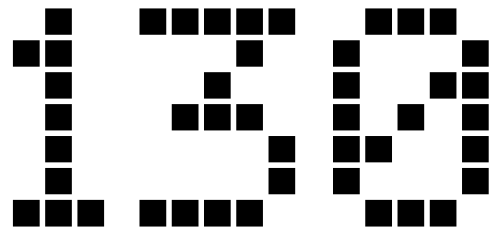


■ protected fund

combiseries7



TARGET BOOSTER UNITS

INTERNATIONAL COMMODITIES FUND

COMBI Series 7 Trust **37**

Offered by Liontamer Investment Management Pty Limited ABN 23 104 174 325
Investment Statement for the purposes of the Securities Act 1978 (New Zealand)
prepared on 16 May 2011

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?** page 5
- +** **Who is involved in providing it for me?** page 6
- +** **How much do I pay?** page 6
- +** **What are the charges?** page 7
- +** **What returns will I get?** page 8
- +** **What are my risks?** page 12
- +** **Can the investment be altered?** page 13
- +** **How do I cash in my investment?** page 13
- +** **Who do I contact with enquiries about my investment?** page 15
- +** **Is there anyone to whom I can complain if I have problems with the investment?** page 15
- +** **What other information can I obtain about this investment?** page 15

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

ENGAGING AN INVESTMENT ADVISER

An investment adviser must give you a written statement that contains information about the adviser and his or her ability to give advice. You are strongly encouraged to read that document and consider the information in it when deciding whether or not to engage an adviser.

Tell the adviser what the purpose of your investment is. This is important because different investments are suitable for different purposes, and carry different levels of risk.

The written statement should contain important information about the adviser, including:

- relevant experience and qualifications, and whether dispute resolution facilities are available to you; and
- what types of investments the adviser gives advice about; and
- whether the advice is limited to investments offered by one or more particular financial institutions; and
- information that may be relevant to the adviser's character, including certain criminal convictions, bankruptcy, any adverse findings by a court against the adviser in a professional capacity, and whether the adviser has been expelled from, or prohibited from joining, a professional body; and
- any relationships likely to give rise to a conflict of interest.

The adviser must also tell you about fees and remuneration before giving you advice about an investment. The information about fees and remuneration must include:

- the nature and level of the fees you will be charged for receiving the advice; and
- whether the adviser will or may receive a commission or other benefit from advising you.

An investment adviser commits an offence if he or she does not provide you with the information required.

Certain words and expressions used in this Investment Statement (denoted by initial capital letters) have defined meanings. A glossary of these terms is included on page 4 of this Investment Statement.

Investments in COMBI Series 7 Trust 37 are available to New Zealand resident investors.

The Statutory Supervisor, New Zealand Permanent Trustees Limited, is not the promoter of the Trust nor does it guarantee the payment of any index linked return or the repayment of capital from the Trust. The Statutory Supervisor has relied upon Liontamer Investment Management Pty Limited for the accuracy and truth of the contents of this Investment Statement and therefore it makes no representation as to the accuracy or truth of the contents of this Investment Statement other than those which refer directly to the Statutory Supervisor or the provisions of the Deed of Participation.

Neither Barclays Bank, its associates, nor any members of the Barclays Group (being Barclays PLC and its subsidiary undertakings) are promoters of the Trust and none of them:

- (i) has authorised or caused the issue of;
- (ii) has made or authorised the making of any statement or representation on the accuracy or completeness of the information in; or
- (iii) accept any responsibility for,

this Investment Statement, nor are they providing any financial services to you or any Unitholders.

Barclays Bank expressly disclaims and takes no responsibility for any statements in, or omissions from, this Investment Statement. This applies to the maximum extent permitted by law. Barclays Bank and its associates or related entities and the individuals associated therewith may receive fees in connection with the investments and transactions described in this Investment Statement, and may (in various capacities) have positions or deal in transactions or securities (or related derivatives) identical or similar to those described herein. Neither Barclays Bank, its associates nor any member of the Barclays Group, gives any warranty or guarantee as to the investment performance of the Trust or the Deposit, any return or rate of return on your investment or repayment of capital invested in any Units. An investment in any Units is not a deposit with or other liability of Barclays Bank or any member of Barclays Group, and is subject to investment risk including possible delays in repayment and loss of income or loss of principal invested.

Potential investors should note that no person is authorised by Liontamer or any other entity to make any representation to investors other than those set out in this Investment Statement and the Prospectus relating to this Offer.

It is recommended that you obtain and read a copy of the Prospectus for this Offer before subscribing for Units; see "What other information can I obtain about this investment?" on page 15.



Quick guide: COMBI Series 7 – Protected Units

| Fund details | | | | | | | | | | | |
|---|--|-----------|----------|--------|--------|------|-----------|-------|------|--------|--|
| Fund name | COMBI Series 7 Trust 37 | | | | | | | | | | |
| Fund type | Australian unit trust | | | | | | | | | | |
| Term | Five years from the Issue Date | | | | | | | | | | |
| Capital protection | 100% capital protected at maturity (subject to the limitations set out in this Investment Statement and the Prospectus) | | | | | | | | | | |
| Participation Rate | <p>This is the rate at which each Unit participates in any positive Index Movement as agreed between Barclays Bank and Liontamer. The Trust is aiming to lock in a Participation Rate of 130% (i.e. Unitholders' returns will be based on 1.3 times any rise in the Index).</p> <p>The minimum level of the Participation Rate for the Trust to proceed is 110% (1.1 times any rise in the Index). The Participation Rate will be locked in on or around the Strike Date.</p> | | | | | | | | | | |
| Index Linked Return | A gain equal to any positive movement in the Index multiplied by the Participation Rate is paid as a return at maturity. | | | | | | | | | | |
| Performance Cap | Each individual commodity in the basket that makes up the Index has a Performance Cap of 100% i.e. the return on any single commodity cannot exceed 100% (double its initial level). | | | | | | | | | | |
| Liontamer Commodities Index | <p>A basket of nine commodities, on selected exchanges, with equal weightings for each commodity:</p> <table border="1"> <tbody> <tr> <td>Brent oil</td> <td>Gasoline</td> </tr> <tr> <td>Nickel</td> <td>Copper</td> </tr> <tr> <td>Lead</td> <td>Palladium</td> </tr> <tr> <td>Sugar</td> <td>Corn</td> </tr> <tr> <td>Cotton</td> <td></td> </tr> </tbody> </table> | Brent oil | Gasoline | Nickel | Copper | Lead | Palladium | Sugar | Corn | Cotton | |
| Brent oil | Gasoline | | | | | | | | | | |
| Nickel | Copper | | | | | | | | | | |
| Lead | Palladium | | | | | | | | | | |
| Sugar | Corn | | | | | | | | | | |
| Cotton | | | | | | | | | | | |
| Investment of the Trust | The Trust intends to purchase a Deposit from Barclays Bank on terms mirrored by the terms of the Units. Barclays Bank, as the counterparty to the Deposit, is the payer of the capital protected amount plus the Index Linked Return at maturity, which (upon receipt) the Trust will distribute to investors. | | | | | | | | | | |
| Other important features | | | | | | | | | | | |
| Minimum investment | \$5,000 | | | | | | | | | | |
| Liquidity and Early Exits | Monthly exits are available and a 2% exit fee will apply. This is intended as a hold-to-maturity investment and both the capital protection and the Index Linked Return only apply at maturity. If you exit early the price will reflect the value of the Deposit at the time as determined by Barclays Bank as the calculation agent. This could be above or below \$1.00 per Unit. If the Deposit has fallen in value, an early exit could cause you to get back significantly less than you invested. | | | | | | | | | | |
| Currency | New Zealand dollars. Your investment has no exposure to currency fluctuations between the New Zealand dollar and the currencies of the commodities in the Liontamer Commodities Index. | | | | | | | | | | |
| Taxation | <p>FDR – Fair Dividend Rate method can be applied</p> <p>For individuals with total offshore investments costing \$50,000 or less, different tax rules apply – see your tax adviser.</p> | | | | | | | | | | |
| Fees | | | | | | | | | | | |
| Entry Fee | 3% of the amount you pay for the investment (subject to any rebate as described on page 7 of this Investment Statement). This is a cost paid by you. | | | | | | | | | | |
| Annual management fee | 0% - there are no annual fees taken from your investment. Instead, Liontamer will be paid a one-off upfront margin payment by Barclays Bank as described on page 7. | | | | | | | | | | |
| Exit Fee | <p>Prior to maturity: - all early exits at the unitholder's request will incur a 2% fee</p> <p>At maturity: - no fee for a redemption of Units - 2% fee for a repurchase of Units</p> | | | | | | | | | | |
| Limited offer | | | | | | | | | | | |
| Offer period | <p>Closing Date: 1 July 2011</p> <p>The Offer may close early or may be extended beyond the Closing Date. Your financial adviser will have full details.</p> | | | | | | | | | | |
| Important: this is just a brief summary of the key facts. Please ensure you read the remainder of this Investment Statement and the Prospectus in full before investing. | | | | | | | | | | | |

