



**Application Form
for
Secured Debenture Stock**



OxfordFINANCE
CORPORATION



The Registrar
Oxford Finance Corporation Limited
PO Box 429, 171 Oxford Street, Levin.
Phone 06 367 0494, Fax 06 367 0405
For Investment enquiries please ring
FREEPHONE 0800 263 264
Email: oxfordfc@xtra.co.nz

Secured Debenture Stock Application Form

Surname Mr/Mrs/Miss/Ms _____

Full First Names _____

Address _____

Day Phone Number _____ Birth Date _____ IRD Number _____

19.5% 33% 38% 39% Email Address _____

Non-Resident Withholding Tax Approved Insurer Levy Exempt (enclose copy of exemption certificate)

New Investment Details

Terms and Rates available up to \$100,000 Rates on investments exceeding \$100,000 available on application

On Call	\$ _____	18 Months	\$ _____
3 Months	\$ _____	2 Years	\$ _____
6 Months	\$ _____	3 Years	\$ _____
1 Year	\$ _____	4 and 5 Years	\$ _____

Quarterly Interest Payment Options

Compounding (add to principal) Direct credit to Bank Account Pay to my OFC On-Call Account

Bank _____ (Attach Deposit Slip)

Bank	Branch	Account Number	Suffix

I/we hereby apply for the secured debenture stock as set out above and subject to the terms and conditions of the consolidated Trust Deed dated 26 November 1996, the current Prospectus and Investment Statement. I/We confirm we have received a copy of the current Investment Statement for Debenture Stock

Signature(s) _____

Date _____

Please Note:

- (1) Make cheques payable to Oxford Finance Corporation Limited
- (2) Minimum investment of \$500.00
- (3) Joint applications to be signed by all applicants
- (4) If signed under power of attorney, the attorney hereby declares that they have not had notice of death of the donor or the revocation of the power of attorney
- (5) If signed by attorney, attach power of attorney
- (6) The company may alter the rate of interest on call deposits by giving fourteen days notice to the investor
- (7) Interest of the Stock comprised in this certificate is payable or compounded quarterly on the last day of March, June, September, December in each year according to your instructions on the application form. Until redemption the interest is computed on the amount of principal moneys from time to time outstanding on the stock

IMPORTANT INFORMATION

(The information in this section is required under the Securities Act 1978) Make sure you read the investment statement. It contains important information that we are required to provide by law. Please call us if you have any questions or if you'd like to discuss an investment.

The Securities Act 1978 and Securities Regulations 1983 require finance companies to provide certain information in their investment statements. At Oxford Finance Corporation Limited we take our obligations very seriously and want to ensure that all investors have everything they need to make an informed decision. Investment decisions are very important. They often have long-term consequences. Read all documents carefully, ask questions and 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 following pages:

1. What sort of investment is this?
2. Who is involved in providing it for me?
3. How much do I pay?
4. What are the charges?
5. What returns will I get?
6. What are my risks?
7. Can the investment be altered?
8. Who do I contact with enquiries about my investment?
9. Is there anyone to whom I can complain if I have a problem with this investment?
10. What other information can I obtain about this investment?

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.

Taking Investment Advice

You may wish to use an investment adviser for advice before making any investment. If you do so, you have the right to request a written disclosure statement stating his or her experience and qualifications to give advice. That document will tell you -

- Whether the adviser gives advice only about particular types of investments; and
- Whether the advice is limited to the investments offered by one or more particular financial organisations; and
- Whether the adviser will receive a commission or other benefit from advising you.

You are strongly encouraged to request that statement. An investment adviser commits an offence if he or she does not provide you with a written disclosure statement within five working days of your request. You must make the request at the time the advice is given or within one month of receiving the advice.

In addition

- If an investment adviser has had any conviction for dishonesty or has been adjudged bankrupt, he or she must tell you this in writing.
- If an investment adviser receives any money or assets on your behalf, he or she must tell you in writing the methods employed for this purpose.

Tell the adviser what the purpose of your investment is. This is important because different investments are suitable for different purposes.

WHAT SORT OF INVESTMENT IS THIS?

Oxford Finance Corporation Limited is offering you the opportunity to invest in interest bearing investments secured by first ranking debenture stock. These investments are subject to the terms and conditions of a consolidated Trust Deed dated 26 November 1996 (and its subsequent amendments). The Trust Deed is in place to protect you as an investor. The main terms of the deed are summarised in Oxford Finance Corporation Limited's current registered prospectus.

The investments offered in this investment statement and current prospectus rank equally with existing investors in secured debenture stock issued under previous prospectuses. The amount of Debenture Stock on issue by the Company at 31 March 2009 amounted to \$45,510,669.

