

Thank you for requesting this Product Disclosure Statement from Funds Focus.

Fee Reduction

As highlighted within our offers page, whilst most managed funds typically pay an entry fee of up to 5%. Applications lodged through Wealth Focus will receive a rebate of up to 5% directly into your fund, providing you with more money in your fund.

How to Apply

Please have a read through the PDS and if you would like to invest the application pages can generally be found towards the back of the document. You will only need to send the application section back with a cheque/direct debit payable direct to the investment company (not ourselves). You should take note of any minimum investment amounts that may apply and proof of ID that is now required for the new Anti-Money Laundering regulations.

Then mail the completed application directly to us.

We will then check to ensure your form is completed correctly before forwarding your document on to the investment provider on your behalf.

Wealth Focus Pty Ltd
Reply Paid 760
Manly
NSW 1655

Please note that we are unable to track applications mailed directly to the product provider and therefore cannot guarantee that your discounts have been applied in these instances.

Should you wish to take advantage of our free annual valuation and tax report for all your investments you should complete our broker nomination form for The Wealth Focus Investment Service.

Regards



Sulieman Ravell
Managing Director



Requirements for verifying your identity under the new Anti Money Laundering (AML)/Counter Terrorism Financing (CTF) Act

The AML/CTF Act came into effect on the 12th December 2007. All financial planning and fund management companies are now required to collect, verify and store specific customer information before arranging investment services for a client. It is designed to prevent, detect and protect Australian business from money laundering and the financing of terrorist activities.

As such, we request that all new applications are sent with 'certified documentation'.

We have found that the easiest way to provide the required documentation is to have a copy of your driving licence *or* passport certified by Australia Post or a Justice of the Peace (please see following page for a full list of individuals that can certify documentation).

Once this has been completed, under the current requirements we will not require you to send identification again.

What you need to do

You will need to enclose a certified piece of photographic evidence or one piece of primary non-photographic evidence and one piece of secondary evidence (please refer to the Identification Form for document requirements), with your application form and post to us at the following address

Wealth Focus Pty Ltd

Reply Paid 760

Manly

NSW 1655

Please do not send us original driving licences or passports as these can very easily get lost in the post. Copies of documents can be certified by an authorised individual, they will need to sight and verify that the copy is a 'certified true copy', sign, date, print their name and list their qualification.

**ANTI-MONEY LAUNDERING REQUIREMENT FOR NEW APPLICATIONS
IDENTIFICATION FORM A**

GUIDE TO COMPLETING THIS FORM

- Please contact us on 1300 55 98 69 if you have any queries.
- If you wish to apply in the name of a trust or company, please contact us for an alternative identification form.
SMSF's and retail superannuation applications do not need to provide ID (an online check will be performed for SMSFs)

Attach a certified copy of the ID documentation used as proof of identity. ID enclosed should verify your full name; and **EITHER** your date of birth or residential address.

- Complete Part I (or if the individual does not own a document from Part I, then complete either Part II or III.)

PART I – ACCEPTABLE PRIMARY ID DOCUMENTS

	Select ONE valid option from this section only
<input type="checkbox"/>	Australian State / Territory driver's licence containing a photograph of the person
<input type="checkbox"/>	Australian passport (a passport that has expired within the preceding 2 years is acceptable)
<input type="checkbox"/>	Card issued under a State or Territory for the purpose of proving a person's age containing a photograph of the person
<input type="checkbox"/>	Foreign passport or similar travel document containing a photograph and the signature of the person*

PART II – ACCEPTABLE SECONDARY ID DOCUMENTS – should only be completed if the individual does not own a document from Part I

	Select ONE valid option from this section
<input type="checkbox"/>	Australian birth certificate
<input type="checkbox"/>	Australian citizenship certificate
<input type="checkbox"/>	Pension card issued by Centrelink
<input type="checkbox"/>	Health card issued by Centrelink
	AND ONE valid option from this section
<input type="checkbox"/>	A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address
<input type="checkbox"/>	A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address. <i>Block out the TFN before scanning, copying or storing this document.</i>
<input type="checkbox"/>	A document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address)
<input type="checkbox"/>	If under the age of 18, a notice that: was issued to the individual by a school principal within the preceding 3 months; and contains the name and residential address; and records the period of time that the individual attended that school

Who can verify customer identity documents?

Please find below a list of all the Approved Individuals that can certify documents:

- **A Justice of the Peace**
- **An agent of the Australian Postal Corporation** who is in charge of an office supplying postal services to the public, or a permanent employee with more than two years continuous service (who is employed in an office supplying postal services to the public)
- A notary public (for the purposes of the Statutory Declaration Regulations 1993)
- A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described)
- A judge, magistrate, registrar or deputy registrar of a court
- A chief executive officer of a Commonwealth Court
- A police officer
- An Australian consular or diplomatic officer (within the meaning of the Consular Fees Act 1955)
- An officer or finance company officer with two or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993)
- An officer with, or authorised representative of, a holder of an Australian Financial Services Licence, having two or more continuous years of service with one or more licensees, and
- A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with more than two years continuous membership.

Colonial First State

CapGT

Aspect Series 1



INVESTMENT MANAGEMENT EXPERTISE BY:
Aspect Capital Limited



CAPITAL GUARANTEE BY:
Commonwealth Bank of Australia
(Subject to the terms of the Commonwealth Bank
Guarantee as described in section 3)



Product Disclosure Statement

This is a combined Financial Services Guide and Product Disclosure Statement

Dated 20 September 2010, offer close date 29 October 2010

Issued by: Colonial First State Investments Limited

ABN 98 002 348 352 | AFS Licence 232468

This is a combined Financial Services Guide (FSG) and Product Disclosure Statement (PDS) for the Colonial First State Structured Investment Fund 1 ARSN 145 713 346 ABN 42 772 340 614 APIR code FSF1100AU, referred to in this PDS as ‘the fund’ or ‘Colonial First State CapGT – Aspect Series 1’.

The name and contact details of the responsible entity are:

Colonial First State Investments Limited
Level 29, 52 Martin Place
Sydney NSW 2000
Telephone: 13 13 36
Facsimile: (02) 9303 3200
Email: contactus@colonialfirststate.com.au

Investments in the Colonial First State Structured Investment Fund 1 are offered by Colonial First State Investments Limited ABN 98 002 348 352 AFS Licence 232468. Colonial First State Investments Limited or its licensed related entities to which it has delegated investment management or administration functions in relation to this product are referred to in this PDS as ‘Colonial First State’, ‘the responsible entity’, ‘we’, ‘our’ or ‘us’.

If any part of this PDS (such as a term or condition) is invalid or unenforceable under the law, it is excluded so that it does not in any way affect the validity or enforceability of the remaining parts.

The responsible entity may change any of the terms and conditions in the PDS with, in the case of material changes, 30 days notice to unitholders. You should note that unless the fund is suspended, restricted or unavailable, you may withdraw from the fund in accordance with the processes set out in this PDS.

Colonial First State is a subsidiary of the Commonwealth Bank of Australia (‘the Bank’) ABN 48 123 123 124.

The fund is not a deposit or other liability of the Bank. The Bank does not in any way stand behind the capital value or performance of the fund except as provided under the terms of the Commonwealth Bank Guarantee set out in section 3 of this PDS.

Colonial First State reserves the right to outsource any or all of its investment management functions, including to related parties, without notice to investors.

The issue of this PDS is authorised solely by Colonial First State Investments Limited. Apart from Colonial First State, no subsidiaries of the Bank are responsible for any statement or information contained in this PDS.

Aspect Capital Limited (‘Aspect’), a registered company in England and Wales no. 3491169 has given, and not withdrawn, its consent to be referenced in this PDS. Aspect is acting as investment manager for the Aspect Managed Account only and is not issuing, selling, guaranteeing, underwriting or performing any other function in relation to the product.

Citigroup Global Markets Australia Pty Limited ABN 64 003 114 832 AFS Licence 240992 (‘Citi’) has consented to be referenced in this PDS. Citi intends to enter a deferred purchase agreement with the fund on the investment date. It is not issuing, selling, guaranteeing or underwriting the fund.

The Bank has given, and not withdrawn, its consent to be referenced in this PDS. The Bank is providing the fund with a capital guarantee, subject to the terms of the Commonwealth Bank Guarantee as described in section 3.

If you are printing an electronic copy of this PDS, you must print all pages. If you make this PDS available to another person, you must give them the entire electronic file or printout (including the application forms). A paper copy of this PDS (and any supplementary documents) can also be obtained free of charge on request by calling Investor Services on 13 13 36 or by contacting your financial adviser.

The offer made in this PDS is available only to persons receiving this PDS within Australia. Applications from outside Australia will not be accepted.

The information contained in this PDS is general information only and does not take into account your individual objectives, financial situation or needs. You should read this PDS carefully and assess whether the information is appropriate for you and consider talking to a financial adviser before making an investment decision.

All monetary amounts referred to in this PDS are, unless specifically identified to the contrary, references to Australian dollars.

Colonial First State may, without prior notice to investors, close or terminate the fund, or add, change or remove an investment manager of the fund or amend an investment allocation. Any change would be considered in light of the potential negative or positive impact on investors. We will notify existing investors of any material change as soon as practicable. Updated information can be obtained by visiting our website, colonialfirststate.com.au. A paper copy of the updated information will be provided free of charge on request.

FirstNet, Colonial First State CapGT and CapGT are registered or pending trademarks of Colonial First State.

Any examples including any assumptions or figures contained in this PDS are purely hypothetical and are not actual or potential returns, estimates, projections, forward looking statements or forecasts for investments in the fund. Any examples have been included for illustrative purposes only. They have not been prepared taking into account any actual or potential investor’s objectives, financial situation or needs. Examples are designed solely to illustrate specific operational aspects of the fund for investor information only. Any assumption or figure that has been included as part of an example does not provide any indicator of actual future profit, performance or other future matter in relation to the fund. Updated information regarding performance will be made available on our website at colonialfirststate.com.au.

Interests of the directors of the responsible entity

Directors may receive a salary as employees of the Bank and from time to time may hold interests in shares in the Bank or investments in the fund.

This PDS has been authorised by our directors.

Colonial First State offices:

Sydney (Head Office)

Level 29
52 Martin Place
Sydney NSW 2000

Melbourne

Level 1
385 Bourke Street
Melbourne VIC 3000

Brisbane

Level 8
240 Queen Street
Brisbane QLD 4000

Perth

Level 4
55 St Georges Terrace
Perth WA 6000

Adelaide

Level 4
100 King William Street
Adelaide SA 5000



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Section		Page
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FSG	Financial Services Guide Explains the services we can offer you and the types of products we offer. Also, details are included of how we (and other relevant persons) are remunerated for these services.	

1 Introduction

Colonial First State CapGT – Aspect Series 1 is a fund that has been designed to efficiently combine exposure to two long-term investments, with a capital guarantee.

→ Aspect Managed Account

Aspect is one of the world's leading managed futures managers. The Aspect Managed Account aims to generate significant long-term capital growth independent of overall movements in traditional stock and bond markets.

→ Commonwealth Bank Security Deposit

The Commonwealth Bank Security Deposit delivers a competitive fixed rate of return and supports a capital guarantee from one of Australia's largest listed companies – the Commonwealth Bank of Australia.

What are some of the benefits of Colonial First State CapGT – Aspect Series 1?

A structured investment solution

Colonial First State CapGT – Aspect Series 1 can form an important part of an investment portfolio, providing the benefits of diversification, a capital guarantee on the guarantee maturity date and the potential for tax-effective returns. It has been designed by Colonial First State to meet a specific investor need that is difficult to meet using traditional investments.

Commonwealth Bank Guarantee¹

The Bank is a leading provider of financial services in Australia and one of the largest listed companies on the Australian Securities Exchange. The Bank has agreed to provide the fund with a capital guarantee on the guarantee maturity date. Additionally, the terms of the guarantee offer the potential for the amount guaranteed on the guarantee maturity date to rise above the initial dollar unit price.

Alliance with Aspect

The fund is offered to you by Colonial First State. Through Colonial First State's alliance with Aspect, the fund is able to benefit from the managed futures investment experience of one of the world's leading systematic investment managers.

Online access and award-winning service

Through our website, FirstNet, you can check your balance and access performance and unit price information. You can expect superior client service and administration – as our track record of industry awards confirms.

Key risks are outlined on pages 7 and 8 in section 2.

Important dates and key parties

Key dates ²		
	When	On this date
Offer open date	20 September 2010	The fund will open for applications.
Offer close date	29 October 2010 ³	The fund will close to applications (a 3pm Sydney cut-off time applies) and issue units.
Investment date	4 November 2010	The fund will enter a Deferred Purchase Agreement and have exposure to the Aspect Managed Account and the Commonwealth Bank Security Deposit.
Guarantee maturity date	4 November 2020	The fund will receive the DPA Delivery Assets and receives the benefit of the Commonwealth Bank Guarantee, if required.

Key parties and roles	
Responsible entity	Colonial First State Investments Limited
Deferred Purchase Agreement (DPA) issuer	Citigroup Global Markets Australia Pty Limited
Guarantee provider	Commonwealth Bank of Australia
Manager of the Aspect Managed Account	Aspect Capital Limited

What is Colonial First State CapGT – Aspect Series 1?

Colonial First State CapGT – Aspect Series 1 is a managed fund offered by Colonial First State. The fund invests solely in a Deferred Purchase Agreement (DPA) issued by Citi.

How does the fund work?

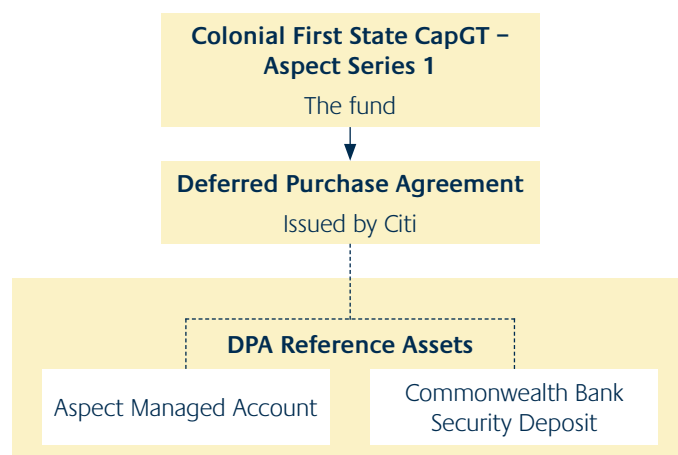
You can apply for units in the fund from the offer open date. On the offer close date, the fund will close to applications and use the investment proceeds⁴ to enter the DPA.

Under the DPA:

- Citi agrees to provide the fund with exposure to the Aspect Managed Account and the Commonwealth Bank Security Deposit until the guarantee maturity date.
- On the guarantee maturity date, the fund:
 - receives delivery assets (the DPA Delivery Assets) representing the current value of the Aspect Managed Account and the Commonwealth Bank Security Deposit, and
 - receives the benefit of the minimum guaranteed value under the Commonwealth Bank Guarantee, if required.

After the guarantee maturity date, the fund holds the DPA Delivery Assets.

Please refer to section 6 for further information about the impact of tax on the investment and for an explanation of the capital gains characteristics of a DPA.