Quick guide (continued)

Example returns at maturity

Based on Lontamer being able to lock in a Participation Rate of 130%, the Units will offer investors 130% of any positive Index Movement at maturity (or 1.3 times any rise in the Index). If the Index falls in value, the Units are fully capital protected at maturity. The examples below show the value of a \$1.00 Unit in situations where the Index rises, stays the same, or falls in value, and do not take into account the Exit Fee (if applicable).

| AT MATURITY | Movement in the Index (expressed as a percentage) | Calculation of the Index Linked Return [^] | Unit price at maturity |
|------------------------------|---|---|--|
| The Index increases in value | +100% | $100\% \times 1.3 = 130\%$ | $\$1.00 + 130\% \text{ gain} = \2.30 |
| The Index increases in value | +50% | $50\% \times 1.3 = 65\%$ | $\$1.00 + 65\% \text{ gain} = \1.65 |
| The Index is unchanged | 0% | $0\% \times 1.3 = 0\%$ | $\$1.00 + \text{no gain} = \1.00 |
| The Index declines in value | -25% | No loss as full capital protection | $\$1.00 + \text{no gain} = \1.00 |

The Index Movement cannot be greater than 100% due to the Performance Cap on the individual commodities. [^]While Lontamer is aiming to achieve a Participation Rate of 130%, a lower Participation Rate (subject to the minimum level of 110%) locked in on the Strike Date will reduce the positive Index Linked Return in the examples above.



GLOSSARY

Application Amount means the amount a subscriber pays for Units in the Trust from which the Entry Fee, if applicable, is deducted.

Barclays Bank means Barclays Bank PLC as counterparty to the Deposit or as the calculation agent in relation to the Deposit as the context may require.

Business Day, in relation to the Units means any day on which trading banks in Auckland are open for business and in relation to the Deposit means any day on which trading banks in Auckland, New York and London are open for business.

Capital Protected when used in relation to the Units means that, in the absence of a risk event, at maturity Lontamer will receive from Barclays Bank at least the original capital amount invested in the Deposit which will enable the Trust to pay to Unitholders at least their Investment Amount (less any applicable Exit Fee).

Closing Date means the date on which the Offer for Units closes as selected by Lontamer, which is expected to be 1 July 2011.

Confirmation means the confirmation outlining the terms of the Deposit to be purchased by the Trust from Barclays Bank using the aggregate Investment Amounts. The Confirmation will be finalised, by agreement between Barclays Bank and Lontamer, once the aggregate Investment Amounts and final terms are known on, or around, the Strike Date and, once finalised, will be available by request.

Deed of Participation means the master deed of participation dated 14 May 2003 entered into by Lontamer and the Statutory Supervisor as supplemented by the Supplemental Deed.

Deposit means the deposit to be purchased by Lontamer as Trustee and Manager for the Trust that provides exposure to the price performance of the commodities in the Index and, subject to the terms and conditions of the confirmation, is designed to return to the Trust at maturity the original capital amount plus the Index Linked Return (if any), as described on pages 8 – 9.

Early Bird Interest means the interest earned at a competitive market rate on the Application Amount from the date the Application Amount is received in cleared funds until two Business Days before the Issue Date, after deduction of any withholding tax.

Entry Fee means, if applicable, 3% of the Application Amount.

Exit Fee means the fee (2% of the value of the Units to be repaid) charged by Lontamer on certain early redemptions of Units and on all repurchases by Lontamer of Units prior to, at or after maturity. No fee is charged on redemptions of Units at or after maturity.

Index means the "Lontamer Commodities Index" made up of nine, equally weighted, commodities as described under "The Lontamer Commodities Index" on page 8.

Index Linked Return means the return payable on maturity calculated by multiplying the Index Movement by the Participation Rate as specified on pages 9 - 10.

Index Movement means the movement in the value of the Index over the Investment Period calculated as described on page 9. As each commodity in the Index has an individual Performance Cap of 100%, the maximum Index Movement is 100% (or double in value).

Investment Amount means the balance of the Application Amount, after deduction of the Entry Fee (net of any rebate of the Entry Fee) and together with any rebate of brokerage by a financial adviser and any Early Bird Interest, which is used to purchase the Units in the Trust.

Investment Period means the period of five years beginning on the Issue Date, except:

- (a) as reduced as described under "Early repayment process" and "Early termination of the Deposit" on pages 13 and 14, respectively; or
- (b) as extended as described under "Extension of Investment Period at maturity" on page 14.

Investment Statement means this investment statement in relation to the Offer of Units in the Trust.

Issue Date means the date on which the Units are issued, being 14 July 2011 or such other date as Lontamer selects.

Lontamer or Manager means Lontamer Investment Management Pty Limited.

Maturity Date means 14 July 2016 or such other date which will be five years from the Issue Date as advised by Lontamer to Unitholders.

Offer means the offer by Lontamer to potential investors of Units.

Participation Rate means the extent to which Units will participate in any positive Index Movement as agreed between Barclays Bank and Lontamer. The Trust is aiming for a Participation Rate of 130% (or 1.3 times any positive Index Movement) and the minimum Participation Rate level for the Trust to proceed is 110% (or 1.1 times any positive Index Movement). The Participation Rate will be locked in on the Strike Date as part of finalising the Confirmation.

Performance Cap means the maximum amount that any increase in the value of each individual commodity in the basket that makes up the Index is taken into account for the purposes of the calculation of the Index Movement as described on page 8, set at 100% (or double its initial value).

Prospectus means the prospectus in relation to the Offer of Units in the Trust.

Repayment of Units means redemption or repurchase of Units and references to repayment, repay or repaid have corresponding meanings.

Statutory Supervisor means New Zealand Permanent Trustees Limited.

Strike Date means 12 July 2011 or such other date as Lontamer selects.

Supplemental Deed means the deed dated 16 May 2011 supplemental to the Trust Deed and Deed of Participation, entered into by Lontamer and the Statutory Supervisor in relation to the Trust.

Trust means COMBI Series 7 Trust 37.

Trust Deed means the master trust deed poll dated 14 May 2003 entered into by Lontamer as supplemented by the Supplemental Deed.

Unitholder means each holder of Units in the Trust.

Units means the units in COMBI Series 7 Trust 37 which are capital protected at maturity, as described on page 8, and have the Index Linked Return described on page 5.

\$ means New Zealand dollars.

WHAT SORT OF INVESTMENT IS THIS?

This Investment Statement offers New Zealand dollar denominated units in an Australian unit trust called COMBI Series 7 Trust 37. The terms attaching to the Units in the Trust are described in more detail under "What returns will I get?" on pages 8 -10.

The Trust is:

- a closed end fund (no applications for Units will be accepted after the Offer is closed, except at the discretion of Lontamer);
- an Australian unit trust established for New Zealand residents; and
- not listed on any securities exchange.

Your investment in the Units is capital protected in the circumstances and to the extent described below under "Capital protection".

Returns at a glance

Subject to the conditions and risks set out in this Investment Statement, Unitholders will receive the following returns on each Unit:

- 100% of the Investment Amount at maturity; plus
- the Index Linked Return at maturity of not less than 110% of the Index Movement (the Trust is aiming for 130%).

The Index Linked Return for each Unit will be an amount equal to the Participation Rate multiplied by the Index Movement multiplied by \$1.00. As each commodity within the Index is subject to a Performance Cap of 100% (double in value), the maximum Index Movement is also 100%. For more information about the Participation Rate see page 8.

Capital protection

At maturity, in the absence of a risk event, it is intended that Unitholders will receive back at least their Investment Amount (less any applicable Exit Fee).

The original capital invested by Unitholders is designed to be protected from erosion because Lontamer invests the proceeds of the Units in the Deposit, which is designed to return the full original capital amount at maturity, so long as the Units are held to maturity.

Capital protection does not apply where Units are repaid early. As a result, Unitholders may receive significantly less than their Investment Amount if there is an early repayment due to Lontamer's upfront margin payment, the Exit Fee, changes in market conditions and other risks including those identified in "What are my risks?" on pages 12.

For the avoidance of doubt, the Deposit is not a retail term deposit and is only available to institutional investors such as banks and fund managers for wholesale volumes (i.e. millions of dollars). It is a customised deposit based on Lontamer's specific requirements for the Trust. The Deposit includes termination clauses which could result in less than the full original Investment Amount being repaid to a Unitholder where the Unitholder seeks early repayment and for all Unitholders where an extraordinary market event occurs and the Deposit is broken by Lontamer and/or Barclays Bank. This makes the Deposit different from a normal retail term deposit. However, similar to a retail term deposit, it represents a payment obligation or liability of Barclays Bank to the Trust. This is the reason for the Deposit being described as capital protected at maturity.