WHO IS INVOLVED IN PROVIDING IT FOR ME?

The Issuer & Promoter
Oxford Finance Corporation Limited
Registered Office:
Cnr Durham & Salisbury Street
Levin
Telephone: 06 3670494 or 0800 263 264

The Trustee:
Trustees Executors Limited
Corporate Trust
Level 5
10 Customhouse Quay
Wellington
Telephone: 04 495 0999

Activities

Oxford Finance Corporation Limited (the Company) commenced trading on 1 December 2003. This followed the purchase by the Company of the business assets and certain of the liabilities from the company previously known as Oxford Finance Corporation Limited, now called Oxford Finance Limited. As part of the restructuring the Company became a subsidiary of Oxford Finance Limited and became an issuer of debt securities under the existing Trust Deed.

Brief History

Oxford Finance Limited commenced operation in November 1987 to provide consumer and financial services. It initially focused on motor vehicle finance through a motor vehicle dealer network mostly in the lower half of the North Island and by way of personal loans.

The Land and Building lending has been 25% of the total lending portfolio in the 12 months to 31 March 2009. Taking into account current circumstances, particularly around commercial property we aim to maintain this lending at around 25% of our total portfolio.

Our systems and Processes

Based on a philosophy of careful and conservative management coupled with a clear service ethic, the Company has strong systems and processes for managing the business.

This includes a strict loan approval process that involves a team of experienced managers who assess loan applications and ensure that the applicant meets the Company's lending criteria. Comprehensive procedures are also in place for debt monitoring and collection.

Ownership

Electra Limited, an electricity lines company in Kapiti and Horowhenua, owns both Oxford Finance Limited and Oxford Finance Corporation Limited.

How much do I Pay?

You can choose the amount you wish to invest, subject only to the minimum investment of \$500.00. On the application form you should nominate the term and record how you want your interest to be paid. The completed form and payment can be lodged at Oxford Finance Corporation Limited, 171 Oxford Street, Levin or by mailing to: PO Box 429, Levin. The maturity date for the nominated term will be calculated from the date your application is accepted and payment has been received.

The Application form allows you to invest for terms from three months to sixty months for a fixed term investment. However, if you need your investment to mature on a certain day you can select a specific maturity date to suit. The interest rate paid will be that of the nearest standard term.

What are the charges?

There are no charges. However the issuer Oxford Finance Corporation Limited, has agreed to pay brokerage to the investment advisers and investment brokers at various rates dependent on the term of the investment. Brokerage rates are set out in detail in the registered prospectus. These payments are not payable by the investor. You will receive full credit for the amount of your investment. Brokerages are payments made by the Issuer to investment advisers and investment brokers and are not deducted from your investment. If you request early repayment of your investment a lower rate of interest may be paid on the amount withdrawn before maturity.

WHAT RETURNS WILL I GET?

Guarantee of Securities by Electra Limited The ultimate parent company of the Company, Electra Limited (Electra) entered a Deed of Guarantee on 7 September 2007 (subsequently amended and restated on 29 October 2008 and 29 June 2009) with the Company for the benefit of all members of the public that have invested monies with the Company under a duly registered prospectus, including the Trustee (Securityholders). Under this deed, Electra guarantees the repayment of all monies owing by the Company to Securityholders in their capacity as debt security holders of the Company. Accordingly, Electra guarantees the repayment of any principal amount invested with the Company under this Prospectus and also any interest payable as a return on those principal sums by a Securityholder. The liability of Electra under this guarantee is not limited as to an amount. However Electra's liability is only in respect of amounts owing by the Company to Securityholders and does not extend to creditors of the Company generally. This guarantee is not secured.

The Electra Deed of Guarantee remains in place and will operate ahead of the Crown Guarantee.

As at 31 March 2009 Electra's audited net tangible assets are \$67.4m. There were no qualifications in the audit report.

New Zealand Deposit Guarantee Scheme

The Company entered into the Crown Deed of Guarantee with Her Majesty the Queen in right of New Zealand (acting by and through the Minister of Finance) on 21 November 2008, with effect from 12 October 2008 to 12 October 2010. The Crown Guarantee protects qualifying investors in the Company from losing the principal amount of their investment and accrued interest subject to certain limitations.