Who is the fund designed for?

The fund is designed for long-term investors seeking the benefits of significant growth, real portfolio diversification and a capital guarantee.

Glossary of important terms

Term	Meaning
Aspect Diversified Programme	A proprietary investment trading strategy of Aspect.
Aspect Managed Account	An account owned by Citi (or a related entity) and managed by Aspect using the Aspect Diversified Programme. Aspect is authorised to trade the assets in the account via futures and forward contracts in order to generate a return.
Commonwealth Bank Guarantee	The guarantee that the Bank provides, including the benefit which may be received by the fund on the guarantee maturity date. Refer to section 3 – Commonwealth Bank Guarantee for further information.
Commonwealth Bank Security Deposit	An investment earning a fixed rate that matures on the guarantee maturity date and supports the Commonwealth Bank Guarantee.
Deferred Purchase Agreement (DPA)	The agreement between the fund and Citi where Citi agrees to deliver DPA Delivery Assets equal in value to the DPA Reference Assets on the guarantee maturity date. Refer to section 2 for further information.
DPA Delivery Assets	The assets to be delivered to the fund by Citi on the guarantee maturity date. The intended DPA Delivery Assets are units in the Aspect Wholesale Diversified Futures fund ARSN 141 696 728 (currently available through the Colonial First State FirstChoice Wholesale Investments PDS).
DPA Reference Assets	The assets that the DPA will use to determine its value. The DPA Reference Assets are the Aspect Managed Account and the Commonwealth Bank Security Deposit. The fund does not hold the DPA Reference Assets, they are held by Citi or a related entity.

1 Subject to the terms of the Commonwealth Bank Guarantee outlined in section 3.

2 These dates are indicative only. We reserve the right to vary the dates without prior notice. If this occurs, the dates listed in this table may be extended or brought forward as a consequence.

3 Applications are subject to fund capacity and the fund may close early or extend the offer close date. Refer to section 7 – Other information you need to know for more information.

4 Investment proceeds after the deduction of any contribution fees and the upfront DPA Arranger Fee, refer to section 4 – Fees and other costs.

This page summarises some important information about Colonial First State CapGT – Aspect Series 1.

Minimums

The minimum initial investment is (Applications must be in multiples of \$100)	\$5,000
The minimum withdrawal amount is	1,000 units

Fees¹

Section 4 outlines all fees that apply to the fund. Please read this information carefully before investing.

Contribution fee	
→ Up to 2% (nil or 1% as agreed with your financial adviser)	
Current management costs	
→ 1% (upfront, one-off)	
→ 1.50% ² pa (ongoing)	
Withdrawal fees	
Nil	

Commonwealth Bank Guarantee

The capital guarantee provides the fund, on the guarantee maturity date, with a minimum value per unit of \$1.00, subject to the terms and conditions outlined in section 3.

The fund may also receive the benefit of a rising guaranteed amount on the guarantee maturity date.

Investment timeframe and risk

You should consider all the risks and your investment timeframe and regularly review these with your financial adviser as this will depend on your needs, objectives and personal circumstances. Your investment timeframe can have a significant impact on the level of risk.

The fund will have investment exposure to futures and currency forward markets through the Aspect Diversified Programme. Investments in futures and forwards contracts involve the use of leverage and can be generally considered a high risk investment. Since inception, the Aspect Diversified Programme has exhibited similar levels of volatility and risk to those of traditional equity investments. An investment in the fund may not suit investors who are unfamiliar with investing in products that provide exposure to markets using financial arrangements such as Deferred Purchase Agreements. Section 2 of this PDS contains more detailed information on the risks that apply to the fund.

The fund has been designed for long-term investors. We suggest a minimum investment timeframe of seven years. However, the Commonwealth Bank Guarantee applies ten years after the investment date on the guarantee maturity date (4 November 2020).

Before and after the guarantee maturity date, the fund is not entitled to the Commonwealth Bank Guarantee³ and you can lose money. If you remain invested after the guarantee maturity date, your investment is subject to the risks of the DPA Delivery Assets.

On the guarantee maturity date, the fund aims to receive the benefit of the Commonwealth Bank Guarantee. However, there are risks that may affect the Bank and its ability to provide the fund with the benefit of the guarantee.

Objective

The objective of the fund is to generate significant long-term capital growth independent of overall movements in traditional stock and bond markets. On the guarantee maturity date, the fund also seeks to have a minimum value subject to a capital guarantee that may rise if a level of positive performance is achieved.

Investment exposure

From the investment date through to the guarantee maturity date, the fund intends to be invested in a DPA issued by Citi as outlined on page 3.

The effect of the DPA is to gain investment exposure to:

- the Aspect Managed Account, and
- the Commonwealth Bank Security Deposit.

Aspect will manage the Aspect Managed Account in accordance with the Aspect Diversified Programme.

Futures and forwards are used to establish the market exposure of the Aspect Managed Account. The face value of the combined long and short positions will frequently be greater than 100% of the DPA's net asset value, and as a result, the fund's exposure will more often than not be leveraged.

After the guarantee maturity date, the fund's exposure will be to the DPA Delivery Assets.

For more details on investment exposure, please refer to page 6.

Strategy

Aspect Diversified Programme

Aspect takes a quantitative and systematic approach to investment management. Aspect's trend-following systems trade in over 100 of the most liquid global futures and forward markets and employs a fully automated system to collect, process and analyse market data (including current and historical price data) as well as idiosyncratic non-price data in order to identify and exploit directional moves (or 'trends') in markets. Aspect has no market sector or directional preference and markets are selected on the basis of expected returns, allocation of risk limits, diversification and liquidity. By maintaining a comparatively small exposure to any individual contract, Aspect achieves sector and contract diversification, thereby allowing a wide range of opportunities to be exploited with the aim of maximising expected long-term risk adjusted returns. Aspect aims to minimise unintentional currency exposure.

Commonwealth Bank Security Deposit

An investment with the Bank which provides a competitive fixed rate of return. The Commonwealth Bank Security Deposit also supports the Bank's obligations under the Commonwealth Bank Guarantee outlined in section 3.

About Aspect

Background

Based in London, Aspect is one of the world's largest and most experienced managed futures managers, with US\$3.7 billion of funds under management (at 30 June 2010) and over 110 employees.

Aspect was founded in 1997 by Anthony Todd, Martin Lueck, Michael Adam and Eugene Lambert. Both Todd, as CEO, and Lueck, as Director of Research, are key members of Aspect's current management team. Prior to founding Aspect, Lueck and Adam were two of the three co-founders of AHL Limited, where they pioneered the application of systematic techniques to investment management.

Aspect continues to invest heavily in the research-driven evolution of its trading systems which are designed to maximise future returns across a wide range of liquid futures and currency forward markets through its Aspect Diversified Programme.

In December 2009, Colonial First State and Aspect formed a strategic alliance in the Australian market to develop retail funds that utilise Aspect's investment capabilities.

Managed futures

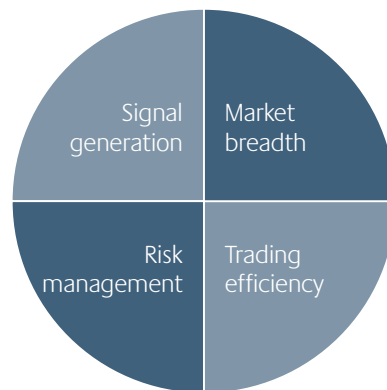
Managed futures is the name given to professionally managed investments which aim to generate profits from price movements in global futures and foreign currency forward markets. Futures and currency forwards are derivative contracts to buy or sell a particular asset on a specified future date at an agreed price. Trading in futures and currency forward markets requires only a small portion of the contract's face value to be deposited with the market participant. Therefore, they can deliver a high level of exposure to price movements without requiring the capital outlay of holding physical investments. Futures and currency forward markets offer traders the ability to buy or sell contracts which have potential to profit in both rising and falling markets across a number of different time periods. A managed futures manager will typically employ strategies across a number of different markets and time periods within a set of risk-based parameters to target strong returns with a controlled level of volatility.

Investment philosophy and process

Aspect aims to achieve high-quality and diversifying returns by using a highly-disciplined, scientific approach to investment. The investment philosophy underpinning the Aspect Diversified Programme is a belief that market prices are not random but rather they display persistent, statistically measurable and identifiable behaviour. Through sophisticated quantitative research and a disciplined approach, such opportunities can be successfully identified and exploited for profit.

Aspect conducts research into four key areas which are designed to:

- identify trend capture opportunities (signals)
- provide market breadth through 24-hour trading across 100+ global markets
- manage risk effectively through regular monitoring and stress testing
- efficiently implement signals into market trades.



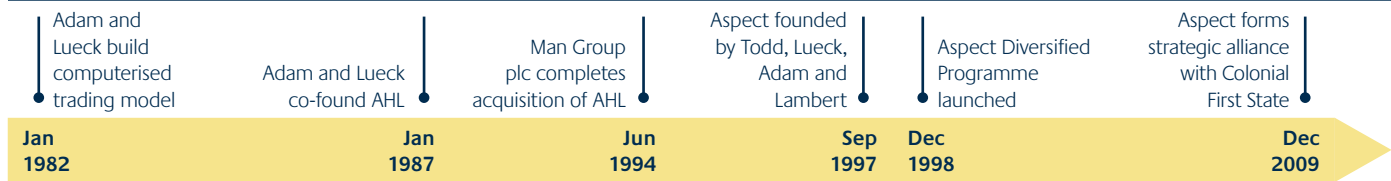
Rising and falling markets

A key benefit of Aspect's fully quantitative process is the ability to identify and capitalise on price trends – upwards and downwards – over a variety of timescales and range of markets. Therefore, positive performance contributions may come from strongly trending markets, rising or falling. If markets move sideways or a trend is reversed, Aspect's performance may be flat or negative while the change is detected and positions are adjusted or reduced to capitalise on the new trend direction.

Risk management

Aspect's investment process also seeks to optimise portfolio positioning to maximise return for a target level of risk. Put simply, the dynamic risk allocation process aims to reconfigure the portfolio whenever underlying market conditions, correlations and volatilities change, thereby ensuring portfolio risk targets are met. Risk is also managed by diversification across markets and asset classes, and the use of long and short positions. It is monitored using Value-at-Risk (VaR) measures and regular stress testing.

Key dates in the history of Aspect



1 All fees disclosed include the net effect of GST. We can change or waive fees at any time at our discretion. If the change is an increase in fees, we will give you 30 days prior written notice.
 2 As the fund has not been in existence for a full year, this is an estimated management cost. Refer to page 10 for further details.
 3 If Citi becomes insolvent before the guarantee maturity date, the fund can elect to receive the value of the Commonwealth Bank Security Deposit at that time or can elect to receive the guaranteed amount on the guarantee maturity date.

2 How the fund manages money

This section describes how the fund aims to achieve its objective and illustrates how the components deliver the investment strategy.

How is the fund structured?

Colonial First State CapGT – Aspect Series 1 is a managed investment fund.

A managed fund pools the money of many individual investors. This money is then professionally managed according to the investment objective of the fund. By investing in a managed fund and pooling your money with other investors, you can take advantage of investment opportunities that you may not be able to access as an individual investor. When you invest in the fund, your investment amount (less any contribution fees) is used to allocate a number of units based on a \$1.00 per unit price. Your units are used to represent the value of your investment which will change over time as the value of the assets in the fund rises or falls.

On the investment date, the fund will use the investment amount (less any contribution fees) to enter a DPA issued by Citi. The DPA will have investment exposure to two DPA reference assets.

Deferred Purchase Agreement (DPA)

What are the DPA Reference Assets?

→ Commonwealth Bank Security Deposit

Citi will use part of the investment proceeds¹ to invest in the Commonwealth Bank Security Deposit. This initial investment will secure a fixed rate of return until the guarantee maturity date and also supports the capital guarantee part of the Commonwealth Bank Guarantee. At the beginning of each financial year, a portion of positive performance from the Aspect Managed Account may be added to the Commonwealth Bank Security Deposit. This will support the rising guarantee feature of the Commonwealth Bank Guarantee.²

→ Aspect Managed Account

After the allocation to the Commonwealth Bank Security Deposit, the remaining investment proceeds¹ will be allocated to the Aspect Managed Account.

The Aspect Managed Account will aim to achieve a target exposure to the Aspect Diversified Programme equal to 100% of the net asset value of the DPA. A high level of investment exposure is possible because of the leverage available from trading in futures and forward contracts. The exposure may be lower than the target, due to:

- the initial allocation to the Commonwealth Bank Security Deposit
- periods of higher volatility
- significant negative performance.

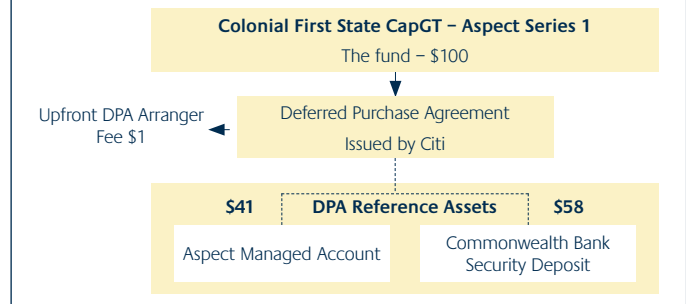
The aim of reducing the level of exposure is to protect the fund's ability to retain exposure to the Aspect Diversified Programme over the longer term.

What is the initial allocation to the DPA Reference Assets?

Generally, the lower prevailing market interest rates, the greater the allocation required to the Commonwealth Bank Security Deposit to support the Commonwealth Bank Guarantee. The exact amount allocated between the Commonwealth Bank Security Deposit and Aspect Managed Account will be affected by prevailing market interest rates on the investment date.

Example³ – based on \$100 (after contribution fees)

If the interest rate of the Commonwealth Bank Security Deposit on the investment date was 5.50%, the amount allocated to the Commonwealth Bank Security Deposit will be approx. \$58. An upfront fee of \$1 is deducted and the remaining \$41 is allocated to the Aspect Managed Account.



How is the fund's investment in the DPA valued?

The value of the DPA will reflect the current value of the DPA Reference Assets. The Aspect Managed Account will be valued at market value.

Two valuation methods may apply to the Commonwealth Bank Security Deposit component. Except for the purposes of withdrawals, the DPA value will reflect the Commonwealth Bank Security Deposit value on a principal plus accrued interest basis. For the purposes of any withdrawals, the Commonwealth Bank Security Deposit will be valued at market value. Prior to the guarantee maturity date, the market value will depend on prevailing market interest rates at the time of the withdrawal and it may differ (higher or lower) from the principal plus accrued interest valuation. As a consequence, the fund will use a 'withdrawal unit price' in processing any withdrawals and this may differ significantly from the unit price we display on statements and other reporting. Refer to page 22 for an example and more information on unit prices.

What happens on and after the guarantee maturity date?

On the guarantee maturity date, the fund will take receipt of the DPA Delivery Assets. The Commonwealth Bank Guarantee will ensure that the value of the DPA Delivery Assets, on delivery, will not be less than the guaranteed amount. If you have requested a withdrawal on the guarantee maturity date, this will include the benefit of any Commonwealth Bank Guarantee that may apply.

