the expected return, the higher the expected risk.

While the Fund is intended to provide pre-tax returns similar to a bank deposit and may only invest in a New Zealand dollar denominated deposit with Rabobank (or other suitably rated part of the Rabobank group), there is still a level of risk caused by factors such as:

- > **Credit risk:** As at the date of this Investment Statement, the Fund invests exclusively in a deposit with the New Zealand branch of Rabobank. The Fund's investments are not, therefore, diversified and it is exposed to the risk of a Rabobank insolvency (see Insolvency risk below).
- > **Credit rating risk:** There is a risk that Rabobank's credit rating could be downgraded, which could impact on Rabobank's reputation or the interest rate payable on the Fund's deposit with its New Zealand branch.
- > **Insolvency risk:** Either Rabobank or the Fund becoming insolvent or being put into receivership, liquidation or statutory management in circumstances where their respective assets cannot

satisfy the claims of investors and underlying investors.

- › **Market risk:** Markets are affected by a host of factors, including economic and regulatory conditions, market sentiment, political events, natural disasters and environmental and technology issues. Changes in markets could result in changes in interest rates and therefore, investor returns (both positive and negative).
- › **Interest rate risk:** Changes in interest rates can have a negative impact directly or indirectly on returns.
- › **Tax:** Any change in taxation legislation could have an impact on the Fund's and Unit Holders' returns. Any changes to either PIRs or marginal tax rates (including changes to the applicable thresholds) could affect the tax efficiency for particular investors of investing in the Fund relative to other comparable investments.
- › **PIE eligibility:** Although the Manager has mechanisms available to manage compliance with the PIE eligibility requirements there is a risk that the Fund could lose its PIE status if there is a breach of those requirements and the Manager does not become aware of the breach in time to correct it.
- › **Wrong PIR:** If an investor or underlying investor has provided a PIR that is lower than the correct PIR, that investor will be liable for any consequential tax shortfall, (including any penalties and interest), and will be required to file a tax return. Investors or underlying investors who provide a PIR that is higher than the correct PIR will not be able to claim back the excess tax paid.
- › **Passive management risk:** The Fund is passively managed and there is no obligation on either the Manager or the Trustee to ascertain whether alternative investments may provide a better return for Unit Holders (although the Trustee and the Manager may, by agreement, make an alternative investment with a suitably rated part of the Rabobank group at their sole discretion in line with the Fund's Investment Policy).
- › **Liquidity risk:** If an investor wishes to break the term of their investment early, an Early Withdrawal Fee may be payable when their investment is redeemed.

- › **Regulatory risk:** Changes to laws, regulations, codes of practice or policies applying to Rabobank or the Fund could impact adversely on the performance of Rabobank or the Fund (as the case may be) and, as a result, on the returns to investors.
- › **Operational risk:** Both Rabobank and the Fund are exposed to operational risks resulting either from external events or from inadequate or failed internal processes, people and systems. These risks include technology risk (including business systems failure), human error or failure, fraud, compliance with legal and regulatory obligations, counterparty performance under outsourcing arrangements, legal risk, data integrity risk, security risk and external events (including pandemics).

Investors and underlying investors should be aware of these risks when investing and that not all risks can be foreseen.

Rabobank credit ratings

As at the date of this Investment Statement, Rabobank has a Aaa negative rating from Moody's and a AA (credit watch negative) rating from Standard & Poor's

Credit ratings essentially reflect the ability of a financial agency to meet all its monetary obligations (i.e. pay out all interest amounts and principal on time).

On 30 November 2011, Standard & Poor's downgraded its rating of Rabobank from 'AAA' negative to 'AA' stable. On 7 December 2011, the outlook on Rabobank's credit rating was changed from "stable" to "credit watch negative".

A 'AA' rating indicates Standard & Poor's assessment that the obligor's capacity to meet its financial commitments is very strong.

Personal liability

There are no circumstances in which you will be obliged to pay any further money in respect of your investment in Units, apart from any tax liability that is attributable to you or that you incur as a result of advising the wrong PIR or failing to advise the Manager when your PIR increases.