A copy of the Crown Deed of Guarantee may be obtained from the Company by calling 0800263264 or by searching the Companies Office website at www.companies.govt.nz

Further information about the New Zealand Deposit Guarantee Scheme is available on the Treasury website www.treasury.govt.nz

The Crown Deed of Guarantee is subject to certain limitations, the principal ones being:

- It applies to all investors in the Company's secured debenture stock other than the related parties of the Company, financial institutions, persons who are not a New Zealand resident or citizen, or trustees for any of the above;
- It only applies to any obligation of the Company to pay money to a qualifying investor which becomes payable during the period 12 October 2008 to 12 October 2010, or would have been payable (due or not) in the event of a default by the company in the same time period.

- Maximum liability of the Crown to each qualifying investor is limited to \$1 million, including principle and interest accrued.

The Company has in place systems to ensure that it complies with all its obligations under the Crown Deed of Guarantee.

The Crown's most recent statement of financial position is available from www.treasury.govt.nz

The Electra Deed of Guarantee ranks ahead of the Crown Deed of Guarantee. It should also be noted that the Electra Guarantee will continue to operate after 12 October 2010 when the Crown Guarantee is proposed to end.

The return that you will receive from your investment is interest. Once your investment has been accepted, the interest rates on all term investments are fixed and may not be varied by you or the Company until the end of the term. The interest rates for "on call" may be varied by Oxford Finance Corporation Limited, by giving "on call" investors fourteen days notice of any proposed change in existing interest rates. The key factors that determine the amount of interest payable to you are:

- The interest rate, the term and the interest payment option that you select on your application form. The applicable interest rates, terms and interest payment options available are set out on the application form accompanying this investment statement;
- The performance by Oxford Finance Corporation Limited of its obligations, including it continuing to be solvent and making payments of interest to you on applicable interest payment dates.
- Your individual circumstance for tax purposes

You have two options for receiving payment of the quarterly interest on your investment: Quarterly Compounded - your investment grows by having your interest compounded and added to your investment at the end of each quarter (on the last days of March, June, September, December) Direct Credit to bank account- you receive a regular income from your investment by having interest paid to you quarterly by direct credit or cheque. Quarterly interest is paid on the last days of March, June, September and December.

Because these factors vary between prospective investors, Oxford Finance Corporation Limited cannot promise a quantifiable amount of returns in this investment statement.

Resident withholding Tax

The current New Zealand tax laws require Oxford Finance Corporation Limited to deduct resident withholding tax (RWT) from your interest payments. On the investment application form, please make sure you give us your IRD number and let us know the rate of tax to be deducted. If your IRD number is not shown, we are required to deduct RWT at the no-declaration rate of 39%.

If you hold a current certificate of exemption and have given us a copy, we will not deduct RWT.

Non-resident withholding tax

For investors who are non-residents of New Zealand for tax purposes, non-resident withholding tax (NRWT) is deducted. The rate of NRWT is currently 10% or 15%, depending on the country of residence. However, as Oxford Finance Corporation Limited is an approved issuer, you can instruct us to deduct approved issuer levy (AIL), which is currently 2%, instead of NRWT. All non-resident investors must provide Oxford Finance Corporation Limited with their current overseas residential address and birth date.

Annual Interest Certificate (IR15)

By 20 May each year Oxford Finance Corporation Limited will advise you of the amount of interest paid or credited to you and any RWT, NRWT or AIL deducted for the financial year ending 31 March. You must include these details in your tax return if you are required to file one.

Guarantee of Securities

The company has no guaranteeing subsidiaries.

What are my risks?

Risk Management Policies Risk management is a fundamental management activity for the Company, performed at all levels

through out the Company. Risks are identified, assessed and managed, ensuring there is an appropriate balance between risks taken by the Company and the rewards arising from these risks.

Prior to an advance being made it must first pass through an approval process where an experienced team of loan managers assess the applications submitted and ensure that the applicant meets the Company's predetermined lending criteria.

Lending

The Company, as part of its business, is exposed to the risk that its clients may not have the ability to make repayments that are due under their loan during the term or at the end of the loan. Defaults are a normal event for a finance company and the Company has procedures in place to encourage clients to meet their commitments.

However it is possible that there could be a sustained period where defaults by the company's clients are at an unusually high level. If this higher level of defaults has not been provided for by the Company, then the Company may make a loss or lower profit than that budgeted for.

Where loans have been secured against depreciating assets such as motor vehicles there is a likelihood that realisation of the security will not fully cover the debt outstanding from the borrower. However, the company actively works to mitigate lending risk through the expertise of its management and a comprehensive credit approval and loan management process. The Company's loan approval process considers a number of factors, including,

Personal Lending:

- Borrowers past performance
- Borrowers ability to repay
- Amount of money to be borrowed against the security
- The substance of the guarantor/co-borrower involved *(if required)*

Business Lending:

- Character of both entity and its owners
- Past payment/credit history
- Time business has operated and time owner has been in that line of business
- Business cash flow and ability to pay
- Owners equity compared to borrowed funds
- Value and type of security offered and its ability to be realised
- An exit strategy for each proposal

Loan defaults may affect the timing and/or ability of the Company to pay interest on, and repay, Debenture Stock.