After the guarantee maturity date, the fund will hold DPA Delivery Assets and the Commonwealth Bank Guarantee will cease to apply. Features of the fund will be changed to align to that of the DPA Delivery Assets.

What are the DPA Delivery Assets?

The DPA Delivery Assets are intended to be units in the Aspect Wholesale Diversified Futures fund (available through FirstChoice Wholesale Investments) as it currently uses the Aspect Diversified Programme as its investment strategy. Should the intended DPA Delivery Assets be suspended, restricted or unavailable, the DPA Delivery Assets may be changed to another investment as agreed by Citi and us. We will inform you of any decision to change the DPA Delivery Assets.

However, there are some important differences, such as fees and distributions and to understand the intended DPA Delivery Assets, you should access more information through the current FirstChoice Wholesale Investments PDS available online at colonialfirststate.com.au.

Understanding investment risk is the key to successfully developing your investment strategy.

Overview of risks affecting your investment

The fund will invest in a single asset, the DPA issued by Citi, which in turn will have exposure to the Aspect Managed Account and the Commonwealth Bank Security Deposit (which supports the Commonwealth Bank Guarantee).

It is important that you understand the risks which can affect the Commonwealth Bank Guarantee, DPA and the exposures, which may mean you can lose money on your investment in the fund or your investment may not meet your objectives.

The main risks include:

- **Deferred Purchase Agreement** – legal and regulatory risks, counterparty risk, credit risk and early termination risk.
- **Aspect Managed Account** – management risk, reduced exposure risk, derivatives risk, leverage and short position risks, liquidity risk, currency risk and emerging markets risk.
- **Commonwealth Bank Security Deposit and Commonwealth Bank Guarantee** – legal and regulatory risks, counterparty risk, credit risk, withdrawal risk, early termination risk and inflation risk.
- **Other general risks associated with investing** – legal and regulatory risks, credit risk, liquidity risk, distribution risk, market and event risk, security and investment-specific risk.

These main risks are described in detail below.

Please note: This section outlines the main risks that apply to your investment in the fund up to and including the guarantee maturity date. Some of the risks will change after the guarantee maturity date, based on the intended DPA Delivery Assets. Refer to the FirstChoice Wholesale Investments PDS for further details.

Management risk

There is a risk that Aspect and the Aspect Managed Account will not perform to expectation.

In an extreme circumstance, Aspect or the Aspect Managed Account may be replaced or, if no suitable replacement can be found, the DPA and/or the fund may be terminated. In the event Aspect is replaced, your investment will be subject to the management risk of the replacement manager.

Reduced exposure risk

There is a risk that exposure to the Aspect Diversified Programme can be significantly lower than the target level of exposure.

For example, at times of excessive realised market volatility, positions in futures and forward markets may be reduced, resulting in a lower level of exposure than the target. Positions will be reinstated as volatility falls. Exposure may also be lower than the target if the performance of the Aspect Diversified Programme results in significant losses to the fund.

As a result, the performance of the fund may be significantly different (higher or lower) than the performance of the Aspect Diversified Programme.

In an extreme circumstance, it may be possible for the fund to have zero exposure to the Aspect Diversified Programme. If this occurs, the fund will only have investment exposure to the Commonwealth Bank Security Deposit for the period remaining until the guarantee maturity date.

Legal and regulatory risks

This is the risk that any change in taxation, corporate or other relevant laws, regulations, standards or rules (including their interpretation) may adversely affect your investment. This could result in the fund or DPA being terminated, the Commonwealth Bank Guarantee being reduced, significant changes to investment exposure or you may pay more tax than you anticipate.

More information about the expected taxation consequences of an investment in the fund are outlined in section 6 – Taxation. There is a risk that the Australian Taxation Office could take a different view as to the expected taxation implications.

Counterparty risk

This is the risk that a party to a transaction relevant to the fund (eg the DPA, the Commonwealth Bank Guarantee or futures and foreign currency forward contracts traded in the Aspect Managed Account) fails to meet its obligations relating to that transaction.

Investments in the fund are subject to two major counterparties:

- Citi or any other party acting as the DPA issuer

Citi has obligations to the fund under the DPA. A failure to meet its obligations can result in a significant reduction in the value of the fund. This could result in a total loss of the fund's allocation to the Aspect Managed Account for the period remaining until the guarantee maturity date.

- Commonwealth Bank of Australia

The Bank has obligations to deliver under the Commonwealth Bank Guarantee and in relation to the Commonwealth Bank Security Deposit. A failure to meet obligations can result in a significant reduction in the value of the fund. This could result in a total loss of the fund's allocation to the Commonwealth Bank Security Deposit and reduction or total loss of the Commonwealth Bank Guarantee.

1 Investment proceeds after the deduction of any contribution fees and the upfront DPA Arranger Fee, refer to section 4 – Fees and other costs.

2 Refer to section 3 for more information and conditions applying to the Commonwealth Bank Guarantee.

3 This example has been included for illustrative purposes only.

Credit risk

Credit risk refers to the risk that a party to a transaction fails to meet its payment obligations, such as defaulting under a DPA, guarantee agreement or a derivative contract. This creates an exposure to the financial condition and creditworthiness of that party. The fund is exposed to the creditworthiness of Citigroup Inc (US) (as parent entity and guarantor of Citi's obligations to the fund) or Citigroup Global Markets Australia Pty Limited or any other DPA issuer, the Commonwealth Bank of Australia and other counterparties to the Aspect Managed Account.

Financial condition of major counterparties

You can access the latest information about the financial condition of Citigroup Inc (US) and the Bank at the websites listed below or by contacting us.

Commonwealth Bank of Australia – commbank.com.au/about-us/shareholders

Citigroup Inc – citigroup.com/citi/fin

Withdrawal risk

If you withdraw from the fund prior to the guarantee maturity date, you will not receive the benefit of the Commonwealth Bank Guarantee. The amount you receive upon withdrawal may be significantly less than the guaranteed amount per unit, the amount you initially invested or the reported net asset value. Refer to page 22 for an example and details of the withdrawal unit price.

Early termination risk

We have the right to terminate the fund at any time. If we terminate the fund prior to the guarantee maturity date, you will receive the market value of your investment. The fund will not receive the benefit of the Commonwealth Bank Guarantee and the value you receive may be less than the amount you would have received on the guarantee maturity date.

Inflation risk

Due to the effects of inflation, the amount of the capital guarantee at the guarantee maturity date is likely to be lower in real terms (that is, adjusted for inflation) than the initial investment.

Derivatives risk

Derivatives are contracts between two parties that usually derive their value from the price of a physical asset or market index. As a financial instrument, derivatives are valued regularly and movements in the value of the underlying asset or index should be reflected in the value of the derivative.

They can be used to manage certain risks in investment portfolios. However, they can also increase other risks in a portfolio or expose a portfolio to additional risks. Risks include the possibility that the derivative position is difficult or costly to reverse; or that the parties do not perform their obligations under the contract.

The fund will have significant investment exposure to derivatives such as futures and forward currency contracts. Aspect uses derivatives to achieve a desired investment position without buying or selling the underlying asset.

Leverage and short position risks

The Aspect Managed Account uses futures and forward contracts to establish the level of investment exposure. The face value of the combined long and short positions in these derivatives will frequently be greater than 100% of the net asset value of the DPA and, as a result, the fund's exposure will often be leveraged.

A short position is a net position in an instrument that profits from a decrease in the value of an underlying asset. The short positions in the fund can greatly increase the risk of loss, as losses on a short position are not limited to the purchase value. Shorting strategies may compound investment losses as it is possible for the fund's long positions and short positions to both lose money at the same time.

Liquidity risk

Liquidity risk refers to the difficulty in selling an asset for cash quickly without an adverse impact on the price received. Assets such as futures and forwards are generally considered liquid while 'real' assets such as direct property and infrastructure are generally considered illiquid. Under abnormal or difficult market conditions, some normally liquid assets may become illiquid. This may restrict the ability to sell the assets and to make withdrawal payments for investors without a potentially significant delay.

Currency risk

Through the Aspect Managed Account, the fund has investment exposure to global markets or securities which are denominated in foreign currencies. This means that the value of your investment will vary depending on changes in the exchange rate. Aspect aims to minimise the impact of unintentional currency exposure.

Distribution risk

Prior to the guarantee maturity date, the fund is unlikely to pay regular distributions. In general, there is a risk that the frequency or rate of distribution payments will not be as expected or you may not receive a distribution from the fund.

Market and event risk

Investment returns are influenced by the performance of the market as a whole. This means that your investments can be affected by things like changes in interest rates, investor sentiment and global events, such as a natural disaster or industrial event, depending on which markets the fund has exposure to.

Emerging markets risk

The Aspect Managed Account may have investment exposure to futures and forwards traded in emerging market countries. Emerging markets may not be subject to the same level of government supervision and regulation of exchanges as countries with more advanced securities markets, which may increase risk such as counterparty risk. Therefore, they may not afford the same level of investor protection as would apply in more developed jurisdictions.

There are also risks that, while existing in all countries, may be increased in emerging markets, due to the legal, political, business or social frameworks being less developed or less stable. This may adversely impact your investments and could affect the ability to sell or complete the sale of assets.

Security and investment-specific risk

Within each asset class, individual securities can be affected by risks that are specific to that investment or that security. The fund will have exposure to, and will be impacted by, a reduction in the value of individual securities.

The fund is subject to all of these risks. You should consult your adviser before making a decision to invest.

The Commonwealth Bank Guarantee provides the fund with a capital guaranteed unit value on the guarantee maturity date.

Summary of the guarantee

The Commonwealth Bank Guarantee is subject to a number of terms and conditions which are outlined in this section.

The guarantee applies to the value of the DPA Delivery Assets on the guarantee maturity date and therefore to the value of withdrawals on this date¹. It does not apply any time before or after the guarantee maturity date.

Capital guarantee

The capital guarantee provides the fund, on the guarantee maturity date, with a minimum value of DPA Delivery Assets equal to \$1.00 per unit.

Rising guarantee

The fund may also receive the benefit of a rising guaranteed amount on the guarantee maturity date which will enable the minimum guaranteed value per unit to increase. The rising guarantee feature will be activated following the end of a financial year if the net asset value of the Aspect Managed Account is at least 50% of the DPA's net asset value at the end of that financial year.

Once activated, a portion of the dollar value of new positive performance in the Aspect Managed Account for the relevant financial year (less any carried forward negative performance) will be locked-in to support a higher guaranteed amount. The amount locked-in (when paid into the Commonwealth Bank Security Deposit) will be sufficient to enable the guarantee amount to increase by 50% of the net new positive performance (in excess of any previous negative performance).

Please refer to the example on this page for details of how the rising guarantee could work.²

More information and conditions affecting the Commonwealth Bank Guarantee

The Commonwealth Bank Guarantee is a contractual obligation of the Commonwealth Bank of Australia under a deed poll for the benefit of the fund on the guarantee maturity date.

If Citi becomes insolvent before the guarantee maturity date, the fund can elect to receive the value of the Commonwealth Bank Security Deposit at that time or can elect to receive the guaranteed amount on the guarantee maturity date.

The Commonwealth Bank Guarantee can be affected by changes in taxes or laws prior to the guarantee maturity date. If there is a reduction in the Commonwealth Bank Security Deposit or any other accounts relevant to the fund as a result of taxes or a change in law, the guaranteed amount under the Commonwealth Bank Guarantee may be reduced or the guarantee may cease early. As of the date of this PDS, we are not aware of any changes to taxation or other law which would result in any reduction of the guaranteed amount. The Commonwealth Bank Guarantee would not be affected by the insolvency of the DPA issuer.

If the DPA Delivery Assets are restricted or unavailable and substitute DPA Delivery Assets cannot be agreed, the guarantee may terminate early.

The benefit of the guarantee applies only on units in the fund held on the guarantee maturity date. It does not apply before or after the guarantee maturity date and does not apply to any units withdrawn prior to the guarantee maturity date. Refer to page 7 for the risks associated with the Commonwealth Bank Guarantee.

No amendments to the terms of the guarantee can diminish the fund's rights under the guarantee.

Example: Rising guarantee²

On the investment date:

- The fund commences with a guarantee equal to \$1.00 per unit on the guarantee maturity date.
- The Aspect Managed Account represents 41% of the net asset value (NAV) of the DPA (this is based on 5.50% interest rate at the initial allocation).

From/ to end of financial year	Assumed Aspect Managed Account trading profit ²	Impact on the guarantee per unit
Investment date to 2014	Accumulated total trading profits of \$0.32 per unit	Remains at \$1.00 The Aspect Managed Account now represents 49% of the NAV of the DPA.
2014–2015	+ \$0.10 per unit	Rises by \$0.05 to \$1.05 per unit The Aspect Managed Account now represents 52% of the NAV of the DPA. The rising guarantee is activated and the amount of the guarantee rises by 50% of new trading profits.
2015–2016	- \$0.20 per unit	Remains at \$1.05 per unit No trading profits have been made, the losses are carried forward and the Aspect Managed Account has fallen to 44% of the NAV of the DPA.
2016–2017	+ \$0.20 per unit	Remains at \$1.05 per unit Trading profits have only recovered the prior year's losses. Any prior losses must be recovered before new positive performance can allow the guarantee to rise.
2017–2018	+ \$0.10 per unit	Rises by \$0.05 to \$1.10 per unit The Aspect Managed Account represents 52% of the NAV of the DPA. The rising guarantee is activated and the amount of the guarantee rises by 50% of new trading profits.

¹ The value of any withdrawals does not include any transaction costs that may apply to the DPA Delivery Assets. No transaction costs currently apply on the intended DPA Delivery Assets.

² This example and any assumptions or figures are purely hypothetical (non-actual) and have been included for illustrative purposes only.

4 Fees and other costs

Consumer advisory warning

Did you know?

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns.

For example, total annual fees and costs of 2% of your fund balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for example, reduce it from \$100,000 to \$80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the fund or your financial adviser.

To find out more

If you would like to find out more, or see the impact of the fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) website (www.fido.asic.gov.au) has a managed investment fee calculator to help you check out different fee options.

This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the fund assets as a whole.

Taxes are set out in section 6 of this document.

You should read all the information about fees and costs because it is important to understand their impact on your investment.

Please note: Unless otherwise stated, the fees and costs outlined in this section relate to the fund before the guarantee maturity date. Refer to page 12 for further details of fees applying after the guarantee maturity date.

Type of fee or cost	Amount	How and when paid
Fees when your money moves in and out of the fund		
Establishment Fee		
The fee to open your investment.	N/A	N/A
Contribution Fee		
The fee on each amount contributed to your investment.	Up to 2%	The contribution fee you pay is negotiated with your adviser up to the maximum (1% or nil may be agreed with your financial adviser). Where you do not use an adviser, the maximum fee applies. We will deduct the applicable contribution fee from your investment amount.
Withdrawal Fee		
The fee on each amount you take out of your investment.	Nil ¹	N/A
Termination Fee		
The fee charged to close your investment.	N/A	N/A
Management Costs¹		
The fees and costs for managing your investment.	1% (upfront, one-off)	This management cost reflects the <i>upfront</i> DPA Arranger Fee. It is calculated and deducted on the net asset value of the DPA on the investment date.
Management costs are reflected in the unit price.	1.50% pa (ongoing)	This management cost reflects the <i>ongoing</i> DPA Arranger Fee, calculated and deducted monthly on the net asset value of the DPA. You may be entitled to adviser trail commission rebates which may reduce the fees and costs of your investment. Refer to page 12 for further details.
Service fees		
Investment Switching Fee		
	N/A	N/A

All figures disclosed in section 4 include the net effect of GST unless otherwise specified.