Barclays Bank

The manager of the Trust, Lontamer Investment Management Pty Limited (Lontamer), intends to invest the aggregate Investment Amounts for the Trust in the Deposit, sold by Barclays Bank. The Trust will make an initial payment to Barclays Bank of the aggregate Investment Amounts and will receive a payment from Barclays Bank at maturity, subject to the terms and conditions of the Deposit as set out in the Confirmation.

Barclays Bank is a public limited company registered in England and Wales under number 1026167. Barclays Bank and its subsidiary undertakings (taken together, the Group) is a major global financial services provider engaged in retail and commercial banking, credit cards, investment banking, wealth management and investment management services. The whole of the issued ordinary share capital of Barclays Bank is beneficially owned by Barclays PLC, which is the ultimate holding company of the Group. The Group also operates in many other countries around the world and is a leading provider of co-ordinated global services to multi-national corporations and financial institutions in the world's main financial centres. The Group has been involved in banking for over 300 years and operates in over 50 countries.

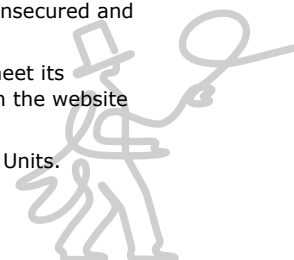
The information above is all publicly available information sourced by Lontamer from Barclays Bank's website www.barclays.com in May 2011.

Barclays Bank is legally liable to pay to Lontamer as trustee of the Trust an amount equivalent to the Investment Amount of the Units plus the Index Linked Return (if any), subject to the terms and conditions of the Deposit set out in the Confirmation.

Therefore, the Trust and Unitholders are subject to the credit risk of Barclays Bank. Barclays Bank has a Standard & Poor's long term credit rating of AA- as at the date of this Investment Statement. Although Barclays Bank is legally liable to make the payments to the Trust described above, it does not guarantee repayment of the Units or any returns on the Units and nor does it accept any other liability to Unitholders. For the avoidance of doubt, an investment in Units is not a direct investment by a Unitholder in the Deposit. Barclays Bank's obligations in relation to the Deposit are unsecured and unsubordinated.

Standard & Poor's credit ratings range from AAA to D. The AA- rating means that the obligor's capacity to meet its financial commitments is very strong. Further details about Standard & Poor's credit ratings can be found on the website www.standardandpoors.com.

See "What are my risks?" on pages 12 for more detailed information about the principal risks relating to the Units.



WHO IS INVOLVED IN PROVIDING IT FOR ME?

The name of the Trust is the COMBI Series 7 Trust 37.

The manager and trustee is Lontamer Investment Management Pty Limited ABN 23 104 174 325:

Level 4
63 York Street
Sydney
NSW 2000
Australia

The directors of the Manager are:

- Laetitia Wilhelmina Peterson;
- Janine Kay Starks
- Jacqueline Kerry Walshe; and
- David O'Bryen.

Lontamer can be contacted in New Zealand, c/- Lontamer Investment Services Limited (the entity that provides services to the Trust and to Lontamer in New Zealand), at the offices of Lock & Partners Limited:

Level 1
171 Hobson Street
Auckland
New Zealand

The Statutory Supervisor is New Zealand Permanent Trustees Limited:

Level 10
141 Willis Street
Wellington
New Zealand

Lontamer has entered into the Deed of Participation and the Supplemental Deed with the Statutory Supervisor.

The Statutory Supervisor:

- shall exercise reasonable diligence to ascertain whether or not any breach of the Deed of Participation, and the Offer of the Units, has occurred;
- is not the promoter of the Trust nor does it guarantee the repayment of capital or any Index Linked Returns from the Trust; and
- has relied upon Lontamer for the accuracy and truth of the contents of this Investment Statement and therefore it makes no representation as to the accuracy or truth of the contents of this Investment Statement other than those which refer directly to the Statutory Supervisor or the provisions of the Deed of Participation.

The Trust is an Australian unit trust constituted under the Trust Deed, the Deed of Participation and the Supplemental Deed. As at the date of this Investment Statement, the Trust has not commenced business.

Lontamer's only activity to date is to act as trustee and manager of unit trusts established under the Trust Deed and the Deed of Participation. The first unit trust was established on 14 May 2003.

HOW MUCH DO I PAY?

The minimum investment amount for any single or joint investor is \$5,000, and thereafter investors may invest in multiples of \$1,000. Lontamer may, at its discretion, accept amounts that are less than these amounts.

If you wish to make an investment, you should complete the Application Form at the end of this Investment Statement, enclose a cheque for the Application Amount made payable to "Link Market Services Limited" and post to:

**Link Market Services Limited
PO Box 91976
Victoria Street West
Auckland 1142**

All Units are issued at \$1.00 per Unit. You will receive the number of Units which equals your Investment Amount divided by \$1.00. Your Investment Amount is your Application Amount after deduction of your Entry Fee (net of any rebate of the Entry Fee) and together with any rebate of brokerage by a financial adviser and any Early Bird Interest.

Lontamer:

- will not accept your application or subscription for Units or allot any Units under this Investment Statement or Prospectus prior to 24 May 2011 (being the close of five working days after the date the Prospectus is registered) or such other time as specified by the Financial Markets Authority.
- will not accept your application unless payment in full is received in cleared funds by 4:00pm on the date the Offer closes;
- intends to close the Offer on 1 July 2011 but it reserves the right to extend the period of the Offer or to close the Offer early (the **Closing Date**);
- may, in its discretion, reopen the Offer in the period between the Closing Date and the scheduled Issue Date (provided Lontamer considers that it will not be prejudicial to existing subscribers) in which case the Issue Date for the Units may be extended;
- reserves the right to alter the Issue Date; and
- reserves the right to refuse any application, or to accept an application in part only, without assigning a reason.

Late payment will not be accepted and will be returned to you without Early Bird Interest.

There is no minimum aggregate subscription amount for the Trust.

You are entitled to withdraw your application prior to the Strike Date. If you do so, your Application Amount will be refunded in full but without Early Bird Interest, which will be distributed across all other investors.

If the minimum Participation Rate is not achievable, then the Trust will not proceed. In that case, Application Amounts and Early Bird Interest will be returned to all investors.

WHAT ARE THE CHARGES?

Entry Fee

Except for any Exit Fee payable in certain circumstances as described below, the only fee or charge payable by you (provided you hold your investment to maturity) is an Entry Fee of 3% of your relevant Investment Amount in the Trust (subject to any applicable rebate). The Entry Fee:

- will be deducted from your Application Amount by Liontamer;
- will be paid in full to financial advisers on applications bearing their stamp;
- can be rebated in full or part at the discretion of Liontamer or the financial adviser. If the Entry Fee is rebated, the Entry Fee (in the case of a full rebate) or the relevant portion of the Entry Fee (in the case of a partial rebate) will be added to your Investment Amount and invested in the Trust on your behalf; and
- unless rebated, will be retained by Liontamer for its benefit in its capacity as manager of the Trust in respect of those applications not bearing the stamp of an investment adviser.

Exit Fee

Liontamer will charge a fee to Unitholders equal to 2% of the value of Units (the Exit Fee) for all repurchases at or after maturity and for certain early repayments as follows:

- where Units are repaid as a result of the early termination of the Deposit, the Exit Fee will be charged on all repurchases of corresponding Units by Liontamer. If Units are redeemed from the Trust, no Exit Fee is payable; and
- where Units are repaid at the request of a Unitholder, the Exit Fee will be charged on all repurchases of the corresponding Units by Liontamer and all redemptions of the corresponding Units.

Liontamer receives the Exit Fee in its capacity as manager of the Trust and retains any balance after payment of administrative costs for its benefit.

The details of requesting an early repayment are set out under "How do I cash in my investment?" on pages 13 and 14.

Liontamer's fee

Annual management fee

0%. You will pay no management charges or fees during the term of your investment. Instead, Liontamer will receive a one-off upfront margin payment from Barclays Bank as described below.

Upfront margin payment

Barclays Bank, or an entity related to Barclays Bank, will pay Liontamer an upfront margin payment that is an amount equal to a percentage of the value of the Deposit sold to the Trust. The margin payment, which is not fixed until the point the Trust invests in the Deposit, is paid to Liontamer as manager of the Trust. The margin payment typically ranges in amount from 3% to 9% of the value of the Deposit as at the issue date. The level of the margin payment can move substantially during the offer period and Liontamer bears the risk on the final amount of the margin payment. Liontamer is unable to purchase the Deposit until the final aggregate Investment Amounts are known and therefore runs 'volume risk' on its margin payment during the Offer period. Whilst the margin payment is received as an upfront lump sum from Barclays Bank upon successful investment in the Deposit, it is equivalent to a range of 0.6% to 1.8% of the value of the Deposit per annum for the five year term of the Trust, which is comparable to annual fees charged by traditional managed funds. The margin payment will be used to fund all expenses incurred in the set-up and ongoing management of the Trust during the entire five year investment term, including brokerage paid to financial advisers and other distribution related costs. It is important to note that the margin payment is paid by Barclays Bank to Liontamer and is not a fee that is borne by the Trust or investors in the Trust (although as noted on page 8, the amount of the margin payment is relevant to the final determination of the Participation Rate).