Bad Debts

Lenders always face a risk of bad debts, which could result in the Company not being able to recover loans in full from the relevant borrowers – this may negatively impact on the Company's profitability. The Company manages its exposure to credit risk by the application of policies and procedures to ensure that loans are only made to customers whom we assess as having the capacity and capability to repay the moneys advanced based on the criteria outlined above.

The Company also has rigorous debt collection procedures in place to ensure that appropriate action is taken to recover advances if a potential problem of collect ability is identified. A credit team monitors overdue accounts on a daily basis contacting clients by phone or letter within 7 days of their default. If the debtor does not make payment or defaults on a special arrangement steps are then taken to realise the assets through repossession. Management is kept well informed of any overdues and possible impaired assets that may result in a potential bad debt for the company.

Interest Margin

Interest margin risk is a risk to profitability associated with the margin between the cost of funds invested and the interest rate charged to borrowers for those funds.

In order to minimise interest margin risk management, the Board regularly monitors the position of that margin and adjusts the rate on new monies in line with market trends as well as the interest rate charged to borrowers.

Competition

The financial sector is very competitive. New entrants to the market, in recent years particularly have placed pricing pressure on both the cost of attracting investment funds and the pricing of lending products. The company sees itself as a careful operator that offers both a fair deal for its investors and customers alike. As such it continually reviews and anticipates competition pressures by analysing and building on its competitive advantages where possible, evaluating its product range and pursuing new profitable business opportunities when available.

Regulation

Government and other regulatory bodies can change laws or regulations that can impact adversely upon Company funding and profitability. While the risks resulting from these situations are difficult to control, the company does keep well informed on pending regulatory changes via external expert advice and where considered appropriate, participating in any consultation process that may accompany any proposed regulatory amendment.

Operational

Operational risk arising from inadequate or failed internal processes, people and systems, could expose the company to potential financial damage or damage to reputation. Management is responsible for the identification, measurement, monitoring and mitigation of operational risk. In keeping with its careful approach to business, the Company's mitigation techniques include an effective segregation of duties, delegated authorities, business continuity planning, risk management planning and employment of competent and skilled staff.

Liquidity

The company must pay interest on debenture stock and repay debenture stock upon maturity unless an investor wishes to reinvest. The ability of the company to meet these commitments depends on the company having sufficient cash resources at a particular time to satisfy these obligations. The company will manage this risk by maintaining cash at call or by investing in short term deposits, or having in place uncalled committed bank funding which will be used to pay interest on debenture stock and repay debenture stock upon maturity.

Portfolio

Concentration of loans in a particular industry sector (motor vehicle industry) can increase the risk of loss if economic downturn occurs in that sector. The Company is primarily a financier in the motor vehicle industry undertaken in the North Island outside Auckland, but is actively mitigating its exposure to this sector through diversification into broader financial activities. The Company's lending portfolio is as follows:

	31 March 2010 Target	31 March 2009	31 March 2008
Land & Buildings	25%	25%	29%
Plant & Equipment	4%	3%	3%
Motor Vehicles	67%	68%	64%
Other	4%	4%	4%

Insolvency Risk and Consequences

The main risk of investor's suffering a loss of interest and principal on their investment is if Oxford Finance Corporation Limited became insolvent for any reason (was unable to meet its debts as they fall due). There is no risk of you being held liable to pay any additional money as a consequence of insolvency. In the event of Oxford Finance Corporation Limited becoming insolvent, certain claims or payments must be met before investments can be repaid to investors. Any claim that you may have against the company will rank equally with those of other secured creditors of Oxford Finance Corporation Limited other than the prior charge holders as permitted by the Trust Deed but behind creditors required by law to be paid in priority to secured creditors, such as the IRD and certain payments to employees and liquidator's costs.

CAN THE INVESTMENT BE ALTERED?

Except in the case of hardship or death term investments generally cannot be altered before maturity. The main terms of your investment cannot be altered without your agreement. In cases of hardship or death, investors may be permitted to alter the maturity date of their investment. Oxford Finance Corporation Limited may, at its

discretion, reduce the interest rate to an applicable shorter term rate for early repayment of the debenture stock certificate before the relevant maturity date.