Under the terms of the application form attached to this Investment Statement, a custodian that holds Units on behalf of underlying investors and elects to be a Proxy (as described on page 9) indemnifies the Manager and the Trustee for any losses, liabilities, costs or expenses arising from any breach (in relation to underlying investors for whom the custodian is responsible) of the maximum investor interests requirements or the minimum number of investors requirements in the Income Tax Act 2007, including the losses, liabilities, costs or expenses arising from a Fund losing PIE status.

Consequences of insolvency

In the unlikely event of the insolvency of the Fund, you will not be liable to pay any money to any person apart from the amounts mentioned above. Creditors of the Fund will rank ahead of claims of investors in the event of the Fund being wound up. Claims of investors rank equally among themselves in proportion to the number of Units held.

Can the investment be altered?

12

While you can make a subscription (of at least the minimum investment amount, if applicable) at any time, the investment must be for the Investment Terms available on the date the application is accepted by the Manager. An investment can only be withdrawn on the relevant Specified Redemption Date (unless the Manager in its absolute discretion agrees to accept a Redemption Notice in respect of Units prior to the Specified Redemption Date of those Units, in which case an Early Withdrawal Fee will be payable as set out in the “What are the charges?” section – see page 5 for further detail).

If the amount of your investment falls below the minimum balance requirement, the Manager may choose to redeem or repurchase your Units in the Fund after giving you three months’ notice of its intention to do so. Units may be consolidated or subdivided, or the Fund resettled, in the manner set out in the Trust Deed.

If your investment exceeds the maximum investor interests requirement (prescribed in the Income Tax Act 2007) or would otherwise threaten or cause the Fund to be ineligible as a PIE, the Manager has the right to sell, redeem or repurchase the number of Units held by you which give rise to the breach or potential breach. You will be given notice of any such breach and an opportunity to remedy it (provided that there is time to remedy the breach under the relevant tax legislation). Any proceeds from any such sale, redemption or

repurchase (less any expenses arising from such disposal) will be paid to you, and neither the Manager nor the Trustee shall be liable for any loss you may incur on any such disposal.

In other circumstances where your investment would threaten or cause the Fund to become ineligible as a PIE, the Manager may take all steps it considers necessary or desirable to ensure the Fund is eligible, or continues to be eligible, to be a PIE.

Alteration to the terms of the investment

The Trustee and the Manager may amend the Trust Deed if the change:

- > is, in the opinion of the Trustee and the Manager, necessary, desirable or expedient to comply with the provisions of, or to reflect any changes to, any statute, ordinance, regulation or by-law or any law made under the authority of any statute, regulation, by-law or ordinance or is the requirement of any competent statutory authority;
- > is, in the opinion of the Trustee and the Manager, necessary, or expedient in order for the Fund to qualify as, or continue to be eligible to be, a PIE;
- > is, in the opinion of the Trustee, made to correct a manifest error or is of a formal, technical or administrative nature only;

- > is, in the opinion of the Trustee, not materially prejudicial to investors in the Fund affected by the proposed amendments;
- > will, in the opinion of the Trustee, enable the provisions of the Trust Deed to be more conveniently or advantageously administered;
- > is approved by separate Extraordinary Resolutions of each class of investors which, in the opinion of the Trustee, is likely to be affected by the proposed amendment; or
- > is otherwise expressly authorised by the Trust Deed.

Changes in the investment objectives, strategy and philosophy for the Fund are determined by the Manager and notified to the Trustee. The Manager may change the current Investment Policy of the Fund with the Trustee's consent. In general terms, the Trustee will approve any changes to the Investment Policy of the Fund unless it considers that as a result of the changes it may be directed to buy or sell Assets which are manifestly not in the interests of Unit Holders. The Investment Policy authorises the transactions the

Manager can undertake without seeking the Trustee's prior agreement.

The minimum investment amounts, investment objectives, strategy and philosophy of the Fund are current as at the date of this Investment Statement and can be varied from time to time by the Manager in accordance with the Trust Deed. The Manager may change its practices described in this Investment Statement without further notice to investors provided that any changes are within the terms of the Trust Deed and are not material to investors. Prior to effecting any material changes in respect of the Fund, the Manager must give notice of the same to Unit Holders.