The upfront margin payment will be used to fund all expenses incurred in the set-up and ongoing management of the Trust including:

- brokerage paid to financial advisers (as set out below);
- advisory support expenses;
- issue expenses;
- Statutory Supervisor's fees;
- accounting, audit, registry and payment agent fees; and
- the costs incurred from holding any meetings in relation to the Trust.

The balance will be retained by Liontamer for its benefit.

Brokerage

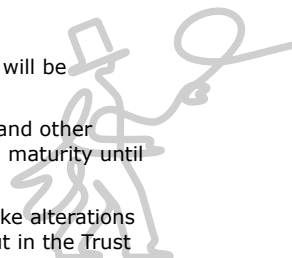
Brokerage of 2% of the Application Amount, after deduction of the Entry Fee referred to above, will be paid to financial advisers at the beginning of the Investment Period unless otherwise agreed between Liontamer and the adviser. This is not a cost to Unitholders and is paid from the margin payment paid to Liontamer described above. Brokerage may be rebated back to the investor as additional Units at the discretion of their financial adviser.

Other fees

You are entitled to withdraw your application prior to the Strike Date. If you do so, your Application Amount will be refunded in full but without Early Bird Interest, which will be distributed across all other investors.

Liontamer will charge a fee for administering the unwinding of the Trust. That fee will be based on the time and other costs incurred by Liontamer and will be paid from, and will not exceed, any interest earned by the Trust from maturity until the Trust is unwound.

Under the terms of the Trust Deed, Liontamer is entitled to charge certain other fees and has the right to make alterations to the Entry Fee, administration fees and Exit Fee payable by a Unitholder (within the maximum levels set out in the Trust Deed) but it has undertaken not to charge any such other fees or alter existing fees in relation to the Trust. Liontamer does not intend to introduce any new charges during the term of the investment (see "Can the investment be altered?" on page 13.)



WHAT RETURNS WILL I GET?

1. Early Bird Interest

Application Amounts received during the period of the Offer will be deposited on your behalf with a bank or other financial institution selected by the Statutory Supervisor and will earn Early Bird Interest until two Business Days before the Issue Date at a competitive market rate. Early Bird Interest will be calculated on a daily basis from the date on which the Application Amount is received in cleared funds to two Business Days before the Issue Date. Any Early Bird Interest earned by you during the period of the Offer after deduction of any withholding tax will be applied towards purchasing additional Units in the Trust. Any surplus after rounding will be donated to the humanitarian organisation, World Vision.

2. Index Linked Return

At maturity, unless the Units have been repaid early, you will be entitled to an Index Linked Return calculated as shown below, subject to the conditions and risks set out in this Investment Statement:

| | | | | | | |
|--------------------|---|--|---|---|--|------------------------------|
| \$1.00 | | Index Movement | | Participation Rate | | |
| Initial Unit price | X | Percentage change in the price of a basket of nine commodities | X | A booster feature which enhances growth | | = Index Linked Return |

Important points:

- The Index Linked Return cannot be less than zero.
- The Index is a basket of nine equally weighted commodities and each individual commodity is subject to a performance cap of 100% (double in value).
- The Index Movement has a minimum value of 0% (any fall in the Index does not translate into a loss for Unitholders) and a maximum value of 100% (double in value) due to the Performance Cap on the individual commodities within the Index.
- The Participation Rate will boost the Index Movement by at least 1.1 times, depending on the level locked in by the start of the Investment Period (the Trust is targeting 1.3 times, see below).

Fixing the Participation Rate

The Participation Rate is part of the formula that determines the returns received by Unitholders. In particular, the Participation Rate is the rate at which each Unit participates in any positive Index Movement. The Participation Rate has not been fixed at the date of this Investment Statement and can only be locked in on or around the Strike Date when the aggregate Investment Amounts will be known. The Participation Rate will be fixed by arrangement between Barclays Bank and Lontamer when Lontamer purchases the Deposit from Barclays Bank.

Key factors that may influence the locked in level of the Participation Rate include volatility in commodity prices, interest rate movements and/or an adjustment to the credit rating of Barclays Bank and Lontamer's margin payment from Barclays Bank. Lontamer will use its best endeavours, including where possible getting comparative quotes from other counterparties, to ensure that the Participation Rate offered by Barclays Bank in the Deposit is competitive and reflective of market conditions at the time the Deposit is purchased.

Lontamer is aiming to achieve a Participation Rate of 130% (1.3 times any rise in the Index); however, Lontamer will purchase the Deposit from Barclays Bank so long as a minimum Participation Rate of 110% (1.1 times any rise in the Index) can be achieved.

The final Participation Rate will be locked in by Lontamer on or around the Strike Date. If Lontamer is unable to achieve the minimum Participation Rate of 110% on the Strike Date, the Trust will not proceed and Lontamer will refund the investment monies in full, including any Early Bird interest earned during the offer period.

To put this in perspective, Lontamer could have locked in a Participation Rate of 132% on 26 April 2011 if it had been in a position to purchase the Deposit on that date. The Participation Rate is likely to fluctuate during the offer period.

The Lontamer Commodities Index

The Lontamer Commodities Index measures the performance of an equally weighted basket of nine commodities, as follows:

| Commodity | Index weighting* | Relevant exchange on which the commodity level is calculated |
|-----------|------------------|--|
| Brent Oil | 11.1% | Intercontinental Exchange |
| Gasoline | 11.1% | New York Mercantile Exchange |
| Nickel | 11.1% | London Metal Exchange |
| Copper | 11.1% | London Metal Exchange |
| Lead | 11.1% | London Metal Exchange |
| Palladium | 11.1% | London Platinum and Palladium Market |
| Sugar | 11.1% | New York Board of Trade |
| Corn | 11.1% | Chicago Board of Trade |
| Cotton | 11.1% | Intercontinental Exchange |

* Total Index weight is 100%, any difference is due to rounding.

The commodities in the basket have been selected to give Unitholders access to a fund, the returns on which are linked to the performance of a range of commodities in the energy, base metal and agricultural sectors.

Performance Cap

The Index is subject to a Performance Cap on the increase in value of the individual commodities in the basket that makes up the Index. Each individual commodity has a Performance Cap of 100% i.e. the return on any single commodity cannot exceed 100% (double its initial level on the Strike Date).

The table below illustrates how the Performance Cap would be implemented based on a hypothetical performance for each commodity in the basket. **Please note, the returns shown in the table are for illustrative purposes only and are not intended to be, and should not be, relied upon in any way as forecasts of actual performance.**

Example of the Performance Cap

| Commodity | Initial level (rebased to 100) | Performance | Performance Cap reached? | Final level (capped where shown) |
|--------------------|--------------------------------|-------------|--------------------------|----------------------------------|
| Brent Oil | 100 | +45% | No | 145 |
| Gasoline | 100 | +25% | No | 125 |
| Nickel | 100 | +10% | No | 110 |
| Copper | 100 | +135% | Yes | 200 |
| Lead | 100 | -5% | No | 95 |
| Palladium | 100 | +120% | Yes | 200 |
| Sugar | 100 | +80% | No | 180 |
| Corn | 100 | +20% | No | 120 |
| Cotton | 100 | +75% | No | 175 |
| Index Level | 100 | | | 150 |

As shown in the hypothetical example above, if any single commodity experiences significant outperformance, i.e. above 100%, over the five year Investment Period, then the return on that commodity will be capped at 100% (i.e. double its initial level).

The Index Linked Return cannot be less than zero; however, the performance of any individual commodity may be negative and capital protection does not apply to the individual commodities in the basket that makes up the Index.

Index valuation

Liontamer will calculate the level of the Index each month and publish the latest level on its website www.liontamer.com.

Index Movement

The Index Movement is the movement in the value of the Index over the Investment Period, comparing the value of the Index on the Strike Date and the value of the Index on the day on which the final Index level is calculated (i.e. a calculation of the percentage change over the five-year period). As each commodity within the Index is subject to a Performance Cap of 100% (double in value), the maximum Index Movement is also 100%.

The formula for determining the Index Movement for the Units in the Trust is contained in the Prospectus.