Oxford Finance Corporation Limited and the Trustee may agree to change the Trust Deed, which governs your investment. Investors will not be notified of changes which are necessary to correct a manifest error, or which are of a minor technical or administrative nature, or which necessary or desirable to comply with any law, or which the Trustee considers are not likely to be prejudicial to investors. Otherwise the approval of an extraordinary resolution of investors is necessary to effect a change.

HOW DO I CASH IN MY INVESTMENT?

Upon Maturity

We will send you a notice approximately 14 days before the maturity date to tell you that your investment is about to mature. You need to complete the notice to let us know if you would like your investment repaid or reinvested.

If no notice is received, the investment will roll over into an on-call account at the then applicable interest rate.

Early Repayment

Oxford Finance Corporation Limited's fixed rates of interest for a particular amount and term are based on the expectation that the funds will be invested for the full term. Investors do not have a right to withdraw their investment before maturity, but Oxford Finance Corporation Limited understands that people's circumstances do change. We will consider early repayment in the following situations.

- Financial hardship caused by unforeseen circumstances, may mean the investor needs urgent access to funds. In this case we can repay some or all of their investment before maturity.
- If a sole investor passes away, we will repay the investment. The executor of the Estate needs to send us evidence of probate or letters of administration. If a joint investor dies, we will transfer the investment(s) to the surviving investor(s). They need to sign a statutory declaration of survivorship and provide a copy of the deceased investors death certificate.

If early repayment is agreed to this may be subject to an interest rate reduction applicable to the shorter term.

Right to Sell

The investments offered are not listed by the New Zealand Exchange, therefore they can be transferred using the form commonly used for security transfers. No transfer will be registered by the company during the fourteen days preceding any interest payment date. Oxford Finance Corporation Limited does not believe that a secondary market exists for such sales.

WHO DO I CONTACT WITH ENQUIRIES ABOUT MY INVESTMENT?

For enquiries about your investment, please contact Oxford Finance Corporation Limited's Investment Manager at:
Oxford Finance Corporation Limited
171 Oxford Street
Levin
Telephone 0800 263 264
email: oxfordfc@xtra.co.nz

Or to the investment adviser or broker through whom the investment was arranged.

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

Complaints should be directed to the Issuer:
Oxford Finance Corporation Limited
PO Box 429
Levin
Telephone: 0800 263 264
Facsimile: (06) 367 0405

Or to the Trustee:
Trustees Executors
PO Box 3222
Wellington
Telephone: (04) 495 0999

Or to the Solicitor
Quigg Partners
PO Box 30-35
Wellington
Telephone: (04) 472 7471

There is no ombudsman to whom complaints about the Secured Deposits can be made.

WHAT OTHER INFORMATION CAN I OBTAIN ABOUT THIS INVESTMENT?

Other information about Oxford Finance Corporation Limited and the Secured Deposits is contained or referred to in the Company's latest registered prospectus and most recent financial statements. A copy of that prospectus and those financial statements can be obtained free of charge from:

Oxford Finance Corporation Limited
171 Oxford Street
Levin

You can also view Oxford Finance Corporation Limited's prospectus and financial statements by searching on the website of the Registrar of Companies, Ministry of Economic Development, at www.companies.govt.nz. Alternatively, you can request copies by submitting a search request form from the Companies Office at: The Companies Office
PO Box 92061
Auckland

Further Notifications

Oxford Finance Corporation Limited advises that in terms of the current registered prospectus, it reserves the right to cease or suspend receipt of applications for Secured Debentures to ensure its on-going compliance with the Securities Act 1978 and the terms and conditions of the Trust Deed.

Other Information

Further information about the New Zealand deposit guarantee scheme is available free of charge and at all reasonable times from the Internet site maintained by or on behalf of the Treasury (www.treasury.govt.nz). In addition, the most recent audited statement of financial position of the Crown is available, free of charge, and at all reasonable times, on the Internet site maintained by or on behalf of the Treasury.

A copy of the Crown Deed of Guarantee entered into between Oxford Finance Corporation Limited and the Crown dated 21 November 200 is also available from www.treasury.govt.nz.

Trust Deed

The Trust Deed has been entered into between the company and the Trustees Executors Limited as Trustee for the secured debenture holders to protect their respective interests. Through a regular reporting framework it enables the Trustee to be confident that the various financial covenants governing the company's borrowings are being met, and gives the Trustee the right in the event of default, to intervene on behalf of the Debenture holders.

A copy of the Trust Deed is available for inspection at the following places:

Oxford Finance Corporation Limited
171 Oxford Street
Levin

or Trustees Executors
Corporate Trust
Level 5
10 Customhouse Quay
Wellington