Where a practice of the Manager is referred to, or the description "generally" or "currently" is used in this Investment Statement in relation to a practice, the reference is to the practice of the Manager as at the date of this Investment Statement. The Manager reserves the right to review and change such practices without further notice within the terms of the Trust Deed.

How do I cash in my investment?

Withdrawals

Units in the Fund will generally only be redeemed on their Specified Redemption Date, except where the Investment Term for a Unit crosses over 31 March in any year in which case any Units issued by way of distribution prior to 31 March will be redeemed on 31 March. As at the date of this Investment Statement, the Manager does not intend to issue Units as distributions – instead, returns will accrue as income in the Fund and be distributed in cash in the manner specified on pages 6 to 7. The accrued income will first be used to meet any tax liability on income attributed to you and the remainder of the income accrued up to 31 March will be paid to you soon after 31 March.

The Manager may, in its absolute discretion, accept a Redemption Notice in respect of Units prior to the Specified Redemption Date of those Units. If the

Manager accepts a Redemption Notice prior to the Specified Redemption Date, the Manager will redeem all Units held by the underlying investor or the individual investor which have the same Issue Terms as the Units specified in the Redemption Notice. The Unit Holder must pay an Early Withdrawal Fee (see page 5) if the Manager agrees to redeem a Unit Holder's Units prior to the Specified Redemption Date of those Units.

On the Specified Redemption Date, the repayment price for each Unit being redeemed will be the lesser of \$1.00 and the Current Value of the Fund per Unit (determined by dividing the Current Value of the Fund by the number of Units on issue at the time) minus any Exit Fee (as at the date of this Investment Statement, there is no intention to charge an Exit Fee). Please refer to the Prospectus for an explanation of how the Current Value of the Fund is calculated.

Investors and underlying investors may elect to have their investment and returns (except for any returns received as a withdrawal on 31 March) automatically reinvested in the Fund on the Specified Redemption Date for their investment for the same Investment Term at the prevailing Interest Rate for that Investment Term. The election can be made in the application form attached to this Investment Statement. The ability to reinvest automatically will, however, depend on whether the administration and custodial service through which underlying investors invest offers automatic reinvestment. Underlying investors should check the position with the authorised administration and custodial services through which they invest. The Manager will endeavour to ensure that investors and underlying investors will also receive a letter in the weeks preceding the Specified Redemption Date for their investment giving them the opportunity to reinvest for one of the available Investment Terms or to change the reinvestment election (if any) made in their application form.

If your investment exceeds the maximum investor interests requirement (prescribed in the Income Tax Act 2007) or would otherwise threaten or cause the Fund to be ineligible as a PIE, the Manager may choose to sell, redeem or repurchase your Units in the Fund after giving you notice of any such breach and, if appropriate, an opportunity to remedy it.

In other circumstances where your investment would threaten or cause the Fund to become ineligible as a PIE, the Manager may take all steps it considers necessary or desirable to ensure the Fund continues to be eligible to be a PIE.

Suspending withdrawals

The Manager can suspend withdrawals from the Fund if it forms the opinion, on reasonable grounds, that it is not desirable, or would be prejudicial to the interests of Unit Holders to allow withdrawals. There is no time limit on the period for which withdrawals can be suspended. If, however, a suspension lasts longer than six months after the Suspension Notice is given to Unit Holders, the Manager must call a meeting of Unit Holders for them to consider whether the Fund

should be terminated. Where the Investment Term of a Unit expires while withdrawals are suspended, the withdrawal price for that Unit will be calculated on the last day of the period of suspension.

Tax on redemptions

Where Units are redeemed, the tax liability on income attributed to you up to the redemption date will need to be satisfied either by the Manager cancelling Units or making a deduction from any distribution payable to you.

If you are a capital account holder, the entire amount of any unit redemption proceeds will not be taxable to you. For revenue account holders, redemption proceeds should also not be taxable.

Transfers

You are entitled to sell your interest in the Fund to another person in accordance with the Trust Deed. The Manager may decline to register a transfer for the reasons set out in the Trust Deed. The Manager does not believe that there is an established market for the sales of Units.