¹ Fees are inclusive of the net effect of GST. As the fund has not been in existence for more than 12 months, this is an estimated management cost. This includes an amount which is payable to your adviser. Refer to 'What is paid to your adviser?' on page 12.

Additional explanation of fees and costs

Management costs

Management costs are deducted from the performance or assets of the fund (ie they are not charged directly to your account). They do not include contribution fees, transaction costs or additional service fees. The management costs for the fund are an estimate and based on the fund's net asset value. Management costs are expressed as a percentage of the net asset value of the DPA as outlined in the table on page 10.

Increases or alterations to fees

The Constitution of the fund provides for the following maximum fees:

- a maximum management fee of 3.075% pa (based on the net asset value of the fund)
- a maximum withdrawal fee of 2.00%.

Please note: The maximums are provided for information and are not the current fees charged. The current fees are shown on page 10 and 'Other costs' on this page.

We may vary the fees above at any time at our absolute discretion, without your consent, within the limits prescribed in the fund's Constitution. If the variation is an increase in a fee we will give you 30 days advance written notice.

Example of annual fees and costs

This table gives an example of how annual fees and costs in the fund can affect your investment over a one-year period. You should use this table to compare this product with other managed investment products.

Example		
Colonial First State CapGT – Aspect Series 1		Balance of \$50,000 during year
Contribution fees	N/A	N/A
Plus		
Management costs	1.50% pa	And , for every \$50,000 you have in the fund, you will be charged \$750 each year.
Equals		
Cost of fund		If you had an investment of \$50,000 at the beginning of the year, you will be charged fees of: \$750 What it costs you will depend on the fees you negotiate with your fund or financial adviser.

These figures are inclusive of the net effect of GST.

Please note that this is just an example. Contribution and upfront DPA Arranger Fees are deducted in advance and are not an annual fee. In practice, the actual investment balance of an investor will vary and the actual fees and expenses we charge are based on the value of the fund, which also fluctuates. Transaction costs and other costs may apply.

Other costs

The costs outlined in this section are not deducted directly from the fund, but they are an additional cost to you. These costs are deducted monthly.

DPA costs²

Type of cost	Amount
DPA Issuer Margin (payable to Citi)	0.35% pa on the net asset value of the DPA
DPA Investment Manager Fee (payable to Aspect)	1% pa on the investment exposure to the Aspect Diversified Programme
DPA Investment Manager Performance Fee (payable to Aspect)	20% of the dollar value of positive performance generated on the Aspect Managed Account only (less any carried forward negative performance)

Commonwealth Bank Guarantee costs

A guarantee fee of 0.20% pa, calculated on the Commonwealth Bank Security Deposit, is retained by the Bank for the Commonwealth Bank Guarantee.

Transaction costs

Transaction costs are incurred through the trading and clearing of futures and forwards contracts on the Aspect Managed Account.

Borrowing costs

Where short-term settlement borrowing or borrowing for underlying funds occurs, borrowing costs such as interest on borrowings, legal fees and other related costs are payable by the fund.

Abnormal costs

Abnormal costs (such as costs of unitholder meetings, recovery and realisation of assets, changes to the Constitution and defending or pursuing legal proceedings) are paid out of the fund. These costs are incurred fairly infrequently.

Other operating expenses

The Constitution for the fund allows for the ongoing operating expenses (such as registry, audit, taxation advice and offer documents) to be paid directly from the fund. Until further notice, Colonial First State will pay such amounts from our management fees, except where the expense relates to custody, audit or a particular transaction. The Constitution does not place any limit on the amount of the ongoing operating expenses that can be paid from the fund.

² DPA Arranger Fees payable to us are shown in the table on page 10 as a management cost.

What is paid to your adviser?

The adviser recommending the investment product may receive payment ('remuneration') for the sale.

Your adviser's remuneration may include:

- a contribution fee. Please refer to page 10 in the fees and costs table for further information
- an adviser trail included in the management costs. Please refer to the table below and page 10 in the fees and costs table for further information.

The maximum adviser remuneration is as follows:

Adviser remuneration	Amount ¹
Adviser upfront commission	Up to 2.15%
Adviser trail commission	Up to 0.50% pa

Please note: The above adviser trail commission applies only until the guarantee maturity date. The intended DPA Delivery Assets do not pay any adviser trail commission.

You may be able to negotiate a lower contribution fee or a rebate of trail commissions with your adviser. Please refer to 'Adviser trail commission rebates' for further details.

Dealer groups, IDPS operators and other licensees may receive remuneration from us for offering the fund on their investment menus or for the provision of services. This remuneration will generally be in the form of a Fund Manager Payment and may be up to 0.25% pa of funds invested. These amounts may be rebated or retained by the dealer group, IDPS operator or licensee. If these amounts are paid, they are paid by us and are not an extra amount paid from the fund nor are they a further amount you pay. Any payments will be made in compliance with the Financial Services Council Industry Code of Practice on Alternative Forms of Remuneration (Code). We keep a register of certain payments as required by the Code.

Please contact us if you would like to view this register. Details of the adviser's remuneration will be in the Financial Services Guide and Statement of Advice which your adviser must give you.

Adviser trail commission rebates

You may be able to negotiate a rebate of the adviser trail commissions with your adviser. An adviser trail commission rebate will reduce the total fees and costs that apply to your investment.

Your adviser may change the level of your adviser trail rebate at any time up to the maximum adviser trail. We will inform you of any changes to the calculation of your adviser trail rebate. Please contact your adviser directly for details regarding negotiation of an adviser trail commission rebate.

Adviser trail commission rebates will be credited to your nominated bank account annually, generally in June. The commission rebate amount is calculated monthly using your account balance and rebate rate that applied on the last day of the month. We will reflect the accrued commission rebate monthly on your account, you will not earn interest on the rebate amount during this accrual period.

If you close your account, your redemption will only include a rebate calculated to the end of the month prior to the redemption. If you do not have an adviser or unless your adviser agrees otherwise, the full management cost will apply, including the adviser trail amount shown under the heading 'What is paid to your adviser?'

Tax implications

Adviser trail commission rebates are calculated and paid before income tax. You may be assessable for income tax on the rebate amount so you should ensure that this amount is included in your annual tax return. You should speak to your financial adviser or accountant for more information.

Negotiation of fees

We may issue units to certain investors such as sophisticated, professional, wholesale investors or Bank employees with reduced contribution fees and/or management costs. Such arrangements would be subject to individual negotiation, compliance with legal requirements and any applicable ASIC class orders.

Fees applying after the guarantee maturity date

All fees relating to the DPA will cease to apply from the guarantee maturity date. The DPA Delivery Assets are intended to be units in the Aspect Wholesale Diversified Futures fund (available through FirstChoice Wholesale Investments). Prior to the guarantee maturity date, we will provide you with confirmation of the DPA Delivery Assets and information about the fees and operation of this asset.

After the guarantee maturity date, the fees of the fund will be adjusted to ensure they are consistent with the DPA Delivery Assets.

Fees that apply to the Aspect Wholesale Diversified Futures fund at the date of this PDS are provided in the table below. Fees may change and you can obtain a copy of the latest FirstChoice Wholesale Investments PDS at colonialfirststate.com.au or by contacting us on 13 13 36.

Type of fee or cost	Amount
Contribution Fee	Nil
Management Cost	1.73% pa
Performance Fee	20% of the dollar value of positive performance (less any carried forward negative performance) generated on the futures and forwards trading accounts.
Transaction costs (Buy/Sell spread)	Nil

¹ Inclusive of GST.

Establishing and transacting on your account

Please note: Information in this section relates to the operation of the fund prior to the guarantee maturity date only. Upon receiving the DPA Delivery Assets, the operation of transacting and unit pricing will change. We will provide you with confirmation of the DPA Delivery Assets and information about transactions and unit pricing prior to the guarantee maturity date.

How do you...	Information you need to know	Things to be aware of
Set up an account?	<p>A minimum application amount of \$5,000 applies. ` must be in multiples of \$100.</p> <p>Funds will be debited from your nominated account on the day we process your completed request.</p> <p>You may not invest in the fund if you are a 'US Person' as defined by the US Securities Act 1933 as adopted by the US Securities and Exchange Commission (generally if you live or receive mail in the USA) at the time of your initial application. You must notify us if your status changes. Please refer to the declaration on page 32 when completing the application form.</p> <p>Applications must be received prior to 3pm (Sydney time) on the offer close date².</p> <p>Applications are subject to a fund capacity amount and the fund may close early or extend the offer close date.</p>	<p>Complete the application form on page 29 of this document and send to us.</p> <p>We will require information to establish your identity. In certain circumstances, your application may be delayed or we may be unable to process your application to set up an account (see page 23 regarding anti-money laundering laws for further information).</p>
Make a withdrawal?	<p>Prior to the guarantee maturity date, withdrawals must be requested in terms of whole units and a minimum of 1,000 units applies.</p> <p>Withdrawal requests received prior to 3pm on the business day prior to the 16th of the month will receive a valuation as at the last calendar day of the month, except in the month prior to the guarantee maturity date (October 2020), where valuation will be on the guarantee maturity date. Payments will be processed with a transaction date of the first calendar day of the following month or the guarantee maturity date and generally paid within 14 days.</p> <p>Withdrawals can be paid to a previously nominated bank account or by cheque.</p> <p>In extraordinary circumstances, withdrawals could be suspended or restricted, see page 21 for further details.</p>	<p>You must have previously supplied (through an original written request) your Australian financial institution account details to us for payments made directly to your account.</p> <p>Please provide us with a written request or a completed withdrawal form from our website or call us on 13 13 36.</p> <p>When you withdraw from the fund prior to the guarantee maturity date, your withdrawal proceeds will be calculated using the withdrawal unit price. This unit price may differ significantly from the net asset value-based unit price, refer to page 22 for more information.</p>
Cancel a request?	<p>Please provide us with a written request on or before the investment date by the cut-off times shown above.</p>	<p>Please note that a written request may be required subsequent to your telephone advice.</p>
Change your personal details?	<p>Please contact us and advise your change.</p>	<p>Certain types of changes may require a written request, accompanied by certified documentation.</p>
Appoint an adviser to transact online on your behalf?	<p>By appointing an adviser to transact on your behalf you are giving that adviser, and any person acting on behalf of that adviser, authority to transact on your account(s) online.</p>	<p>You can choose multiple accounts on which your adviser can transact.</p> <p>Please complete the Adviser Online Transaction Authority on page 39 to allow your adviser to transact on your account(s) online.</p> <p>In certain circumstances, we may need to establish the identity of the adviser before they can transact on your account(s) online (see page 23 regarding anti-money laundering laws for further information).</p>

² A completed request which includes a correctly completed form, together with any material we may ask for to establish your identity.

Accessing information on your account

Up-to-date information on your investment is easily accessible

After you invest, we will ensure that you are kept informed about your investment by sending you the following information. For each type of communication, you can elect on the application form whether to receive it by email or mail¹.

When you invest or withdraw

A confirmation for each investment or withdrawal.

Half-yearly

A statement showing your transactions and the value of your investment.

Yearly

If the fund pays a distribution (other than as part of a withdrawal), a tax statement containing a summary of your distributions and tax components for the year ended 30 June, to assist you in preparing your tax return.

Periodically

Educational material may be sent from time to time which provides you with information on general investing, superannuation and our products. You can elect not to receive this material by writing to us.

Annual financial report

An annual financial report detailing the financial position and performance of the fund over the last financial year will be made available on our website, colonialfirststate.com.au/annual-reports, by 30 September each year. If you would prefer to have a copy emailed or mailed to you free of charge, please contact us.

Where can you obtain the latest information about the fund?

It is important that you keep up-to-date with the latest information on the fund. Information that is not materially adverse is updated from time to time. This includes information on the fund, its performance and historical unit prices.

To obtain this information, you can:

- visit our internet site at colonialfirststate.com.au
- phone Investor Services on 13 13 36 for the cost of a local call within Australia.

A paper copy of the most recent information will be sent to you free of charge on request.

How do you access information on your investment?

To find out current information and/or manage your investment, you can:

→ Use FirstNet² to access your investment easily – online at colonialfirststate.com.au

An Online Identity Number (OIN) and Personal Identification Number (PIN) for access to FirstNet will be sent to you shortly after your investment is received (you can elect not to receive this on the application form).

FirstNet Investor is our secure internet service which provides you with personalised information about your investments, as well as the ability to make changes to your account.

With FirstNet Investor, you can:




- access your account balance and transaction history
- update some of your personal details
- change your PIN
- view tax and distribution information (if applicable).

If you are an existing Colonial First State investor and hold an existing OIN, your new Colonial First State CapGT account will appear automatically when you log into FirstNet Investor.

Call Investor Services and request a copy of 'Access your account anytime – 24/7'.

→ Call Investor Services on 13 13 36

You can speak to an Investor Services representative Monday to Friday, 8am to 7pm (Sydney time).

	 FirstNet ²	 Investor Services	 Email
General enquiries			
Product information	✓	✓	✓
Performance figures	✓	✓	✓
Unit prices	✓	✓	✓
Annual financial reports	✓	✓	✓
Account enquiries			
Portfolio information	✓	✓	✓
Details of account facilities	✓	✓	✓
Transaction history (including recent transactions and statements)	✓	✓	✓
	colonialfirststate.com.au	13 13 36	contactus@colonialfirststate.com.au

¹ From time to time we may still need to send you letters in the post.

² You will need to be registered and log in using your OIN and PIN.

Receiving income

Distributions prior to the guarantee maturity date

It is not anticipated that distributions will occur every year. Under the terms of the DPA, significant positive performance on the DPA is required before it will pay the fund income.

If the fund distributes income (other than through a withdrawal detailed below), the distribution is based on the number of units held at the distribution date. Distributions are not pro-rated when unit balances change over periods of time. Your distribution may include income such as interest and realised capital gains. Refer to section 6 – Taxation for more information about the tax implications of distributions. However, you should consider seeking independent taxation advice regarding the taxation implications for your particular facts and circumstances.

Any distribution will be calculated in June and normally payable within 14 days of the calculation date.

In some circumstances, we may vary the distribution timing and frequency without notice to investors. We will credit payment to your nominated Australian financial institution account or we may pay you a cheque.

Withdrawals prior to the guarantee maturity date

If you make a withdrawal prior to the guarantee maturity date, any portion of the unit price you receive above \$1.00 represents a distribution. This means the equivalent portion of your withdrawal proceeds is a distribution of realised capital gain and should be included on your tax return. Refer to section 6 – Taxation for more information about the tax implications of withdrawals.

Distributions after the guarantee maturity date

From the guarantee maturity date, income distributions will change to match the income type and distribution frequency of the DPA Delivery Assets. The intended DPA Delivery Assets are Aspect Wholesale Diversified Futures fund (available through FirstChoice Wholesale Investments) units³.