Example 1. Assuming that Liontamer is able to lock in a Participation Rate of 130% (1.3 times any rise in the Index), the maximum amount that will be payable to Unitholders at maturity is:

| | |
|------------------------------|--|
| The Investment Amount | \$1.00 per Unit; |
| Plus the Index Linked Return | <u>\$1.30 per Unit (1.3 x 100% x \$1.00)</u> |
| Maximum total return | <u>\$2.30 per Unit</u> |

Example 2. Assuming that Liontamer is able to lock in a Participation Rate of 110% (1.1 times any rise in the Index), the maximum amount that will be payable to Unitholders at maturity is:

| | |
|------------------------------|--|
| The Investment Amount | \$1.00 per Unit; |
| Plus the Index Linked Return | <u>\$1.10 per Unit (1.1 x 100% x \$1.00)</u> |
| Maximum total return | <u>\$2.10 per Unit</u> |

3. Return of the Investment Amount

Unless Units have been repaid early, at maturity and subject to the conditions and risks set out in this Investment Statement, Units will be able to be repaid at the Investment Amount less the Exit Fee (if applicable).

Cash payment will, at the request of the Unitholder, be available within 10 Business Days after the Maturity Date and will be paid only following a Unitholder's request.

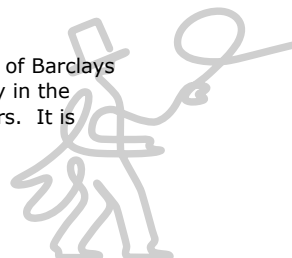
Returns on early repayment at the request of the Unitholder

The returns you will receive following an early repayment at your request are calculated based on the value of the Deposit at that time as determined by Barclays Bank as counterparty to the Deposit, less the Exit Fee. See "How do I cash in my investment?" on pages 13 and 14.

Early repayment of Units consequent on early termination of the Deposit

Early termination of the Deposit by Liontamer

The Deposit may be repaid prior to the Maturity Date at the initiation of Liontamer, subject to the agreement of Barclays Bank. However, Liontamer anticipates that it will only initiate the termination of the Deposit prior to maturity in the unlikely event that there are changes in the law or generally that significantly and adversely affect Unitholders. It is therefore unlikely that the Deposit will be terminated prior to the Maturity Date by Liontamer.



Early termination of the Deposit by Barclays Bank

The occurrence of certain extraordinary events would entitle Barclays Bank to terminate the Deposit prior to the Maturity Date which would arise outside the ordinary course of business. Examples which would cause a termination would be instances such as a change in law, an unanticipated tax event, a hedging disruption event, or an increased cost in hedging as specified in the Prospectus and the Confirmation.

If the Deposit is terminated prior to the Maturity Date, Lontamer will repurchase all Units on that repayment date unless a Unitholder requests that its Units be redeemed. If Lontamer is unable or unwilling to repurchase the Units because of unacceptable (to Lontamer) costs, including tax, which it may have to bear from purchasing and subsequently redeeming Units, it may instead redeem the Units. In each case, each holder of the Units will be entitled to receive a pro rata amount per Unit determined by reference to the amount Lontamer receives on termination of the Deposit less, in the case of a repurchase by Lontamer, an Exit Fee of 2% of the value of the Units to be repurchased which is payable by the Unitholder to Lontamer – see also the description under “Early termination of the Deposit” on page 14.

Currency

This is a New Zealand dollar investment. Returns are not exposed to currency fluctuations between the New Zealand dollar and the currencies of the commodities in the Lontamer Commodities Index

Other

Lontamer Investment Management Pty Limited is the entity legally liable to pay the returns on your Units. These returns comprise the Early Bird Interest (if any), the positive Index Linked Return (if any) and the repayment of your Investment Amount, less any applicable Exit Fee, provided you have not requested an early repayment and the Deposit has not been terminated early.

None of Lontamer, Barclays Bank, the Statutory Supervisor, nor any other entity guarantee payment of the Early Bird Interest (if any), the positive Index Linked Return (if any), or the repayment your Investment Amount (less any applicable Exit Fee). As described under “Barclays Bank” on page 5, Lontamer relies on Barclays Bank performing its obligations to provide payment of the Index Linked Return together with the repayment of your Investment Amount (less any applicable Exit Fee).

The total amount of your returns cannot be quantified at the date of this Investment Statement, and therefore cannot be promised by Lontamer in this Investment Statement.

Key factors that will determine your returns will be the final Participation Rate locked in by Lontamer, the performance of the Index during the Investment Period, holding your Units until the Maturity Date, your Investment Amount and any Exit Fee payable.

After the Maturity Date, returns on Units which are not repaid as at that date will be linked to the returns on the Trust’s underlying assets. Any interest earned after payment of an administration fee payable to Lontamer for winding up the Trust will be paid to Unitholders when the Trust is terminated.

There are no reserves or retentions that will affect returns on your Units.

The references in this Investment Statement to returns which Unitholders will receive from the Trust are to Unitholders’ pro rata entitlement to amounts received by the Trust from Barclays Bank on termination of the Deposit in the relevant circumstances (except where a Unitholder has requested early repayment of Units). The Trust must distribute these amounts in accordance with the Trust Deed.

HOW WILL THIS INVESTMENT BE TAXED?

Taxation

Please note that the information included in this section does not constitute taxation advice to investors. This summary is not intended to be an authoritative or complete statement of the applicable laws as at the date of this Investment Statement and is indicative of the likely tax treatment only.

The tax rules set out in this Investment Statement may change during the term of the investment and such changes may materially affect your tax position with respect to an investment in the Trust. Lontamer is not responsible for any changes in tax law or interpretation which might adversely affect the returns for Unitholders.

This summary does not apply to Unitholders who hold 10% or more of the Units issued in the Trust or to Unitholders who are not treated as being resident in New Zealand for tax purposes. Such Unitholders are advised to obtain independent advice as to how their investment in the Trust will be taxed taking into account their specific circumstances.

General

Because the Trust is an Australian unit trust, it should be treated as a “foreign company” for New Zealand tax purposes.

The rules for the taxation of investments in foreign entities held by New Zealand residents changed with effect from 1 April 2007. The rules are referred to as the Foreign Investment Fund (FIF) rules. The FIF rules will potentially apply to your Units in the Trust.

If you are investing in your own capacity (i.e. not through a trust or company), whether or not the FIF rules will apply to you depends on the total cost of your foreign investments. The FIF rules will apply to you if the total cost of all your foreign investments exceeds \$50,000 (see below). If the cost of your foreign investments is \$50,000 or less you will be taxed under the ordinary tax rules.

The two alternative taxation regimes are outlined below.

Calculating the \$50,000 threshold

When calculating the cost of your foreign investments it is important to remember that potentially all of your foreign shares and units are taken into account even though the shares or units may have been acquired before 1 April 2007. If shares and units had been acquired before 1 January 2000, you may elect that the cost of those shares or units be treated as one half of the market value of the investment on 1 April 2007.

It is also important to note that not all foreign shares and units are taken into account in determining whether the \$50,000 cost threshold is exceeded. For example, the cost of shares in Australian tax resident companies listed on an approved index of the Australian Securities Exchange and certain Australian unit trusts are not taken into account.

The cost threshold must be calculated for each tax year (being the 12-month period beginning on 1 April and ending on 31 March) beginning on or after 1 April 2007. As a consequence it is possible that you could be above and below the threshold over different tax years depending on the cost of the foreign investments you hold each year.

Foreign investments costing more than \$50,000 – FIF rules apply

The FIF rules outlined below will apply to you unless you are an individual (not acting as a trustee) and the total cost of your foreign investments that are potentially subject to the FIF rules is \$50,000 or less at all times in the tax year.

You must use an authorised calculation method under the FIF rules to determine the taxable income from your Units.

Fair dividend rate method

The fair dividend rate (**FDR**) method is the calculation method which is most commonly applied.

Under the FDR method you would be taxed each year on a total of 5% of the total market value of your foreign investments that are subject to the FIF rules at 1 April each year. Any Units issued during a tax year and held for that tax year will not give rise to any taxable income under the FDR method for that first tax year of issue.

Taxation of actual gains

If you are an individual or you are investing as the trustee of a family trust, you will be entitled to select the comparative value method ("the CV method") instead of the FDR method in a particular tax year if this would result in less taxable income than under the FDR method. Taxable income under the CV method is the amount that is the total realised and unrealised gain (i.e. the net gain in the market value over the year plus dividends received and net sale proceeds) in the tax year.

Generally, if you choose to apply the CV method in a given tax year you must do so on a portfolio basis for all foreign investments that are potentially subject to the FIF rules. If you have other investments (including other Liontamer units) for which you have elected to be taxed on your actual gain under the CV method, you are not permitted to use the FDR method in that year for any of your other foreign investments.

Cost method alternative

Where it is not practical to apply the FDR method because the "market value" of an investment cannot be determined except by independent valuation, an investor may choose to pay tax on 5% of the cost of the investment each year under the "cost method". The "cost" of the investment is increased by 5% each year for the purposes of applying this method. "Cost" can be reset once every five years through an independent valuation. Under this alternative, there is no option to be taxed under the CV method on actual gains. However, use of the cost method for one of your investments will not prevent you from applying the FDR or CV method to your other offshore investments.

No deduction for losses

Generally speaking, you will not be entitled to claim a deduction for a net reduction in the value of your overall foreign portfolio of investments during a tax year.