The Manager may treat an application for the transfer of Units as a cancellation of the transferor's Units (in which case an early withdrawal fee may apply) and the issue of new Units to the transferee (note that the same term and rate may not be available for the issue of new Units). In these circumstances, tax at the transferor's PIR will be payable on income attributed to the transferor for the period up to the date of cancellation of the Units.

If a transfer of Units does occur that is not treated as a cancellation of existing Units and an issue of new Units, there may be tax consequences for the transferor, depending on the transferor's tax position.

Who do I contact with inquiries about my investment?

Any inquiries about the investment should be directed to the person or organisation that arranged this investment for you. If they are not able to help you to your satisfaction then please contact:

Client Servicing
AMP Capital Investors (New Zealand) Limited
Ground Floor, PwC Tower
113 – 119 The Terrace
PO Box 3764
Wellington
Telephone: 0800 400 499
Email: clientservicecentre@ampcapital.co.nz

Is there anyone to whom I can complain if I have problems with the investment?

Any complaints or problems with the investment should be directed to the person or organisation that arranged this investment for you. If they are not able to help you to your satisfaction then please contact:

Client Servicing
AMP Capital Investors (New Zealand) Limited
Ground Floor, PwC Tower
113 – 119 The Terrace
PO Box 3764
Wellington
Telephone: 0800 400 499
Email: clientservicecentre@ampcapital.co.nz

In addition, the Promoter and Manager are registered with Financial Services Complaints Limited, a dispute resolution scheme approved under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. Under that scheme, if you have any complaints or problems with your investment, you should first try to resolve these with the Manager / Promoter. Andrew Penn, Executive Legal Counsel of AMP Capital, is the relevant contact for such complaints and can be contacted at the address above.

If your complaint cannot be resolved with the Manager / Promoter, you may direct your complaint to:

Financial Services Complaints Limited
Level 13
45 Johnston Street
PO Box 5967
Wellington
Telephone: 0800 347 257 or (04) 472 3725
Fax: (04) 472 3728
Email: info@fscl.org.nz

Another person you can contact if you are not satisfied with the outcome of your inquiry to the persons noted above is the Trustee at:

The Manager
Corporate Trusts
The New Zealand Guardian Trust Company Limited
Level 3, Guardian Trust House, 15 Willeston Street
Wellington
Telephone: 0800 166 747 or (04) 495 7914
Email: wellington@nzgt.co.nz

What other information can I obtain about this investment?

Additional information about the Units and the Fund is contained in the Prospectus, the Trust Deed, the annual report and financial statements for the Fund.

Copies of the Prospectus, the Trust Deed, the financial statements, and other documents relating to the Manager and the Fund are available free of charge on request from the Manager during normal business hours. The Manager's contact details are set out in the directory on page 2. These documents are also filed on a public register at the Companies Office of the Ministry of Economic Development and are available for public inspection on the Manager's file under "Search for a Company" on the Companies Office website, www.business.govt.nz/companies, or (on payment of any relevant fee) by telephoning the Ministry of Economic Development Business Service Centre on 0508 266 726 at any time during normal business hours.

You may request, in writing, the following information in relation to the Fund free of charge from the Manager at the Manager's address on page 2:

- > An annual statement for taxation purposes.
- > Further copies of the Investment Statement.
- > A written statement of your Unit Holding.

You can also obtain a copy of the Unit Holder Register from the Manager, subject to the payment of a fee.

If you have invested in the Fund through an administration and custodial service you should refer to that service for information in relation to the Fund including statements for taxation purposes and details of your Unit holding.

Investors will also receive annually from the Manager an annual report which will include the audited financial statements for the Fund, a report from the Manager, and any change to the Fund's Investment Policies.

Privacy Act

The information you provide is covered by the Privacy Act 1993. Your rights in relation to personal information are governed by the Privacy Act 1993.

When you join the Fund, and remain an investor, your personal information may be kept on file by the Manager, the Trustee, AMP Capital and the person or organisation that arranged this investment for you. This information is needed for administering your investment and may be used and disclosed for the purposes of the Fund. The Manager may disclose information from time to time relating to your investments to your agents involved in the provision of administration or custodial services to the Fund (which agents may themselves use such information in the performance of their functions) or for regulatory purposes.