Non-residents

Non-residents may be subject to withholding tax on distributions. The exact amount cannot be determined in advance because it varies depending upon the type of income. Generally, non-residents will not be subject to Australian tax on capital gains arising at redemption. However, non-residents seeking to invest should obtain tax advice on their specific circumstances.

³ We will provide you with confirmation of the DPA Delivery Assets and current information about distributions prior to the guarantee maturity date. The intended DPA Delivery Assets currently distribute income on a half-yearly basis.

Colonial First State Investments Limited
Level 29
52 Martin Place
SYDNEY NSW 2000

20 September 2010

Dear Directors,

**Colonial First State CapGT – Aspect Series 1
Australian taxation consequences**

We have been instructed by Colonial First State Investments Limited (“**CFS**”), as responsible entity for the Colonial First State Structured Investment Fund 1 (the “**Fund**”), to prepare a taxation report for inclusion in a Product Disclosure Statement (“**PDS**”) to be dated on or about 20 September 2010 in relation to the issue of units (“**Units**”) in the Fund.

1 Scope of Report

This letter provides a summary of the principal Australian income tax and goods and services tax (“**GST**”) implications arising from the acquisition, holding and disposal of Units in the Fund by an Australian tax resident unitholder (“**Unitholder**”).

This letter only examines the indicative tax position of Unitholders who:

- are individuals, companies or complying superannuation entities; and
- hold their Units on capital account (ie, not on revenue account or as trading stock) for tax purposes. Whether Units are held on capital account or revenue account will depend on the Unitholder’s individual circumstances. For example, Unitholders who acquire Units for the purpose of holding the Units for long term investment will generally hold the Units on capital account. In contrast, Unitholders who acquire Units in the ordinary course of their business or, for the purpose of disposing of them at a profit, will generally hold them on revenue account.

The information contained in this opinion is of a general nature only and does not attempt to address all of the tax implications that may be relevant for individual Unitholders. The precise tax consequences for Unitholders will depend on their own facts. Prospective investors should not rely on the information contained in this opinion and should seek independent taxation advice in light of their own particular facts and circumstances.

All legislative references in this letter are references to provisions of the *Income Tax Assessment Act 1936* and to the provisions of the *Income Tax Assessment Act 1997* (each the “**Act**”). Capitalised terms not elsewhere defined in this letter have the same meaning as in the PDS.

The representatives of Greenwoods & Freehills Pty Limited involved in preparing this opinion are not licensed to provide financial product advice in relation to dealing in securities. Accordingly, Greenwoods & Freehills Pty Limited does not seek to recommend, promote or otherwise encourage any party to acquire Units in the Fund.

Applicants should consider seeking advice from a suitably qualified Australian Financial Services Licence holder before making any investment decision. Applicants should also note that taxation is only one of the matters that may need to be considered.

Our opinion is based on the Australian income tax and GST laws applicable as at the date of this letter. Applicants should note that tax law and practice may change during the term of any investment, including the holding of Units in the Fund.

Potential investors should be aware that the Board of Taxation has conducted a review of the taxation regime applying to managed investment trusts such as the Fund. The Federal Government has released its response to that review and a number of changes have been proposed. It is not expected that these changes, as proposed, should negatively impact Unitholders when compared with the current law. However, it is recommended that potential investors monitor the development of these proposed changes.

Greenwoods & Freehills Pty Limited has given its consent to the inclusion of this letter in the PDS.

Greenwoods & Freehills Pty Limited ABN 60 003 146 852

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Liability limited by a scheme approved under Professional Standards Legislation

2 Tax position of the Fund

On the basis of the Fund's investment activities as set out in the PDS, the Fund should be subject to the ordinary "flow-through" trust taxing provisions of the Act. In certain circumstances, the Act treats a trust in the same manner as a company, where the trust falls within the definition of a "public trading trust". Given the intended activities of the Fund, the Fund should not constitute such a trust.

Where Unitholders are presently entitled each year to all of the distributable income of the Fund, and CFS distributes all such income to Unitholders, neither the Fund nor CFS in its capacity as responsible entity of the Fund should be subject to tax.

3 Fund income and distributions

3.1 General

Broadly, Unitholders will be required to include their proportionate share of the net income for tax purposes of the Fund in their assessable income. See further section 5.2 below in relation to assessable income that may arise to Unitholders upon redemption of their Units.

The Fund's net income for tax purposes would, for example, include any:

- coupons received from the deferred purchase agreement ("DPA");
- gains upon realisation of assets to fund a redemption of Units;
- gain arising upon delivery of the Delivery Assets;
- distributions received as a result of holding the Delivery Assets; and
- gain arising upon a subsequent disposal of Delivery Assets.

A distribution that is actually received by a Unitholder after 30 June, but that nonetheless relates to income of the Fund derived during the year ended 30 June, will not be included in the Unitholder's assessable income for the tax year in which the distribution is received. Rather, the Unitholder will be assessable in the same tax year in which the Fund derived the income.

In the event that the distributable income of the Fund exceeds its net income for tax purposes, the amount of the excess that is distributed to a Unitholder (commonly referred to as "tax deferred income") will generally not be assessable to the Unitholder. However, any such distribution will reduce the Unitholder's capital gains tax ("CGT") cost base in its Units (refer section 5.1 below). This effectively defers tax on those distributions until the Units are redeemed or sold. If the total "tax deferred income" received by a Unitholder exceeds the cost base of its Units, the excess will be taxed as a capital gain. Certain Unitholders may be eligible for the discount capital gain concession in respect of such capital gains if they have held their Units for at least 12 months (refer section 5.2 below).

The precise rate of tax applicable to a Unitholder's proportionate share of the Fund's net income will depend upon their particular tax profile.

3.2 Capital gains: deferred purchase agreements

For the reasons given below, gains arising in respect of the DPA are expected to be capital gains (rather than revenue gains) and so potentially eligible for the discount capital gain concession. There are two alternative bases for this expectation.

First, it is expected that the Fund will be a "managed investment trust" for tax purposes. Gains and losses of managed investment trusts from certain specified assets are automatically on capital account for tax purposes if a particular election is validly made. Those specified assets include units in a unit trust (such as the Delivery Assets) and rights to acquire such units (on one view, this would include the right under a DPA). CFS has advised that the Fund will make the election.

However, in light of views previously expressed by the ATO in a different context, there may be some residual uncertainty as to whether a DPA is a specified asset for the purposes of this election. If it is not, the tax treatment of gains and losses from the DPA will be determined having regard to the general law. In this regard, in Taxation Determination TD 2008/21, the Commissioner of Taxation ("**Commissioner**") has reached the view that any gain (other than coupon amounts) or loss on a typical DPA would generally be on capital account, and thus subject to the CGT rules in the Act. However, a gain or a loss will be on revenue account and assessable as ordinary income, or allowed as an ordinary deduction, where, relevantly, the transaction is entered into as an ordinary incident of carrying on a business or in a business operation or commercial transaction with a purpose of profit-making.

We understand that the Delivery Assets will not be acquired with the purpose of resale and may in fact be held indefinitely in the Fund.

Accordingly, given our understanding of the proposed operation of the Fund, the Fund's assets (ie, its rights under the DPA and any Delivery Assets acquired under the DPA) should be regarded as assets subject only to the CGT regime even if elective capital treatment (described above) does not apply to them.

In TD 2008/22, the Commissioner has reached the view that a “CGT event” (known as CGT event C2) will happen when the Delivery Assets are delivered, even if the Fund continues to hold the Delivery Assets. The Commissioner has reached the view that in the case of typical deferred purchase agreements, CGT will apply to the (unrealised) gain or loss at the time of the delivery of the relevant delivery assets, on the basis that the investor’s contractual rights under the DPA are separate and distinct assets to the actual delivery assets.

As a practical matter, where the Fund continues to hold the Delivery Assets, Unitholders will need to fund from other sources the tax liability associated with their share of the net income of the Fund arising from any such capital gain – given that the Fund will not be expected to have a corresponding amount of cash to be able to distribute to Unitholders.

If a capital gain arises in respect of a CGT asset that the Fund has held for more than 12 months, the capital gain should be a “discount capital gain”. As a result, the discount capital gain concession should flow-through to Unitholders who are eligible for such relief.

For example, where a Unitholder is an individual, the Unitholder is required to gross-up (ie, double) any discount capital gain advised to the Unitholder by the Fund for the tax year in which the capital gain arises. Where the Unitholder has capital losses (from other transactions) in that year, or capital losses carried forward from earlier years, such losses will be applied against the Unitholder’s grossed-up capital gains including any gains arising from the investment in the Fund. The Unitholder may then reduce any remaining capital gain by the 50% discount under the discount capital gain rules.

Where a Unitholder is a complying superannuation entity, a similar process to that outlined above will apply, except that the reduction under the discount capital gain rules is 33.33%.

Unitholders that are trustees should seek specific tax advice regarding the tax consequences arising to their beneficiaries in these circumstances.

Under the approach in TD 2008/22, the Delivery Assets themselves would need to be held for at least 12 months in order for the Fund to benefit from the discount capital gain concession as regards any capital gain upon any subsequent disposal. That is, the 12 months holding period will run from the time of delivery of the Delivery Assets.

The discount capital gain concession is not available to Unitholders that are companies.

4 Treatment of any Fund losses

Where the Fund has a net tax loss for a particular income year (the loss year), the Fund will not be able to distribute that tax loss to Unitholders. As such, that tax loss cannot be used to offset other assessable income of Unitholders. However, the Fund may be able to carry forward a tax loss to use in a future income year to offset against its assessable income. The Fund’s ability to carry forward tax losses (other than capital losses for CGT purposes) will be subject to the application of the trust loss provisions in the Act.

5 Acquisition and disposal of Units

5.1 Acquisition of Units

Subscribing for Units involves the acquisition by a Unitholder of assets for the purposes of the CGT provisions in the Act. The amount subscribed together with certain non-deductible incidental costs upon acquisition or disposal of Units, will be included in the Unitholder’s CGT cost base for their Units.

5.2 Sale or redemption of Units

(a) General position

Upon the sale or redemption of Units, Unitholders should make a capital gain or loss equal to the capital proceeds of the sale or redemption, less the cost base of the Units, after allowing for any reduction in the cost base due to previously received tax deferred income.

If a Unitholder makes a gain or loss upon a sale or redemption of Units, the Unitholder should seek their own advice, specific to their facts and circumstances, as to whether the gain or loss is revenue in nature (eg, if the Units were acquired for the purpose of resale at a profit). If so, the gain or loss would likely be assessable or deductible respectively and the capital gain or loss will be correspondingly reduced or eliminated.

Any capital loss realised by a Unitholder may be applied to offset capital gains realised in the same year of income, or may be carried forward to future years. Capital losses are not able to be applied against ordinary income.

A Unitholder who is a natural person, a trust, or a complying superannuation entity may be entitled to the discount capital gain concession on any capital gain realised on the disposal or redemption of the Units. Broadly, individuals and trustees are entitled to a discount of 50%, while complying superannuation entities are entitled to a discount of 33.33% of the gain.

Unitholders should note that the discount capital gain concession only applies to reduce the net capital gain made in relation to CGT assets which are held for a continuous period of not less than 12 months, not including the dates of acquisition and disposal.

Unitholders should also note that the discount capital gain concession will not apply to any gain which constitutes ordinary assessable income.

(b) Special case for certain redemptions

If the Fund makes a gain upon realising assets in order to fund the redemption, that gain will be included in the net income of the Fund. CFS, as the responsible entity, may in effect allocate that gain to the redeeming Unitholder. In those circumstances, the Unitholder will be required to include that gain (including any gross up if the gain is a discount capital gain: see section 3.2) in the calculation of its net capital gain arising because the Unitholder is presently entitled to the gain. If so, the Unitholder's capital proceeds for CGT purposes for the redemption of its Units should be reduced by the amount of that gain.

6 Deductibility of borrowing costs incurred by Unitholders

A Unitholder may borrow funds for the purpose of making an investment in Units, and in so doing, may incur interest expenses and other costs. Such Unitholders should seek their own advice, having regard to their particular facts and circumstances, as to the tax deductibility of such costs.

By way of general observation, interest costs on borrowed funds applied to acquire an investment are deductible where an investor has the purpose of deriving assessable income from that investment (other than solely capital gains). However, there are a number of provisions in the Act that can operate to deny or defer a tax deduction for interest costs in various situations.

In the usual case, units in a unit trust are generally considered to be inherently capable of producing assessable income. However, in the case of Units in the Fund, investors should note that there may be no coupons or other items of assessable income arising to Unitholders during the term of the DPA. Moreover, any gain arising upon delivery of the Delivery Assets is expected to be a capital gain (and not ordinary assessable income).

Investors will need to consider, in conjunction with their own adviser, whether a tax deduction for some or all of any interest costs is available in their particular circumstances, having regard to factors such as any expected coupons and their intentions to remain Unitholders after delivery of the Delivery Assets so as to derive assessable trust distributions.

In considering whether interest costs are tax deductible in their situation, Investors and their advisers should also have regard to tax rules in relation to prepayments (including the tax shelter rules) and capital protected borrowings.

Where interest costs are not tax deductible, they should generally be capable of inclusion in the cost base of the relevant CGT asset when calculating a gain (but not when calculating a loss).

7 Application of anti-deferral taxation rules

Division 16E of Part III of the Act contains provisions that impose tax on an accruals basis on holders of certain debt-like securities in relation to income that is deferred under the security. For example, securities issued at a large discount to face value often bring those rules into operation, with the result that the discount is taxed to the holder over the term of the security so as to prevent the deferral of tax.

Division 16E applies only to a "security", as that term is defined in the Act. In our opinion, and consistent with ATO practice in relation to other similar investments, an investment in the Units should not be regarded as comprising a "security" for this purpose, and accordingly we believe the Division should not apply.

Moreover, in our view and consistent with the Commissioner's approach in TD 2008/21, the Fund's investment in the DPA should not be regarded as a "security", and accordingly Division 16E should not apply to the Fund in respect of the DPA.

8 Taxation of Financial Arrangements

There is now a code for the taxation of gains or losses in relation to "financial arrangements" ("TOFA regime"). The TOFA regime contemplates a number of different methods for bringing to account these gains and losses (including fair value, accruals, retranslation, realisation, hedging and financial reports).

Subject to certain financial thresholds (discussed below), the TOFA regime applies on a mandatory basis to financial arrangements acquired on/after 1 July 2010.

The TOFA regime will not apply on a mandatory basis to individuals, except where significant deferral of tax in relation to certain specific arrangements is involved.

Superannuation funds and managed investment schemes must apply the TOFA regime if the value of their assets is \$100 million or more. Other taxpayers must apply the rules if their turnover is \$100 million or more, if the value of their assets is \$300 million or more, or if the value of their financial assets is \$100 million or more.

Taxpayers can elect to be subject to the TOFA regime on a voluntary basis.

Impact of the TOFA regime on Units held by Unitholders

The TOFA regime should not apply to the Units held by a Unitholder acquired on or after 1 July 2010 unless the Unitholder is otherwise subject to the TOFA regime and makes a fair value election or financial reports election.