Determination in respect of Liontamer Units and the FDR method

The Inland Revenue Department (**IRD**) may issue a determination that the FDR method can be applied to a particular investment. The IRD issued its latest determination on 28 May 2010 which allows investors in units of Liontamer trusts which meet certain criteria contained in the determination to adopt the FDR method. Based on this determination, and discussions with the IRD, Liontamer considers that the FDR method will be able to be applied to the Units in the Trust.

How the rules will apply to the Units

Because no restrictions are imposed on the transferability of the Units, the "market value" of each Unit should be able to be determined each year (by reference to information provided by Barclays Bank and/or information from other sources). This may be above or below \$1.00 before the Units are repaid.

How you will be taxed each year will depend on how your other foreign investments which are subject to the FIF rules have performed that year as you must choose to apply the FDR or CV method on a portfolio basis to your foreign investments.

If you continue to be subject to the FIF rules in the tax year in which your Units are sold or redeemed no further taxable income would arise on the sale of your Units to the Manager or the redemption of your Units under the ordinary tax rules irrespective of what calculation method you chose to apply in that year. We emphasise that the ordinary tax rules now only apply if you are an individual not acting as a trustee and your foreign investments cost \$50,000 or less.

Early Bird Interest

RWT

If you are resident in New Zealand for tax purposes or you are investing in Units through a non-resident company with a fixed establishment in New Zealand, resident withholding tax at the appropriate rate will be deducted from the gross Early Bird Interest paid to you during the period of the Offer unless you hold a current certificate of exemption and provide a copy of that certificate to Liontamer before the interest is paid.

NRWT and AIL

If you are not resident in New Zealand for tax purposes or you are investing through a non-resident company that does not have a fixed establishment in New Zealand, non-resident withholding tax will be deducted from gross Early Bird Interest paid to you at the appropriate rate (i.e. 15%, reduced to 10% under most double taxation treaties entered into between New Zealand and other jurisdictions) unless you request Liontamer to pay approved issuer levy ("AIL") in lieu of deducting non-resident withholding tax. If so requested, Liontamer will pay AIL to the IRD equal to 2% of the gross Early Bird Interest paid to you. The net cost of the 2% payment and all costs of and relating to registration for AIL purposes and the payment of AIL will be deducted by Liontamer from the gross Early Bird Interest payable to you.

Australian withholding tax

It is not expected that there will be any Australian withholding tax on payments made by the Trust. This is based on the circumstances of the Trust, its non-Australian sourced income and a current ruling by the Australian Taxation Office in respect of withholding tax. This is a general ruling and not one that has been obtained by Liontamer. The ruling is not specific to Liontamer or the Trust. If Liontamer is obliged to make any deduction or withholding on account of taxes which should have been made by the Trust, this amount will be deducted from amounts payable to you and under the terms of the Trust Deed Unitholders indemnify Liontamer in respect of any such deduction or withholding.

Australian capital gains tax

Under legislation passed in Australia, New Zealand resident Unitholders are not subject to Australian capital gains tax in respect of their Units on the basis that the Trust will not invest in Australian real property or hold assets which will be used in carrying on business through an Australian permanent establishment.

You should consult your tax adviser on the tax implications of investing with regards to your specific circumstances as this is not specific tax advice to individuals and Liontamer takes no responsibility for providing taxation advice to individual Unitholders.

WHAT ARE MY RISKS?

The principal risks involved with an investment in the Trust are:

- **Credit risk:** neither the repayment of capital in the Trust, nor the payment of any particular rate of return from investing in the Trust, is guaranteed. Liontamer intends to invest the aggregate Investment Amounts in the Deposit sold by Barclays Bank. You are exposed to the potential credit risk that Barclays Bank is put into liquidation or is unable to meet its payment obligations in respect of the Deposit. Other than in the exceptional circumstances described in the Prospectus, the Trust is liable for any liabilities, obligations or debts incurred by Liontamer when it is acting for and on behalf of the Trust.
- **General market risks:** the performance of commodities is unpredictable and individual commodity prices can fluctuate considerably. Commodity prices are inherently volatile and may be affected by numerous factors including liquidity, supply and demand, market activity, regulatory intervention, civil action, natural disaster and other geopolitical circumstances. The Index Linked Return is therefore exposed to, and dependent on, fluctuating market conditions.
- **Capital protection:** capital protection of the Deposit applies only on the Maturity Date and is 100% of the Investment Amount (subject to the other risks identified in this Investment Statement).
- **Liquidity:** liquidity risk exists due to the restrictions on early repayment, as described under "How do I cash in my investment?" on pages 13 and 14.
- **Change in tax treatment:** a change in the tax treatment of the Trust or returns from the Trust may affect the returns, see "How will this investment be taxed?" on pages 10 and 12.
- **Early repayment requests:** market conditions at the time you request your Units to be repaid early may affect the return on your Investment Amount. The early repayment price will be calculated based on the value of the Deposit at that time as determined by Barclays Bank as counterparty to the Deposit. This value is affected by the performance of the Index, market volatility, Liontamer's upfront margin payment, time left to maturity and the level of interest rates, so it is possible that you will receive an amount that is significantly less than the price you paid for your Units. In addition, an Exit Fee applies. No capital protection exists on early repayment of your Units. There are no restrictions on the circumstances under which you can request an early repayment or the value realised. The Unit price could be above or below \$1.00 depending on market conditions.
- **Early termination of the Deposit:** the Deposit may be terminated before the maturity date, subject to the agreement of Liontamer or Barclays Bank. However, Liontamer anticipates that it will only initiate the termination of the Deposit prior to maturity in the unlikely event that there are changes in the law or generally that significantly and adversely affect Unitholders. It is therefore unlikely that the Deposit will be terminated prior to the Maturity Date by Liontamer. The occurrence of certain extraordinary events, as detailed in the Prospectus and the Confirmation, would entitle Barclays Bank to terminate the Deposit prior to the Maturity Date and would arise outside the ordinary course of business. Examples which would cause a termination would be instances such as a change in law, an unanticipated tax event, a hedging disruption event, or an increased cost in hedging.

In the event of early termination of the Deposit, the Trust may receive an amount that is significantly less than the price paid for the Deposit. This would have a consequential impact of the amount paid to Unitholders. The process by which the Deposit is terminated is described on page 14.

The above risks are described in more detail in the Prospectus which you can obtain a copy of as described under "What other information can I obtain about this investment?" on page 15.

Underlying securities (Deposit)

If you would like more information about the risks relating to the Deposit, you can request a copy of (when available) the final Confirmation of the Deposit from Liontamer by contacting Liontamer Investor Relations, see "Who do I contact with inquiries about my investment?" on page 15.

Consequences of insolvency

The Trust Deed limits your liability to any unpaid amount in relation to the Units you hold. You will not, by reason of being a Unitholder alone, be personally liable to indemnify Liontamer or the Statutory Supervisor or any creditor of either of them in the event that the liabilities of the Trust exceed the assets of the Trust.

It is unlikely that the Trust will be terminated prior to the Maturity Date. In the event of the Trust being terminated or being put into liquidation or wound up, the claims of the creditors of the Trust, including insolvency claims by:

- Liontamer;
- the Statutory Supervisor;
- creditors (both secured and unsecured); and
- any preferential creditors such as the Inland Revenue Department,

will rank ahead of Unitholders' claims in the Trust. Any insolvency payments would also be subject to any relevant legislation. Unitholders' claims will rank equally as between themselves. Unitholders will not be liable to pay money as a result of the insolvency of the Trust.

CAN THE INVESTMENT BE ALTERED?

Liontamer can extend the period of the Offer at its discretion.

Liontamer has the right to make certain other alterations to the terms of the Trust including the following:

- Liontamer may lock in the Participation Rate at, or above, 110%;
- minimum investment amount, minimum number of Units for which a repayment request may be given, and minimum number of Units which a Unitholder must retain following a repayment;
- Closing Date, Strike Date and Issue Date;
- Entry Fee, management fees and Exit Fee payable by a Unitholder (within the maximum levels set out in the Trust Deed);
- investment policy at any time (subject to restrictions set out in the Trust Deed);
- terms of the Units, by way of Liontamer amending the Trust Deed as provided for in the Trust Deed and the Corporations Act and Regulations of Australia. For certain amendments to the Trust Deed, Liontamer must obtain approval by extraordinary resolution at a meeting of Unitholders;
- Liontamer, subject to the agreement of Barclays Bank, may terminate the Trust at its discretion, at any time, by giving Unitholders not less than 30 days' written notice of termination. Liontamer anticipates that it will only exercise this right prior to maturity, for example, in the unlikely event that there are changes in the law or generally that significantly and adversely affect Unitholders; and
- Liontamer may extend the Investment Period at maturity – see "Extension of Investment Period at maturity" on page 14.

In addition, Unitholders may determine to terminate the Trust by extraordinary resolution.