During normal working hours you are entitled to see any personal information we hold about you. If you believe that any of the details are incorrect, you may ask for a correction to be made. If for any reason the Manager is unable to make the correction requested, details of your request will be permanently attached to your personal information.

Glossary

Administration Manager means BNP Paribas Fund Services Australasia Pty Limited NZ Branch (trading as BNP Paribas Securities Services)

AMP Capital means AMP Capital Investors (New Zealand) Limited

Early Withdrawal Fee means the fee payable by a Unit Holder in respect of a redemption or repurchase of that Unit Holder's Units prior to the Specified Redemption Date. Please refer to page 5 for an explanation of how the Early Withdrawal Fee is calculated

Fund means the Term Advantage Fund

Interest Rate means the rate of return (expressed as a percentage per annum) on a Unit which corresponds to the Investment Term for that Unit and which can be viewed on www.ampcapital.co.nz

Investment Manager means AMP Capital Investors

Investment Policy means the investment policy of the Fund which may be varied from time to time by the Manager with the Trustee's consent

Investment Term means the length of time for which the relevant Unit must be held by the Unit Holder. Available Investment Terms can be viewed at www.ampcapital.co.nz

IRD means Inland Revenue

Issue Terms means the terms that relate to a Unit which will be posted on www.ampcapital.co.nz and provided to the Unit Holder electronically or by post

Manager means AMP Investment Management (N.Z.) Limited

PIE Income means the income attributed to a person by the PIEs in which the person has invested, less any losses attributed to the person by PIEs.

Portfolio Investment Entity or PIE means portfolio investment entity as that term is defined in the Income Tax Act 2007

Prescribed Investor Rate or PIR means the prescribed investor rate as that term is defined in the Income Tax Act 2007

Promoters means AMP Capital Investors (New Zealand) Limited and each of its directors (excluding alternate directors) who are not also directors of the Manager

Proxy means a proxy for investors for the purposes of the Income Tax Act 2007

Rabobank means Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., incorporated in the Netherlands

Rabobank Group means Rabobank and any subsidiary of Rabobank

Registrar means Appello Services Limited

Specified Redemption Date means in relation to a Unit, the date on which the Unit will be redeemed in accordance with the terms of issue of the Unit

Trust Deed means the AMP Capital Cash Funds – Unit Trust Deed dated 23 November 2007 (as amended from time to time and any supplemental trust deeds thereto)

Trustee means The New Zealand Guardian Trust Company Limited

Unit means a unit in the Fund

Capitalised words or phrases not defined in this Glossary but appearing in capital letters in this Investment Statement have the same meaning as in the Trust Deed.

This page has been left blank intentionally.

Form of application for units

Office use only: client number

[ATTACH CHEQUE HERE]

Please use a black pen and print in CAPITAL LETTERS.

1 WHAT TYPE OF INVESTOR ARE YOU?

<input type="checkbox"/> Individual	<input type="checkbox"/> Joint ownership	<input type="checkbox"/> Company	<input type="checkbox"/> Trust
<input type="checkbox"/> Superannuation scheme	<input type="checkbox"/> Partnership	<input type="checkbox"/> Unincorporated body/club	<input type="checkbox"/> Bare Trust

ARE YOU AN EXISTING UNIT HOLDER?

Yes* No * If yes, please advise Unit Holder number

ARE YOU A PROXY?

Yes No

2 COMPLETE FULL NAME DETAILS (CAPITAL BLOCK LETTERS PLEASE)

MAIN APPLICANT

Title	Surname	Given name[s]
<input type="text"/>	<input type="text"/>	<input type="text"/>

Tax Status

Prescribed Investor Rate*

IRD Number

<input type="checkbox"/> NZ Resident	<input type="checkbox"/> Non-Resident	<input type="text"/> PIR %	<input type="text"/>	<input type="text"/>	<input type="text"/>
--------------------------------------	---------------------------------------	----------------------------	----------------------	----------------------	----------------------

JOINT APPLICANT #1

Title	Surname	Given name[s]
<input type="text"/>	<input type="text"/>	<input type="text"/>