Impact of the TOFA regime on the Fund

Any financial arrangements acquired on or after 1 July 2010 by the Fund will be subject to the TOFA regime on a mandatory basis if the value of the Fund's assets exceeds \$100 million at the end of the year of acquisition. We are instructed that it is not expected that the Fund will exceed this threshold at the end of the income year in which it acquires the DPA. On that basis, the Fund should not be mandatorily subject to the TOFA regime as regards the DPA. We understand that the Fund will not elect into the TOFA regime.

9 The general anti-avoidance rule: Part IVA

The general anti-avoidance rule, contained in Part IVA of the Act, gives the Commissioner the power to issue a determination which, generally speaking, cancels a "tax benefit" obtained by a taxpayer in connection with a scheme entered into or carried out by a person where a party to the scheme has a sole or dominant purpose, objectively determined, of obtaining the tax benefit for the taxpayer.

Whether Part IVA is capable of applying to a given Unitholder in relation to their acquisition, ownership and disposal of an investment in Units will depend to a significant extent on the particular circumstances surrounding the Unitholder.

However, in our view it is unlikely that Part IVA would have any application to a Unitholder within the scope of this letter as set out in section 1.

10 TFN and ABN withholding

Unitholders may, if they choose, notify CFS of their tax file number ("TFN"), Australian Business Number ("ABN") or a relevant exemption.

In the event that CFS is not so notified, tax will be automatically deducted from distributions to such Unitholders, currently at the rate of 46.5% of the gross cash distribution.

The requirement to withhold tax will continue until such time as the relevant TFN, ABN or exemption notification is given to CFS. Unitholders will be entitled to claim in their income tax return an income tax credit/refund (as applicable) in respect of the tax withheld.

11 GST

Unitholders should not be liable to GST in respect of the acquisition, holding or disposal of Units.

The Fund may be entitled to input tax credits or reduced input tax credits for GST arising in respect of its acquisitions. The precise outcome will depend on the nature of each particular acquisition and the supplies to which it relates.

* * *

Yours sincerely,



Tim Kyle
Director
Greenwoods & Freehills Pty Limited

Additional information

This section provides additional information you need to know with regard to the following areas of your investment in the fund:

Transactions and unit pricing	page 21
Investment information	page 22
Regulatory	page 23
Terms and conditions	page 24

Transactions and unit pricing

Please note: Information in this section relates to the operation of the fund prior to the guarantee maturity date only. Upon receiving the DPA Delivery Assets, the operation of transacting and unit pricing will change. We will provide you with confirmation of the DPA Delivery Assets and current information about transactions and unit pricing prior to the guarantee maturity date.

How are your transactions processed?

Applications

To ensure that your applications are processed efficiently, it is important that you complete all sections of the application form and provide us with all documentation we request (refer to the application form checklist on page 27).

If all information is not provided, we may not be able to proceed with your request until the required information is received.

In these situations:

- we may attempt to contact you and/or your adviser (if applicable)
- we may hold your application monies in a non-interest bearing account until we receive the required information. Funds are held for a maximum period of 30 days (in a non-interest bearing account) commencing on the day we receive the funds. After this period, your funds will be returned to the source of payment.

Applications will be accepted from the offer open date to the transaction cut-off time on the offer close date. However, the fund is subject to a fund capacity amount and may close to applications early or extend the offer close date. In the event that the offer closes early, Colonial First State will take reasonable steps to communicate that applications will no longer be accepted and refund all application monies within 14 business days.

We will hold your completed application in a non-interest bearing account until the offer close date.

On the offer close date, we deduct from your investment amount any applicable contribution fee. The balance will then be divided by the initial \$1.00 unit price.

In some circumstances, we may suspend, restrict or scale back applications and we may also reject applications at our discretion.

Withdrawals

Before making any withdrawals, you should refer to section 6 and consider seeking professional taxation advice to determine any taxation implications.

Withdrawals cannot be processed until application cheques are cleared and all necessary documentation is completed.

In the event that certain information is not provided, the following will apply:

- If no payment method is selected, a cheque will be provided.
- Payments can only be made to Australian financial institutions. Overseas accounts will not be accepted. If a request is made to transfer funds to an overseas account, a cheque will be provided.

If you do not supply us with your TFN, then we must withhold tax at the highest marginal tax rate (currently 46.5%) from any distributions. Refer to page 20 for further details.

When we receive your completed withdrawal request, together with any documentation that we may require to establish your identity, the proceeds are calculated at the next determined withdrawal unit price.

In extraordinary circumstances (which may include where the fund becomes illiquid), we may suspend withdrawals for up to 183 days, or restrict your ability to withdraw.

Where the fund is suspended, restricted or unavailable, we may not process withdrawal requests. Any decisions whether to process withdrawals or partial withdrawals will be made in the best interests of investors as a whole, and if any payment is to be made, then the withdrawal unit price used to calculate this payment will be the one determined at the time the payment is made.

Transaction cut-off times

If your valid transaction request is received in our office before the relevant cut-off time as shown in the table below, it will be processed that month using the next determined unit price.

Transaction	Cut-off time
Initial investments	3pm (Sydney time) on the offer close date ¹
Withdrawals	3pm (Sydney time) on the NSW business day prior to the 16th of the month

If your valid withdrawal request is received after the cut-off time shown above, your transaction will be processed the following month.

¹ Application cut-off time may be affected by an early close date.

How are unit prices calculated?

When investing, a number of units are allocated in the fund. Each of these units represents an equal part of the value of the portfolio of investments that the fund holds. As a result, each unit has a dollar value, or 'unit price'.

The net asset value unit price is calculated monthly by taking the total value of the fund's assets on a particular day, adjusting for any liabilities and then dividing the net fund value by the total number of units held by all investors on that day. Although the unit balance in the fund will stay constant (unless there is a transaction on your account), the unit price will change according to changes in the market value of the investment portfolio or the total number of units issued for the fund. We determine the value of the fund based on the information we have most recently available.

We may exercise certain discretions that could affect the unit price of units on application or withdrawal in the fund. The types of discretions that we may exercise, in what circumstances, our policies on how we exercise the discretions and the reasons why we consider our policies are reasonable, are set out in our Unit Pricing Permitted Discretions Policy. If we exercise a discretion in a way that departs from the policies set out in our Unit Pricing Permitted Discretions Policy, we are required to keep a record of this in a Register of Exceptions. You can obtain a copy of our Unit Pricing Permitted Discretions Policy or Register of Exceptions, or both, free of charge, by calling us on 13 13 36.

Transaction processing and unit prices

Initial applications will be issued at a \$1.00 unit price.

We calculate unit prices at the end of each month. If your valid withdrawal request is received by the relevant cut-off time, you will receive the next determined withdrawal unit price.

The next determined withdrawal unit price is calculated at the close of trading of all markets at the end of the month. Therefore, the next determined withdrawal unit price is not known until after the cut-off time. It is important to consider this when making your transaction request.

Please note: If you ask for a unit price or investment valuation, we can provide an historical unit price or investment valuation only.

What is the withdrawal unit price prior to the guarantee maturity date?

To ensure that existing investors do not continually bear the transaction costs resulting from withdrawals, withdrawing investors pay relevant costs when they transact.

The withdrawal unit price may be significantly different (higher or lower) to the net asset value unit price referred to above depending on the difference between prevailing market interest rates when you withdraw and the interest rates that applied on the investment date. In general, if interest rates are higher when you withdraw, the withdrawal unit price will be lower than the net asset value unit price.

Example¹

If you held 10,000 units in the fund and, after the first year, the net asset value unit price is \$1.1000, your investment value is reported as \$11,000. However, if you choose to withdraw, the withdrawal unit price and value of your withdrawal may be higher or lower depending on changes in interest rates:

Change in prevailing market interest rates at time of withdrawal	Withdrawal unit price	Your withdrawal value
No change	\$1.1000	\$11,000
0.50% higher	\$1.0745	\$10,745
0.50% lower	\$1.1255	\$11,255

Unit pricing adjustment policy

There are a number of factors used to calculate unit prices. The key factors include asset valuations, liabilities, debtors, the number of units on issue and, where relevant, transaction costs. When the factors used to calculate the unit price are incorrect, an adjustment to the unit price may be required. We generally use a variance of 0.30% in the unit price before correcting the unit price.

If a unit pricing error is greater than or equal to this variance, we will:

- compensate you if you have transacted on the incorrect unit price or make other adjustments as Colonial First State may consider appropriate, or
- where your account is closed, we will send you a payment if the amount of the adjustment is more than \$20.

These tolerance levels are consistent with regulatory practice guidelines and industry standards. In some cases we may compensate investors where the unit pricing error is less than the tolerance levels.

Investment information

Are labour standards or environmental, social or ethical considerations taken into account?

As the responsible entity, we do not specifically take into account labour standards or environmental, social or ethical considerations when making investment decisions.

When we outsource investment management, we do not specifically take into account labour standards or environmental, social or ethical considerations. However, we may consider these factors to the extent that they impact on a manager's organisational stability, reputation and performance.

What investments can the fund hold?

This document outlines the investments intended to be held. If we decide to change, we will advise you as soon as practicable. The Constitution of the fund allows Colonial First State a great deal of discretion about what investments are held in the fund. The Commonwealth Bank of Australia, our parent company, is listed on the Australian Securities Exchange (ASX). We are permitted to hold shares in the Bank under ASIC relief on certain conditions which include that any such holding is not voted and the total holdings for all entities in the Bank Group do not exceed 5% of the issued capital of the Bank. The fund does not intend to hold shares in the Bank.

¹ This example and any assumptions or figures are purely hypothetical (non-actual) and have been included for illustrative purposes only.

Changes to the fund

Colonial First State may, without prior notice to investors, close or terminate the fund, or change the investment manager.

Any change would be considered in light of the potential negative or positive impact on investors. We will notify existing investors of any material change as soon as practicable. Updated information that is not materially adverse can be obtained by calling Investor Services on 13 13 36 or by visiting our website, colonialfirststate.com.au. A paper copy of the updated information will be provided free of charge on request.

Regulatory

What is the Constitution?

The fund is governed by a Constitution. Together with the Corporations Act and some other laws, the Constitution sets out the conditions under which the fund operates and the rights, responsibilities, powers, discretions and duties of the responsible entity and investors. The Constitution deals with a number of issues including:

- your rights as a holder of units
- fund termination, and
- our broad powers to invest, borrow, receive fees and other payments and generally manage the fund.

The Constitution states that your liability is limited to the amount you paid for your units, but the courts are yet to determine the effectiveness of provisions of this kind.

You can inspect a copy of the Constitution at our head office or we will provide you with a copy free of charge.

The Constitution gives us a number of rights, including a number of discretions relating to unit pricing and fund termination.

We may alter the Constitution if we, as the responsible entity, reasonably consider the amendments will not adversely affect investors' rights. Otherwise, we must obtain investors' approval at a meeting of investors.

We may retire or be required to retire as responsible entity (if investors vote for our removal).

Your rights to requisition, attend and vote at meetings are mainly contained in the Corporations Act.

Anti-Money Laundering and Counter-Terrorism Financing laws and Sanctions laws

We are required to comply with these laws, including the need to establish your identity (and, if relevant, the identity of other persons associated with your account). Instructions for completing the identification process are included with the application forms in the PDS.

Additionally, from time to time, we may require additional information to assist with this process.

We may be required to report information about you to the relevant authorities. We may not be able to tell you when this occurs. We may not be able to transact with you or other persons. This may include delaying, blocking, freezing or refusing to process a transaction or ceasing to provide you with a product or service. This may impact on your investment and could result in a loss of income and principal invested.

Is there a cooling-off period?

Cooling-off rights do not apply to an investment in the fund. This is due to the nature of the DPA and the Constitution which may limit our ability to realise an asset within the relevant period specified to meet withdrawals in the Constitution.

Questions, feedback, complaints

We are here to help with any problems or questions you have, and we welcome your feedback. If you have a question or complaint, or wish to provide feedback, first call us on 13 13 36 (Monday to Friday, 8am to 7pm AEST). Or, you can email us at contactus@colonialfirststate.com.au. You can also write to us at:

Colonial First State
Reply Paid 27
Sydney NSW 2001

We will work to resolve your problem or complaint quickly and we will keep you informed of our progress. However, if you are not satisfied with our response, you can contact Customer Relations on 1800 805 605.

If you would like more information about our complaints procedure, please contact us. If we have not responded to your complaint after 45 days, or if you are not satisfied with our response, you can have your complaint reviewed by the Financial Ombudsman Service (FOS). You can contact FOS on 1300 780 808 or at www.fos.org.au.

How is your personal information dealt with?

Currently, the Australian government is undertaking a review of Australia's privacy laws. As a result, how we deal with your personal information may change.

The privacy of your personal information is important to us.

We form part of the Commonwealth Bank group of companies ('Group'), a well known financial services organisation. The Group offers a broad range of products and services.

We collect personal information so that you can be provided with the products and services you request. We may also share personal information with other Group companies so that you and the Group can have access to an integrated view of the relationship. The Group may also tell you about other products and services that might suit your financial, lifestyle or electronic needs. The law also requires us to collect personal information.

We may disclose personal information to other parties (confidentiality arrangements apply) for certain purposes that we outsource, including bulk mailing, market research and information technology support and in order to comply with our legal obligations. We also seek expert help from time to time to help us improve our systems, products and services. Your personal information may be disclosed to these third parties in such circumstances. Your personal information will not be shared with other third parties (except with our related bodies for prudential and risk management purposes or as otherwise set out in this statement).

The law also requires us to collect and verify personal information about you. We may also collect and verify information about persons who act on your behalf. The collection and verification of information about identity helps us to protect against identity theft, money laundering and other illegal activities. Depending on whether you are an individual or an organisation, the information we collect will vary. During the course of your dealings with us, we may also collect and verify further information about you or other persons who act on your behalf.

We may be permitted or required to disclose customer information by law, eg under Court Orders or Statutory Notices pursuant to taxation or social security laws or under laws relating to sanctions, money laundering or terrorism financing.

Your personal information may also be used by us to administer, monitor and evaluate products and services, gather, aggregate and report statistical information, assist you with any queries and take measures to detect and prevent fraud and other illegal activity. We may also be allowed or obliged to disclose or receive information by law and to report on prudential or risk management matters.

If you notify us that you have a personal financial adviser, then details of your investment will be provided to them. If you hold our products and services through a Commonwealth Financial Planner, who is part of the Group, personal information may be used by other Group companies for marketing purposes.

We aim to ensure that the personal information we retain about you is accurate, complete and up-to-date. If you provide us with incomplete or inaccurate information, you may be in breach of the law and we may not be able to provide you with the products or services you have requested.

If you have concerns about the completeness or accuracy of the information we have about you or would like to access or amend your information, simply call us on 13 13 36 or send an email to contactus@colonialfirststate.com.au. You can contact us if you do not want to receive any marketing information from us. You may be contacted by telephone unless you ask us not to do so. To stop receiving telemarketing, please call 13 13 36. We may monitor and record telephone calls for training, account management and security purposes. If you would like a copy of our Privacy Policy Statement, visit our website at colonialfirststate.com.au or call the above number.

You will be taken to agree to the collection, use and disclosure of your personal information as set out above when you apply to make an investment in the fund.