The occurrence of certain extraordinary events, as detailed in the Prospectus and the Confirmation, would entitle Barclays Bank to terminate the Deposit prior to the Maturity Date and would arise outside the ordinary course of business.

Liontamer may alter the terms in certain other circumstances such as to correct manifest error or if (in Liontamer's opinion) the change is necessary for the more convenient working of the Trust and it is not, or not likely to become, prejudicial to the general interests of the Unitholders.

At the date of this Investment Statement, Liontamer does not intend to make any of the above alterations to the terms of the Trust.

Rights on termination

On termination of the Trust, Unitholders are entitled to receive a share of the net proceeds of realisation of the Trust's property into cash (after Liontamer has discharged the Trust's liabilities including costs of termination, as described on page 7 pro rata to the number of Units held by them. In these circumstances, Liontamer will sell and realise the Trust's investments as soon as reasonably practicable.

Your rights may also be affected by changes to the Corporations Act (Australia), the New Zealand Securities Act 1978 or decisions made by the courts in Australia or New Zealand.

HOW DO I CASH IN MY INVESTMENT?

Before the Strike Date

You are able to withdraw your application prior to the Strike Date at Liontamer's discretion. If Liontamer agrees to your request, your Application Amount will be refunded in full but without any Early Bird Interest which will be distributed across all other investors.

Early repayment process

Your investment in the Trust is a hold-to-maturity investment designed to be held until the Maturity Date at which time you are able to request repayment of your Units.

You may at any time request in writing to Liontamer that your Units are repaid early for any reason. Early repayment is only available monthly on the last Business Day of each calendar month. Liontamer may refuse to action your request in its absolute discretion without giving a reason.

The amount repaid on an early repayment may be substantially less than the Investment Amount, as there is no capital protection on early repayment and market movements may have a negative impact on the value of the Deposit. Likewise, the amount repaid could be more than the Investment Amount if movements are positive. The value of the Units will be affected by the performance of the Index, market volatility, time left to maturity, the level of interest rates and the margin payment made to Liontamer by Barclays Bank at the establishment of the Trust. Prior to maturity, the value of the Units is unlikely to mirror the formula of returns which apply to the Units at maturity. Capital protection does not apply to the Units until maturity.

Early repayments of Units will reflect the value of the Deposit at the time and this could be above or below \$1.00 per Unit.

On repayment of your Units, you will receive per Unit an amount based on the value of the Deposit at that time (being Barclays Bank's determination, at its sole discretion as counterparty to the Deposit) divided by the number of Units then on issue) less an Exit Fee of 2% of the value of the Units to be repaid which is payable by the Unitholder to Liontamer.

If you wish to request early repayment, follow these steps:

Step 1: visit www.liontamer.com or contact your financial adviser to obtain an indicative Unit price that takes into account the 2% Exit Fee.

Step 2: if you still wish to proceed, you must put your request in writing to Liontamer Investment Services Limited by filling out the withdrawal request form available at www.liontamer.com. To ensure that requests are received in a timely manner, a copy of the request should be sent either by fax to +64 9 522 8841 or by e-mail to withdrawals@liontamer.com, with the original to follow in the post. Additional contact details are set out under "Who do I contact with inquiries about my investment?" on page 15.

The request must be received by Liontamer no later than five Business Days prior to the end of the relevant calendar month. Please note that early repayment requests should not be sent to our registrar, Link Market Services Limited.

Step 3: if Lontamer agrees to your request, it will repurchase your Units on the relevant repayment date unless you request that your Units are redeemed. If Lontamer is unable or unwilling to purchase Units because of unacceptable (to Lontamer) costs, including tax, which it may have to bear from purchasing and then redeeming Units, it may instead redeem your Units.

Step 4: requests will be processed on the relevant Business Day.

Step 5: the early repayment proceeds will be paid to you within 10 Business Days of the relevant Business Day by direct credit to your nominated bank account. These proceeds may be significantly below the price you paid for your Units due to changes in market conditions, Lontamer's margin payment and other risks (as there is no capital protection until the Maturity Date) and the Exit Fee.

Please note that:

- early repayment requests must be for at least 4,850 Units and thereafter in multiples of 1,000 Units and must be a complete disposal or result in a Unitholder holding at least 4,850 Units, unless otherwise approved by Lontamer;
- the actual early repayment price may differ from the indicative early repayment price due to changes in market conditions between the date the indicative price was provided and the date of the early repayment;
- if Lontamer receives early repayment requests that relate in aggregate to more than 5% of Units on issue in the Trust, Lontamer may elect to repay only 5% of the Units on a pro rata basis. The percentage figures may be altered by Lontamer upon notification to Unitholders. Any Units that are not repaid will be carried forward to the next repayment date and will receive first priority; and
- if any early repayment would cause any material prejudice to remaining Unitholders, to the Trust or to Lontamer, Lontamer may, in its entire discretion, decline to action the early repayment request.

In addition, Unitholders may determine to terminate the Trust by extraordinary resolution.

Early termination of the Deposit

It is unlikely that the Deposit will be terminated prior to the Maturity Date. Only the occurrence of certain extraordinary events would entitle either Lontamer or Barclays Bank to terminate the Deposit prior to the Maturity Date and these would arise outside the ordinary course of business. Examples which would cause a termination would be instances such as a change in law, an unanticipated tax event, or a hedging disruption event, as specified in the Prospectus and the Confirmation.

In that event, Barclays Bank will calculate the amount payable to Lontamer in accordance with the Confirmation. This amount may be significantly less than the price paid for the Deposit.

Lontamer will notify corresponding Unitholders, specifying a date on which all Units are to be repaid. Lontamer will repurchase all Units on that repayment date unless a Unitholder requests that its Units be redeemed. If Lontamer is unable or unwilling to repurchase the Units because of unacceptable (to Lontamer) costs, including tax, which it may have to bear from purchasing and then redeeming Units, it may instead redeem the Units. In each case, each holder of the Units will be entitled to receive a pro rata amount per Unit determined by reference to the amount Lontamer receives on termination of the Deposit less, in the case of a repurchase by Lontamer, an Exit Fee of 2% of the value of the Units to be repurchased which is payable by the Unitholder to Lontamer.

Extension of Investment Period at maturity

If Lontamer has decided to extend the Investment Period, Lontamer will send you a letter at least 30 days before the Maturity Date:

- advising you of the extension of the Investment Period;
- providing the term of the new investment; and
- asking you to advise in writing, at least 10 Business Days prior to the Maturity Date, if you wish to retain your Units or to instruct Lontamer to repay (by repurchase or redemption) your Units on the Maturity Date. If no such advice has been received by this date, Lontamer will repurchase your Units on a date advised by Lontamer notwithstanding the extension of the Investment Period. If you do not advise whether your Units are to be repurchased or redeemed then Lontamer will repurchase your Units and, in this case, the 2% Exit Fee will apply.

Within a fortnight after the Maturity Date, Lontamer will send you a letter advising you of the amount:

- reinvested for the new Investment Period, if you have decided to retain your Units; or
- paid to your nominated bank account, if you have decided to redeem or sell your Units at that date, or if no advice has been received from you, as referred to above.

No extension of Investment Period at maturity

If Lontamer has decided not to extend the Investment Period, Lontamer will send you a letter specifying the Maturity Date, indicating your returns and advising you that you may elect to have your Units repaid with effect from the Maturity Date.

If you elect to have your Units repaid, Lontamer will purchase your Units on a date advised by Lontamer unless you request that your Units be redeemed. If Lontamer is unable or unwilling to purchase Units because of unacceptable (to Lontamer) costs, including tax, which it may have to bear from purchasing and then redeeming Units, it may instead redeem your Units.

If you have not instructed Lontamer in terms of repayment, your funds will be invested in an interest bearing deposit account until you request repayment or until the Trust is terminated. Any interest earned after the Maturity Date, after deducting the costs, or provision for costs (if any), will be distributed to the relevant Unitholders.

Transfer of Units

Units are transferable and are not subject to transfer restrictions. Your Units can be sold or transferred to another person prior to the Maturity Date. You will be required to complete an "Off-Market Transfer Form" available at www.lontamer.com or www.linkmarketservices.com

It is Lontamer's opinion that there is no established general market for any transfer or sale of Units other than as described above or as described under "Early repayment process" above.

WHO DO I CONTACT WITH INQUIRIES ABOUT MY INVESTMENT?

Inquiries about the Trust may be made by contacting your financial adviser or Liontamer Investor Relations. Contact details for Liontamer Investor Relations are as follows:

Email: info@liontamer.com
Postal address: Liontamer Investment Services Limited, PO Box 2002, Shortland Street, Auckland
Physical address: c/- Lock & Partners Limited, Level 1, 171 Hobson Street, Auckland
Phone: 0800 210 451
Fax: 09 365 1008

Unitholders should not contact Barclays Bank or any party related to Barclays Bank in respect of the Deposit. Barclays Bank is under no obligation to provide any information to Unitholders. All inquiries must be made through Liontamer Investor Relations.