Tax Status

Prescribed Investor Rate*

IRD Number

<input type="checkbox"/> NZ Resident	<input type="checkbox"/> Non-Resident	<input type="text"/> PIR %	<input type="text"/>	<input type="text"/>	<input type="text"/>
--------------------------------------	---------------------------------------	----------------------------	----------------------	----------------------	----------------------

JOINT APPLICANT #2

Title	Surname	Given name[s]
<input type="text"/>	<input type="text"/>	<input type="text"/>

Tax Status

Prescribed Investor Rate*

IRD Number

<input type="checkbox"/> NZ Resident	<input type="checkbox"/> Non-Resident	<input type="text"/> PIR %	<input type="text"/>	<input type="text"/>	<input type="text"/>
--------------------------------------	---------------------------------------	----------------------------	----------------------	----------------------	----------------------

*For joint accounts we must use the highest PIR rate.

If you are unsure how to determine your prescribed investor rate you can determine this at www.ird.govt.nz/toii/pir. If the PIR is invalid the default rate will apply.

ENTITY/JOINT NAME

3 COMPLETE POSTAL ADDRESS AND CONTACT DETAILS

Unit number	Street number	Street name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Suburb/Town	Postcode	Work phone
<input type="text"/>	<input type="text"/>	<input type="text"/>

Home phone	Email
<input type="text"/>	<input type="text"/>

4 AMOUNT OF UNITS APPLIED FOR

I/We wish to invest NZ\$ to purchase Units in the Term Advantage Fund

For Units in the Term Advantage Fund please also complete the Investment Term (s) you would like to apply to your investment below. The current available Investment Terms and corresponding Interest Rates can be viewed on www.ampcapital.co.nz.

Investment Term 3 months NZ\$

Investment Term 6 months NZ\$

Investment Term 12 months NZ\$

Note: If the Investment Term you have selected is no longer available at the date your application is accepted the Manager will contact you to discuss the available Investment Terms.

5 REINVESTMENT IN TERM ADVANTAGE FUND

Please complete the following if you would like your investment in the Term Advantage Fund to be automatically reinvested.

Automatically reinvest principal and distributions (except for any distribution received as a withdrawal on 31 March) for the same Investment Term or the nearest available Investment Term. Note: This option may not be available when investing through an administration and custodial services. You should check whether the administration and custodial service you are investing in allows for this. If you tick "yes" but your administration and custodial service does not allow automatic reinvestment, your investment will not be automatically reinvested.

6 PAYMENTS

Payments can be made by cheque payable to "Cash Unit Trust Nominees Limited – Term Advantage Fund" or by direct credit to a bank account notified by the Manager.

7 WITHDRAWAL ACCOUNT

This is the bank account you wish withdrawals to be paid to:

Name of Bank

Account name

Bank/Branch

 -

Account number

Suffix

8 ACKNOWLEDGEMENTS

- I/We have read the latest Investment Statement to which this application form is attached and understand that the terms and conditions of the Trust Deed will be binding on us.
- I/We agree to accept the Units issued to me/us by the Manager as an Investor/Unit Holder under the Trust Deed for those Units. I/We agree to be bound by the provisions of that Trust Deed, and the registered prospectus and Investment Statement for the Funds, as duly amended from time to time.
- I/We agree that all information about me/us disclosed in this form may be used by AMP Investment Management (N.Z.) Limited or disclosed to and used by AMP Capital Investors (New Zealand) Limited and the Trustee for the purpose of managing the Funds and my/our holding. In particular, I/We acknowledge that AMP Investment Management (N.Z.) Limited may disclose information from time to time relating to my/our investments to my/our agents involved in the provision of administration or custodial services to the Funds (which agents may themselves use such information in the performance of their functions) or for regulatory purposes. I/We know that I/we can request such access to and correction of any information held about me/us by AMP Investment Management (N.Z.) Limited or AMP Capital Investors (New Zealand) Limited and the Trustee. I/We will inform AMP Investment Management (N.Z.) Limited of any changes to the information provided by me/us to AMP Investment Management (N.Z.) Limited, AMP Capital Investors (New Zealand) Limited or the Trustee.