Can you appoint an agent?

As an investor you are entitled to appoint an agent to act on your behalf. This person could be your financial adviser, solicitor, or someone else that you trust to act on your behalf. We will only accept your appointment of agent if, among other things, we have successfully established the identity of this agent. To do this you will need to complete an appointment of agent form.

If you have more than one agent or signatory and you are a non-individual investor (eg company, trust or other entity type), you can appoint a verifying officer to identify your agents or signatories. To appoint a verifying officer, you will need to complete the verifying officer form. Copies of these forms can be obtained from our website or by calling 13 13 36.

Please note that by appointing an agent to act on your behalf, you are giving that person full authority over your account.

What are our reporting requirements?

If the fund is a disclosing entity under the Corporations Act, the fund is subject to regular reporting and continuous disclosure obligations. Copies of documents we lodge with ASIC to fulfil these obligations may be obtained from, or inspected at, an ASIC office.

You also have a right to request a copy of certain documents from us when they become available, and we must send you a copy (free of charge) as soon as practicable and in any event within five days. Your request will be fulfilled in the way you choose – by email, fax or post, or you can collect it from our offices. The documents are:

- the annual financial report for the fund most recently lodged with ASIC, and
- any half-year financial report lodged with ASIC and any continuous disclosure notice given for the fund after the lodgement of the annual financial report for the fund.

Are there any other benefits to Colonial First State?

The fund receives banking and treasury-related services from the Bank in the normal course of business and pays normal commercial fees for them. We may derive monetary or administrative benefits from the Bank as a consequence of maintaining bank accounts with the Bank and through performing administration services for Bank products.

Terms and conditions for operating your account with us

These terms and conditions apply when you open an account with us and instruct us by phone or fax, or access FirstNet. It is important that you read them carefully before you provide us with instructions so that you know what will apply to your transactions.

Limitation of liability

- All other representations and warranties relating to these services are excluded except for any term which is implied by law, which is taken to be included in these terms and conditions. To the extent permitted by law, our liability for breach of that term is limited to the reasonable costs of resupplying the service or paying the cost of providing the service again. However, our liability may be greater where we are negligent or fraudulent but this liability may be reduced to the extent you caused or contributed to the loss.
- Subject to the paragraph above, to the extent permitted by law, we are not liable in any way for any losses that you suffer through supplying information by phone, fax, email or FirstNet.
- You acknowledge and agree that we will not be liable to you for any loss you suffer (including consequential loss) caused by an inability to transact with you or other persons including where we comply with any law or legislation or choose to exercise a discretion available to us. This may include delaying, blocking, freezing or refusing to process a transaction or ceasing to provide you with a product or service.
- You agree to use these services only in accordance with these terms and conditions and your other legal obligations. We are not liable for, and you release and indemnify us against any liabilities, claims, losses or costs arising from our acting in accordance with any communication that we receive by phone, fax or email about your account or investments with us or arising from the use of FirstNet by you or any person using your OIN and PIN.

Use of telephone and fax

Security of phone and fax requests

- We have procedures in place to reduce the risk of fraud, but we cannot guarantee that someone trying to impersonate you will not contact us about your account and change your details or make a withdrawal. We may dispute liability for any losses which happen because we have acted on phone or fax instructions that you have not authorised but which appear to be authorised by you.
- All our customers are automatically given access to communicate with us by phone and fax. You need to tell us if you do not want us to accept any future instructions over the phone or by fax by sending us an original signed request.
- We will block access to your account for phone and fax instructions by the second business day after we receive that request. Until this happens, these terms and conditions for phone and fax will still apply to your account.
- If you are a joint account holder, any of the joint account holders may give us instructions by phone about the account.
- If the account holder is a company, any director of the company may give us instructions by phone about the account.

Information received by phone or fax

- If the details that we receive in a fax or over the phone do not match the details that we have previously received for the account, then we will not proceed with the request.
- We also will not process a request if the instructions we receive are incomplete or appear to contain errors. This is to ensure that the transaction we perform is exactly what you were requesting.
- Fax machines may be convenient, but they are not always reliable. If a query arises over what information we received by fax, we will not accept a fax transmission report from your machine as evidence that we received the fax. This is because, although your fax machine may have confirmed that the fax was sent, we may not have received the complete fax at our end.
- We can change or cancel these terms for phone and fax at any time as long as we give you 14 days written notice.
- Apart from these terms and conditions, we may have other requirements for receiving instructions from time to time. You will be notified if this affects you or your request.

Use of FirstNet

OIN and PIN

- You must keep your OIN and PIN secret. You should not disclose them to anyone or record them in a way which could affect their confidentiality.
- If you give someone else permission to use your OIN and PIN, you are responsible for any transactions they perform or changes they make to your account information, or anything that happens because you gave them that permission.
- Anyone can access FirstNet if they have a valid OIN and PIN. This means that if someone else has your OIN and PIN, they can access your account information and make transactions, even if you have not authorised them to use your OIN and PIN. We are not responsible to you and will not pay for any losses that may happen because we acted on any instructions received through FirstNet which used your OIN and PIN, whether or not these instructions were authorised by you.

- You must tell us immediately if you think that someone has accessed your account without your permission or if you think that someone else may know your OIN and PIN. We will stop access to the account and issue a new PIN.

Access to FirstNet

- You can tell us if you want to permanently stop using FirstNet by sending us an original signed request. We will block FirstNet access to your account on the second business day after we receive that request. Until this happens, these terms and conditions will still apply to your account.
- We can, on reasonable grounds, stop or restrict your access at any time.
- We do not guarantee or warrant that the use of FirstNet will be uninterrupted or error free. We also do not warrant that it is suitable for any particular purpose or has any performance, functionality or security features, except what we are legally obliged to provide.
- We will take all reasonable steps to make sure that the information that you access through FirstNet is up-to-date and correct.
- When you are joint account holders, and one of you registers for FirstNet transaction access, both of you are taken to have agreed to any transactions on your account through FirstNet.

Transacting on FirstNet

- 'Transaction access' means the ability to review, modify or update your contact details and accounts online; apply for, withdraw and switch units between funds or options; and set up automatic facilities or features.
- You agree to use this service in accordance with these terms and conditions.
- We will only act on transaction requests that are complete, received in full and do not appear to contain any error.
- For FirstNet, a transaction reference onscreen is evidence that the communication has been completed.
- We are not liable for any losses or delays that occur because we did not receive an instruction.
- If there are any government fees and charges incurred by us in relation to your use of FirstNet, we can debit these from your account.
- You must only use FirstNet to obtain information that you are properly authorised to access and you must use this information only for lawful purposes.
- We can change these terms and conditions at any time by placing the changes on our website. When making any changes we will act reasonably and, so far as possible, in accordance with prevailing market conditions and regulatory requirements for accounts of this type at that time. We may ask you to read and accept any amended terms and conditions so you can keep using FirstNet. However, unless otherwise required by law, once we have placed them on the website they are binding on you, even if you have not read them. We recommend that you check these terms and conditions on a regular basis. These terms and conditions include any instructions for using these services provided to you or placed on our website from time to time. If the terms and conditions change, you may permanently stop using FirstNet without penalty, by providing us with an original signed request.

Direct debit customer service agreement

Our commitment to you

- We will send you regular transaction statements in addition to the initial confirmation of your drawings.
- Where the due date for a drawing falls on a non-business day, we will draw the amount on the next business day.
- We will provide written notice of any proposed changes to your drawing arrangement, providing no less than 14 days notice.
- We may terminate your direct debit arrangement if drawings are returned unpaid, or if debit is unsuccessful three times in any 12-month period.
- We will keep all information provided by you, and details of your nominated account at the financial institution, private and confidential.
- We will investigate and deal promptly with any queries, claims or complaints regarding debits, providing a response within 20 business days.

Your commitment to us

- It is your responsibility to check with your financial institution prior to completing the direct debit request, that direct debiting is available on that account.
- It is your responsibility to ensure that the authorisation on the direct debit request is identical to the account signing instruction held by the financial institution of the nominated account.
- It is your responsibility to ensure at all times that sufficient funds are available in the nominated account to meet a drawing on the due date for payment.
- It is your responsibility to advise us if the account nominated by you to receive the drawings is altered, transferred or closed.
- It is your responsibility to arrange with us a suitable alternate payment method if the drawing arrangements are stopped either by you or by the nominated financial institution.
- It is your responsibility to meet any charges resulting from the use of the direct debit system. This may include fees charged by us as a result of drawings returned unpaid.

Your rights

- You may request to defer or alter the agreed drawing schedule, by giving written notice to us. Such notice should be received by us at least five business days prior to the due date for the next drawing.
- You may cancel the direct debit arrangement at any time by giving written notice to us. Such notice should be received by us at least five business days prior to the due date for the next drawing. Your nominated financial institution may also accept a request to cancel your direct debit arrangement with us.
- All transaction disputes, queries and claims should be raised directly with us. We will provide a verbal or written response within 20 business days from the date of the notice. If the claim/dispute is successful, we will reimburse you by way of cheque or electronic credit to your nominated account.

Please phone Colonial First State Investor Services on 13 13 36 with any enquiries or send an email to contactus@colonialfirststate.com.au.

Applications close 3pm, 29 October 2010.

Send your completed application form and cheque (if required) to:

Colonial First State, Reply Paid 27, Sydney NSW 2001

Application form (refer to page 29)

To ensure that we are able to process your application quickly and efficiently, please check that you have completed the following steps:

Step 1 – Part A	
Your details – Complete sections 1-3	
Account details	Provide details of any existing accounts
Investor details	Provide your full name, date of birth and Tax File Number (TFN) or exemption (refer to alternate codes in bold below): E Exemption – please write the full name of the benefit that you receive (eg ‘Age Pension’) N Non-resident – please write the full name of your country of residence O Not for profit organisations – who are not required to lodge a TFN D No TFN or do not wish to quote a TFN – please refer to page 20 for further information
Contact details	Provide your contact details, including residential address
Bank account details	Provide your bank account details (if applicable)
Step 2 – Part B	
Your investment – Complete sections 4-5	
Payment details	Indicate your method of payment. If investing by direct debit, please complete your bank details in section 3 . If investing via cheque, please cross your cheque ‘Not Negotiable’ and make payable to: ‘Colonial First State CapGT – Aspect Series 1, <Investor name>’
Investment amount	Complete your investment details
Step 3 – Parts C & D	
Other information and declaration – Complete sections 6-8	
Online services	Do not cross the box if you want online access
Communication preferences	Provide details of how you would like to receive your information from us
Declaration and signature	Sign the declaration. If you are signing under a Power of Attorney, please comply with the following: → attach a certified copy of the Power of Attorney document → each page of the Power of Attorney document must be certified by a Justice of the Peace, Notary Public or Solicitor → should the Power of Attorney document NOT contain a sample of the Attorney’s signature, please also supply a certified copy of the identification documents for the Attorney, containing a sample of their signature, eg driver’s licence, passport, etc → the Attorney will also need to complete a power of attorney identification form (to enable us to establish the identity of the Attorney) which can be obtained from our forms library at colonialfirststate.com.au or by phoning Investor Services on 13 13 36
Step 4	
Identification and verification	
For individual/joint accounts (including sole traders)	You or your adviser must also complete the identification and verification form on page 35 so that we can establish your identity or the identity of other people associated with your account
For companies, partnerships, superannuation funds and other entity types	You or your adviser must also complete the appropriate identification form, which can be found in our forms library at colonialfirststate.com.au, so that we can establish your identity or the identity of other people associated with your account
For your agent	If you are appointing an agent, the appointment of agent form (which includes the identification form) must be completed so that we can establish their identity. This form can be found in our forms library at colonialfirststate.com.au
For verifying officers	If you are appointing a verifying officer (for non-individual investors) then the verifying officer form must be completed so that we can establish their identity. This form can be found in our forms library at colonialfirststate.com.au

Additional information on setting up alternative account types

Accounts on behalf of a minor

We do not accept any investments in the name of a minor (under 18 years of age); however, the investment may be held 'as designation' for the minor. In order to set up an account as designation for a minor, please insert the minor's name in the 'Account designation' field under **section 1**. It is important that you also complete Investor 1 and/or Investor 2 as owner(s) of the account, and provide the TFN(s) of the investor(s) rather than the minor.

Superannuation fund or trust

Please insert the entity's name under 'Superannuation fund/trust'. We will also require information of the trustees. To supply this trustee information, please complete Investor 1 and/or Investor 2 if trustees are individuals. If the trustee is a company, please complete the 'Company name' field.



Colonial First State CapGT – Aspect Series 1 Application Form

Units in the fund will only be issued on receipt of this application form, issued together with the PDS for this fund dated 20 September 2010.
Please phone Colonial First State Investor Services on **13 13 36** with any enquiries. **Applications close 3pm (Sydney time) on 29 October 2010.**

Please complete this form using **BLACK INK** and print well within the boxes in **CAPITAL LETTERS**. Mark appropriate answer boxes with a cross like the following **X**. Start at the left of each answer space and leave a gap between words.

OFFICE USE ONLY

Fields marked with an asterisk (*) must be completed for the purposes of anti-money laundering laws.

PART A – YOUR DETAILS

1. INVESTOR DETAILS

Do you have an existing Colonial First State account?

Yes Existing account name

Existing account number

INVESTOR 1 (individual accounts/sole trader)

Title

Mr Mrs Miss Ms Other

Full given name(s)*

Surname*

Date of birth* / / Gender
Male Female

Occupation*

Your main country of residence, if not Australia*

Tax File Number or reason for exemption (refer to page 27)
 or code

If a foreign resident for tax purposes, specify country of residence

INVESTOR 2 (joint accounts)

Title

Mr Mrs Miss Ms Other

Full given name(s)*

Surname*

Date of birth* / / Gender
Male Female

Occupation*

Your main country of residence, if not Australia*

Tax File Number or reason for exemption (refer to page 27)
 or code

If a foreign resident for tax purposes, specify country of residence

SOLE TRADERS ONLY

Full business name of sole trader*

Full address (PO Box is NOT acceptable) of principal place of business (sole traders only)*

Unit number Street number Street name

Suburb State Postcode

Country

ABN (if any) of sole trader*

1. INVESTOR DETAILS (CONTINUED)

ACCOUNT DESIGNATION

Only use to indicate a minor's name for an account designation (refer to page 28)

NON-INDIVIDUAL INVESTORS – COMPANY/PARTNERSHIP/SUPERANNUATION FUND OR OTHER ENTITY

Full name of company/partnership/trustee/other entity*

Full name of superannuation fund/trust*

Principal business/trust activity*

Are you a charity?*

Yes No

Country established, if not Australia*

ABN/ARBN/ARSN

Tax File Number

2. CONTACT DETAILS

Residential address (PO Box is NOT acceptable) – Investor 1 (including sole traders)*

Unit number

Street number

Street name

Suburb

State

Postcode

Country

Residential address (PO Box is NOT acceptable) – Investor 2 (if applicable and different to above)*

Unit number

Street number

Street name

Suburb

State

Postcode

Country

Postal address (if different to above)

Unit number

Street number

PO Box

Street name

Suburb

State

Postcode

Country

Work phone number

Home phone number

Fax number

Mobile phone number

Email address for investor 1/non-individual investors

Email address for investor 2 (if applicable)

By providing your email address, you agree that we may use this address to provide you with information about your investment (such as transaction confirmations, statements, reports and other material). From time to time we may still need to send you letters in the post.