IS THERE ANYONE TO WHOM I CAN COMPLAIN IF I HAVE PROBLEMS WITH THE INVESTMENT?

In the first instance, you should raise your concern with your financial adviser. He or she should be able to resolve the majority of problems and will listen to and investigate your concern. If your financial adviser is unable to resolve your problem, you can contact the Complaints Officer at Liontamer Investment Services Limited. The contact details for the Complaints Officer are as follows:

Postal address: PO Box 2002, Shortland Street, Auckland
Physical address: c/- Lock & Partners Limited, Level 1, 171 Hobson Street, Auckland
Phone: 0800 210 451
Fax: 09 365 1008

If you need to take the issue further, you could contact the Statutory Supervisor in New Zealand, New Zealand Permanent Trustees Limited:

Postal address: PO Box 5067, Wellington
Physical address: Level 10, 141 Willis Street, Wellington
Phone: 04 978 4497
Fax: 04 978 4480

Liontamer Investment Services Limited is a Registered Financial Service Provider (FSP29009) as required by The Financial Service Providers (Registration and Dispute Resolution) Act 2008. You can view the Financial Service Providers register online at www.fspr.govt.nz

Disputes Resolution Scheme

Liontamer Investment Services Limited is a participant of the Insurance & Savings Ombudsman Scheme Inc. ("ISO"), an approved Disputes Resolution Scheme. If you have a complaint that has not been resolved after discussion with your adviser, the Liontamer Complaints Officer or the Statutory Supervisor, Liontamer will issue a letter of deadlock and provide you with an ISO complaint form to complete and return to the ISO. The ISO will then review your complaint before adjudging whether the matter comes within the ISO's jurisdiction. If it does, the ISO will allocate a case manager to conduct an investigation of your complaint and potentially provide conciliation services before making an assessment and providing a recommendation or an award. For more information about the ISO and the external dispute resolution process, visit www.iombudsman.org.nz

The contact details for the ISO are as follows:

Postal address: PO Box 10-845, Wellington
Physical address: 99-105 Customhouse Quay, Wellington
Phone: 04 499 7612
Fax: 04 499 7614

WHAT OTHER INFORMATION CAN I OBTAIN ABOUT THIS INVESTMENT?

If you would like more detailed information about the Trust, please ask your financial adviser or contact Liontamer Investor Relations. The details for Liontamer Investor Relations are set out above under "Who do I contact with inquiries about my investment?".

Other information about the Trust and the Offer is contained in the Prospectus (which also contains the draft Confirmation), Trust Deed, Deed of Participation, the finalised Confirmation (when available), and in the financial statements (when available) relating to the Trust. A copy of these documents (when available) will be provided to you free of charge within five Business Days of your request to Liontamer Investor Relations.

A copy of the Prospectus, the financial statements (upon completion of the Trust's first accounting period) and other documents of, or relating to, the Trust are filed on a public register on the Companies Office website www.companies.govt.nz (by searching the "Other Registers" file against the name of Liontamer or against the reference number 1871430) or, if such documents are not available online, (on payment of a fee) by contacting the Ministry of Economic Development Business Service Centre at info@companies.govt.nz or on (toll-free) 0508 266 726.

Within a fortnight of the Issue Date, a certificate will be sent to you including the following details:

- your Application Amount;
- amount of Entry Fee deducted from your Application Amount;
- amount of Early Bird Interest earned during the period of the Offer;
- amount of withholding tax deducted from your Early Bird Interest;
- amount invested in the Trust inclusive of Early Bird Interest;
- number of Units issued to you;
- final Participation Rate;
- starting level of the Index; and
- maturity Date.



SECTION C: IRD NUMBER AND RWT

Please write your IRD number (only one IRD number is required if joint application)

Grid for IRD number

Resident Withholding Tax Rate (mark one)

10.5% [] 17.5% [] 28% [] 30% [] 33% []

If you hold a current Withholding Tax Exemption please mark this box and attach a copy of the certificate and supply the expiry date

If you are not resident in New Zealand for tax purposes, please state your country of residency

Grid for country of residency

DECLARATION AND SIGNATURE IN RELATION TO APPLICATION FOR COMBI SERIES 7 UNITS

If you have instructed us to reinvest any of your maturity proceeds into COMBI Series 7 you must read and sign the declaration below.

I/We understand that the Privacy Act 1993 allows me/us to access and/or correct any personal information held by Link Market Services Limited. I/We acknowledge that I am/we are residents of New Zealand, or a country other than Australia to whom it is lawful to make the offer. The Investment Statement to which this application form is attached does not constitute an offer in any jurisdiction in which, or to any person to whom, it would be unlawful to make such an offer. I/We agree to be bound by the provisions of the Trust Deed and Deed of Participation governing COMBI Series 7 (and all amendments thereto) which constitute the relevant Trust, the Prospectus dated 16 May 2011 and this Investment Statement. I/We have received and read the COMBI Series 7 Investment Statement prepared on 16 May 2011. I am/We are fully aware that capital is only protected at the Maturity Date. I/We understand that early repayment amounts could be significantly below the Application Amount depending on market conditions at the time. I/We acknowledge that units are only transferable and can only be repaid early on the terms described on pages 13 and 14 of the COMBI Series 7 Investment Statement. I/We acknowledge that Liontamer bears no responsibility for the effect of currency fluctuations during the clearance of an overseas cheque. I/We confirm that I am/we are not an Australian resident. I/We acknowledge that Liontamer may refuse any application, or accept an application in part only, without giving any reason.

Signature of Applicant A or Company Officer: Date:

X / /

Name

Signature of Applicant B or Company Officer: Date:

X / /

Name

An Attorney can sign for any applicant. If the Application Form is signed by an Attorney, the Attorney must complete the Certificate of Non-Revocation of Power of Attorney below.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, _____ (Name of Attorney)

of _____

(Place and country of residence and occupation of Attorney)

Certify:

That by a Power of Attorney dated _____

(Name of person for whom Attorney is signing)

(Place, country of residence and occupation of person for whom Attorney is signing)

appointed me his/her/its Attorney.

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

THAT I have not received notice of any event revoking the Power of Attorney.

Signed at _____ this _____ day of _____

Signature of Attorney

ADVISER AND OFFICE USE ONLY

Reinvestments into COMBI Series 7

This section is only to be completed by advisers when clients are reinvesting maturity proceeds from COMBI Series 3 Booster Units into COMBI Series 7.

Adviser Name

Canopus Investments Limited

Mailing address

Grid for mailing address

Postcode

Grid for postcode

Email

Grid for email

Canopus Investments Limited

Entry Fee to be charged (minimum 0% - maximum 3%):

0% [X] 1% [] 2% [] 3% [] OTHER AMOUNT []

(No Entry Fee will be deducted from the Application Amount unless indicated otherwise)

Please note that any brokerage fees will only be paid to advisers by direct credit.

CLIENT UPDATE SERVICE

As Liontamer launches new funds we may inform existing Liontamer investors of new investment opportunities.

Please tick here if your client DOES NOT want to be part of the Client Update Service.

Adviser Stamp



WHERE TO SEND YOUR MATURITY FORM

Completed Maturity Forms must be sent to:

By fax: (09) 522 8841
By email: info@lontamer.com (PDF format only)
By post: Liontamer Investments
FreePost 237466
Shortland Street
Auckland 1140
New Zealand

By Wednesday 15 June 2011

DIRECTORY

NEW ZEALAND

Manager & trustee

c/- Liontamer Investment Services Limited
(at the offices of Lock & Partners Limited)
Level 1, 171 Hobson Street
AUCKLAND

Legal & tax adviser

Bell Gully
48 Shortland Street
AUCKLAND

Registrar

Link Market Services Limited
Level 16 Brookfields House
19 Victoria Street West
AUCKLAND

Auditor & tax adviser

PricewaterhouseCoopers
188 Quay Street
AUCKLAND

Statutory Supervisor & payment agent

New Zealand Permanent Trustees Limited
Level 10, 141 Willis Street
WELLINGTON

AUSTRALIA

Manager & trustee

Liontamer Investment Management Pty Limited
Level 4
63 York Street
SYDNEY NSW 2000

Legal adviser

Freehills
MLC Centre
Martin Place
SYDNEY NSW 2000

Tax adviser

Greenwoods & Freehills
MLC Centre
Martin Place
SYDNEY NSW 2000

Registrar

Blake & Riggall Pty Limited
ACN 004 552 363
Level 37
101 Collins Street
MELBOURNE VIC 3000

You should direct all inquiries to either your financial adviser or Liontamer Investor Relations by phoning 0800 210 451 or writing to Liontamer Investment Services Limited, PO Box 2002, Shortland Street, Auckland, New Zealand, or emailing info@liontamer.com.



www.liontamer.com