I/we acknowledge that if I/we am/are a custodian applying on behalf of another person(s):

- I/we warrant to the Trustee and the Manager that the other person(s) has received a copy of the current Investment Statement for the Funds, prior to this application being submitted;
- I/we have either verified or received confirmation of the verification of the identity of each underlying investor to whom this application relates; and
- If I/we am/are a Proxy, I/we:
 - agree to establish systems and procedures to monitor the holdings of underlying investors and to monitor such holdings, and to manage and remedy any breach of the maximum investors interest requirements in the Income Tax Act 2007 or the minimum number of investors requirements in the Income Tax Act 2007 relating to underlying investors within the time periods permitted under the Income Tax Act 2007, and to immediately notify the Manager on becoming aware of any such breach; and
 - agree to indemnify the Trustee and the Manager for any losses, liabilities, costs or expenses arising from any breach of the maximum investors interest requirements in the Income Tax Act 2007 or the minimum number of investors requirements in the Income Tax Act 2007 relating to underlying investors who I/we, as Proxy, am/are responsible for, including the losses, liabilities, costs or expenses arising from the Fund losing PIE status.

9 DECLARATION AND SIGNATURE

Joint holders should all sign this form. A company should execute this form in accordance with its constitution. If this form is executed under Power of Attorney, the certificate of non-revocation of Power of Attorney below should be completed and a copy of the Power of Attorney forwarded with this form.

Signature(s) of applicant(s) (or for companies, execute as a deed)

MAIN APPLICANT	<input type="text"/>	Date	<input type="text"/>
or			
JOINT APPLICANT #1	<input type="text"/>	Date	<input type="text"/>
JOINT APPLICANT #2	<input type="text"/>	Date	<input type="text"/>

This Application Form must not be issued, circulated, or distributed unless accompanied by the Investment Statement dated 9 January 2012.

Certificate of non-revocation of Power of Attorney

I, of

Hereby certify:

THAT, by a Power of Attorney dated the day of

(Name of person for whom attorney is signing)

appointed me his/her/its attorney on the terms and conditions set out in the Power of Attorney.

THAT I have executed the application for Units printed on the face of this form as attorney under that Power of Attorney and pursuant to the powers thereby conferred upon me.

THAT at the date of this certificate I have not received any notice or information of the revocation of that Power of Attorney by the death or liquidation of the donor or otherwise.

Signed at This day of 20

Signature of attorney

9 IDENTITY VERIFICATION OF NEW APPLICANT

To be completed by the underlying investor in conjunction with the adviser through whom this application is made.

Identity verification must be completed in all cases where the applicant is new to the AMP Capital Investment Funds (in accordance with the Financial Transactions Reporting Act 1996).

Identification Details

Please provide details and a copy of one of the following primary documents or two of the following secondary documents:

- A Primary document must contain a photograph and must be one of the following: passport (personal details page), firearms license, credit card with photograph, foreign identity card, NZ driver's license.
- A Secondary document must be one of the following: birth certificate, certificate of membership of a professional body, credit card, evidence of a bank account in your name (e.g. deposit slip), community services card, tertiary identification, international driver's licence.

MAIN APPLICANT

Primary/Secondary Document description

Document Number

Expiry Date

Secondary Document description

Document Number

Expiry Date

JOINT APPLICANT #1

Primary/Secondary Document description

Document Number

Expiry Date

JOINT APPLICANT #2

Primary/Secondary Document description

Document Number

Expiry Date

Secondary Document description

Document Number

Expiry Date

Declaration (to be completed by adviser)

I have sighted the original(s) of the document(s) referred to above and confirm that the document(s) are correctly described. I also confirm that the person(s) named in the Personal Details section of this application form and the person(s) identified in the document(s) referred to above are the same individual(s).

I have no reason to believe that each person listed above is not who he or she claims to be.

Signature _____ Date: _____

ADVISER DETAILS

Adviser Name Adviser Number

Adviser Business

If paying by cheque, please attach the cheque to this application form. Please send this application form to the following address:

The Manager, AMP Investment Management (N.Z.) Limited, C/- AMP Capital Investors (New Zealand) Limited, Ground Floor, PwC Tower, 113 – 119 The Terrace, PO Box 3764, Wellington