7. COMMUNICATION PREFERENCES

If you have provided your email address in **section 2**, we will use this address to provide you with information about your investments (such as statements, transaction confirmations, notices, communications and other materials). If you would prefer to receive your information in another way, please advise below or contact us at any time to change your preferences.

Communication type	Preferences		
Statements/confirmations	Email <input type="checkbox"/>	Mail <input type="checkbox"/>	
iQ Magazine	Email <input type="checkbox"/>	Mail <input type="checkbox"/>	
Promotional communications	Email <input type="checkbox"/>	Mail <input type="checkbox"/>	Opt out <input type="checkbox"/>

These preferences will be applied to **all** your accounts (including any joint accounts). Cross (X) here if you **do not** wish this to occur.

PART D – DECLARATION

8. DECLARATION AND SIGNATURE

I/We declare and agree that:

- I/we have read this PDS to which this application applies and have received and accepted the offer in it in Australia
- my/our application is true and correct
- I/we have read the PDS to which this application applies and agree to the offer contained in it and to be bound by the provisions of the Constitution governing the fund:
 - if I/we have received this PDS from the internet or other electronic means that I/we have received it personally, or a printout of it, accompanied by or attached to the application form before making an application for units in the fund
 - I/we have legal power to invest
- for the fund that is selected or in which I am/we are invested:
 - I/we acknowledge I am/we are bound by the relevant Constitution – provisions (including consents, acknowledgements and declarations), terms and conditions contained in and related to a right, power, authority, discretion or obligation in the relevant Constitution (as amended from time to time), and
 - I am/we are bound as a separate commitment by the relevant product provider's provisions (including consents, acknowledgements and declarations), terms and conditions in the PDS
- my/our adviser will receive the payments detailed in the PDS and this application form
- if this is a joint application, each of us agrees, unless otherwise indicated on this application or relevant fund's terms and conditions, our investment is as joint tenants. Each of us is able to operate the account and bind the other(s) to any transaction including investments or withdrawals by any available method
- this application is not because of an unsolicited meeting with or telephone call from another person
- if investing as trustee, on behalf of a superannuation fund or trust, I/we confirm that I am/we are acting in accordance with my/our designated powers and authority under the trust deed; in the case of superannuation funds, I/we also confirm that it is a complying fund under the Superannuation Industry (Supervision) Act 1993
- by investing (and remaining invested) with Colonial First State, I/we give my/our consent to the collection, use and disclosure of personal information as set out in the current PDS.
- I am/we are not:
 - a 'US Person' as such term is defined under Regulation S of the US Securities Act of 1933 as adopted by the US Securities and Exchange Commission
 - a natural person resident in the US or a US citizen
 - an estate whose income is subject to US federal tax
 - a trust which is subject to control by a US Person and supervision by a US court
 - a US employee benefit plan regulated by the US Employee Retirement Income Security Act of 1974

and I/we will notify you if my/our status changes.

I/We acknowledge and agree that Colonial First State and/or its related entities ("the Group") will not be liable to me/us or other persons for any loss suffered (including consequential loss) where transactions are delayed, blocked, frozen or where the Group refuses to process a transaction or ceases to provide me/us with a product or service, including in circumstances where the Group reasonably believes that I am/we are a Proscribed Person. A 'Proscribed Person' means any person or entity who the Group reasonably believes to be (i) in breach of the laws of any jurisdiction prohibiting money laundering or terrorism financing, or (ii) on a list of persons with whom dealings are proscribed by Australian laws or the laws of another recognised jurisdiction. A 'Proscribed Person' includes any person or entity who the Group reasonably believes to act on behalf, or for the benefit of, a person or entity referred to in (i) and/or (ii).

PART E – ADVISER DETAILS AND FEES

ADVISER USE ONLY

Adviser name

Grid for Adviser name

Contact phone number

Grid for Contact phone number

Dealer ID

Grid for Dealer ID

Adviser ID

Grid for Adviser ID

ILCN

Grid for ILCN

ILAN

Grid for ILAN

ILGN

Grid for ILGN

Dealer/Adviser stamp (please use black ink only)

Wealth Focus Pty Ltd
PO Box 760
Manly
NSW 1655
Tel: 1300 559 869
AFSL: 314872

By providing your (adviser) details, you certify that you are appropriately authorised to provide financial services in relation to this product.

Additional comments:

Grid for Additional comments

CONTRIBUTION FEE

Please indicate the total contribution fee percentage to be charged (refer to page 10).

If you do not nominate a fee, the maximum fee of 2% will be charged. If nominating a fee different from the maximum fee, please indicate the fee to be charged to the investor.

Maximum (2%) [] 1% [] 0% [X]

ADVISER TRAIL

Please select the adviser trail you have agreed to receive up to the maximum stated below (inclusive of GST). The difference will be paid to your client. If you do not nominate an adviser trail, the maximum stated below will apply.

Commission type Maximum (%) (Incl. GST) Agreed trail (%)
Trail commission 0.50% 0. [] [] %

COLONIAL FIRST STATE USE ONLY CAMPAIGN CODE

Grid for Campaign Code

Part 2 Acceptable secondary ID documents – should only be completed if the individual does not own a document from Part 1

Tick ✓ Select ONE valid option from this section

- Australian birth certificate
- Australian citizenship certificate
- Pension card issued by Centrelink
- Health card issued by Centrelink

Tick ✓ AND ONE valid option from this section

- A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address
- A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address
- A document issued by a local government body or utilities provider within the preceding three months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address)
- If under the age of 18, a notice that was issued to the individual by a school principal within the preceding three months; and contains the name and residential address; and records the period of time that the individual attended that school

Part 3 Acceptable foreign ID documents – should only be completed if the individual does not own a document from Part 1

Tick ✓ BOTH documents from this section must be presented

- Foreign driver's licence that contains a photograph of the person in whose name it is issued and the individual's date of birth¹
- National ID card issued by a foreign government containing a photograph and a signature of the person in whose name the card was issued¹

SECTION B: RECORD OF VERIFICATION PROCEDURE

FINANCIAL ADVISER USE ONLY

Verify the **individual's** full name and date of birth **OR** residential address.

Receipt of a completed form will constitute your agreement as a reporting entity that you have completed the identification and verification of the investor for the purposes of Anti-Money Laundering and Counter-Terrorism Financing laws.

ID document details	Document 1	Document 2
Verified from	<input type="checkbox"/> Original <input type="checkbox"/> Certified copy	<input type="checkbox"/> Original <input type="checkbox"/> Certified copy
Document issuer	<input type="text"/>	<input type="text"/>
Issue date	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
Expiry date	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
Document number	<input type="text"/>	<input type="text"/>
Accredited English translation	<input type="checkbox"/> N/A <input type="checkbox"/> Sighted	<input type="checkbox"/> N/A <input type="checkbox"/> Sighted

SECTION C: FINANCIAL PLANNER DETAILS – identification and verification conducted by:

Date verified (dd/mm/yyyy) / /

Financial planner's name

Phone number

AFS licensee name

AFS Licence number

¹ Documents that are written in a language that is not English must be accompanied by an English translation prepared by an accredited translator. An accredited translator is any person who is currently accredited by the National Accreditation Authority for Translators and Interpreters Ltd (NAATI) at the level of Professional Translator or above.

Colonial First State CapGT – Aspect Series 1 Direct Debit Authority Form



Please phone Colonial First State Investor Services on **13 13 36** with any enquiries.

Please complete this form using BLACK INK and print well within the boxes in CAPITAL LETTERS. Mark appropriate answer boxes with a cross like the following X. Start at the left of each answer space and leave a gap between words.

All account holders must complete **sections 1 and 2**. If a third party is authorising the account holder(s) shown in **section 1** to debit their bank account, the third party must complete **section 2** and sign below.

1. ACCOUNT HOLDER(S)

INVESTOR 1 (individual accounts)

Title
 Mr Mrs Miss Ms Other

Given name(s)

Surname

Contact phone number

INVESTOR 2 (joint accounts)

Title
 Mr Mrs Miss Ms Other

Given name(s)

Surname

Contact phone number

COMPANY/PARTNERSHIP (if applicable)

Name of company or partnership

Name of contact person

2. ACCOUNT HOLDER(S) OR THIRD PARTY

I/We authorise Colonial First State Investments Limited (011802), until further notice in writing to arrange for funds to be debited from my/our account, at the financial institution identified as described in the schedule below, any amounts which Colonial First State may debit or charge me/us through the Direct Debit System.

Please note: Third party bank accounts cannot be used for transacting online without authorisation and signatures from all account holders.

THE SCHEDULE (ACCOUNT TO BE DEBITED)

Name of Australian financial institution

Branch name

Branch number (BSB) - Account number

Account name

Financial Services Guide

Dated 20 September 2010

This Financial Services Guide (FSG) is an important document which we are required to give to you under the requirements of our Australian Financial Services Licence. It provides you with information about Colonial First State Investments Limited ABN 98 002 348 352 ('Colonial First State', 'we', 'our' or 'us') to help you decide whether to use the financial services we provide. This FSG outlines the types of services and products we can offer to you. It also explains how we (and other relevant persons) are remunerated for these services and includes details of our internal and external complaints handling procedures and how you can access them.

To invest in any of our financial products, you must complete the application form attached to the relevant Product Disclosure Statement (PDS). The PDS contains information about the particular product and will assist you in making an informed decision about that product. The PDS for this product, dated 20 September 2010, is contained on pages 1 to 40 of this combined document.

If we provide you with personal financial product advice rather than general financial product advice, we will give you a Statement of Advice (SOA). Personal financial product advice is advice that takes into account one or more of your objectives, financial situation and needs. The SOA will contain the advice, the basis on which it is given and information about fees, commissions and any associations which may have influenced the advice.

Who are we?

Colonial First State is one of Australia's leading wealth management providers and a part of the Commonwealth Bank of Australia Group ('the Bank').

Any financial services offered will be provided by a representative of Colonial First State. Colonial First State has an Australian Financial Services Licence granted under the Corporations Act to provide these services to you.

We are also licensed to be the trustee of superannuation funds under the Superannuation Industry (Supervision) Act 1993.

We do not act as a representative of any other licensee in relation to the services we provide you.

To contact us you can:

- call Investor Services on 13 13 36
- visit our website at colonialfirststate.com.au
- write to us at Level 29, 52 Martin Place, Sydney NSW 2000
- email us at contactus@colonialfirststate.com.au.

What financial services and products do we offer?

Colonial First State is authorised to offer a range of financial services including:

- dealing in financial products
- giving advice on financial products
- operating registered managed investment schemes
- being the trustee of superannuation funds.

We also offer a range of managed investment, superannuation and pension products. Some of our superannuation products offer life insurance benefits. We can help you to apply for these products and can also give you financial advice in relation to our products, or products offered by other financial institutions, including other members of the Bank.

We do not provide financial planning services and only give personal financial product advice in limited situations. Personal financial product advice is not provided through our website or Investor Services.

How can you transact with us?

You can give us instructions by telephone, mail, fax or via our website. Any dealings with us by telephone or fax will be governed by our standard 'telephone and fax terms and conditions'. These terms and conditions are contained in the PDS for each product and are also available on the website at colonialfirststate.com.au.

There are also terms and conditions of use for our website and FirstNet, our secure internet service. These terms and conditions can be obtained on the website.

How are we remunerated for the services we provide?

If you invest in a product we offer, Colonial First State will receive remuneration in relation to your investment in that product. Where we advise you about products offered by another company of the Bank and you acquire that product, then that company will receive remuneration. This remuneration may include contribution fees and management costs (which include transaction, ongoing and, if applicable, any borrowing costs). In some situations, withdrawal fees, account fees and transaction fees may apply. The remuneration we will receive for the products we offer is set out in the PDS for the particular product. The remuneration we will receive for this product is set out in the 'Fees and other costs' section of the PDS on pages 10 to 12 of this combined document.

Colonial First State does not receive any fees, nor do we charge you additional fees for providing financial product advice.

What commissions, fees or other benefits are received?

Employees of Colonial First State who give you advice do not receive specific payments or commissions for the giving of that advice. These employees and our directors receive salaries, bonuses and other benefits from us. Bonus payments and other benefits are discretionary, and are based on achievement of pre-determined objectives.

You may receive advice in relation to the products we offer from financial advisers that do not work for Colonial First State. These advisers may receive remuneration from us. The adviser's remuneration is included in the fees you pay when investing in our products.

The amount of this remuneration is set out in the PDS for the particular product. The remuneration we pay advisers in relation to this product is set out in the 'Fees and other costs' section of the PDS on pages 10 to 12 of this combined document. Your adviser is also required to set out the remuneration and commissions they receive in the SOA which they must give to you. Some of these advisers may be representatives of other licensees in the Bank.

We do not pay commissions or provide other benefits to third parties for referring customers to us.

What kind of compensation arrangements are in place for a breach of our legal obligations?

Where we are liable to meet a claim, payment will generally be paid from our cash flows and available resources.

For claims, we may rely on and claim under the professional indemnity insurances that we hold. These insurances are between us and the insurer and are intended to respond to civil liability resulting from significant claims for compensation made against us for financial services provided by us or our representatives. These insurances provide cover even if one of our representatives has ceased to act or work for us.

Our compensation arrangements comply with the legal requirements set out in section 912B of the Corporations Act¹.

How is your personal information dealt with?

Please refer to pages 23 and 24 of this combined document (the PDS dated 20 September 2010) for details on how your personal information is dealt with.

What should you do if you have a complaint?

Please refer to page 23 of this combined document (the PDS dated 20 September 2010) for details about our complaints handling procedures.

¹ Section 912B requires financial services licensees who provide financial services to retail clients to have arrangements for compensating those persons for loss or damage suffered because of breaches of relevant legal obligations by a licensee or its representatives.



About Colonial First State

Colonial First State has been helping Australians with their investment needs since 1988. As Australia's largest investment and superannuation manager we have many strong hands on deck, with over 2,000 staff working for our investors. So you can feel confident we're well placed to help you reach your investment goals.

Our products

Colonial First State provides investment, superannuation and pension products to individual, corporate and superannuation fund investors. Our investment management expertise spans Australian and global shares, property, fixed interest and credit, cash and infrastructure.

The Colonial First State Group currently manages or administers more than \$170 billion globally.

Our service

Service is the heart of our business – we've made it simple for you to keep track of your investments, however you like to communicate – online, over the phone, in person or by mail. And because we choose our customer service people carefully, there will be someone friendly and informative waiting to respond.

Our awards

Colonial First State's consistent, disciplined approach to investing has been recognised by many awards within the investment management industry. But it isn't our style to rest on our laurels – every day across our business, our focus is on delivering quality performance, great service and industry-leading products.

Please mail completed forms to:

Colonial First State
Reply Paid 27
Sydney NSW 2001

Enquiries:

New investors	1300 360 645
Existing investors	13 13 36
Advisers	13 18 36
Facsimile	(02) 9303 3200
Email	contactus@colonialfirststate.com.au
Website	colonialfirststate.com.au