

**Fisher Funds**

**Trans Tasman Fund**

(formerly First NZ Capital Abacus Alpha Fund)

Prospectus dated 31 August 2011

FISHER FUNDS  
PROSPECTUS FOR FISHER FUNDS TRANS TASMAN FUND  
TABLE OF CONTENTS

	Page
<b>1 DESCRIPTION OF THE UNIT TRUST .....</b>	<b>3</b>
<b>2 MANAGERS AND PROMOTERS .....</b>	<b>4</b>
<b>3 REGISTRAR, CUSTODIAN, AUDITOR, ADVISERS, AND EXPERTS.....</b>	<b>5</b>
<b>4 INDEPENDENCE OF UNIT TRUSTEE AND ANY CUSTODIANS .....</b>	<b>6</b>
<b>5 UNIT TRUSTEE .....</b>	<b>6</b>
<b>6 DESCRIPTION OF UNIT TRUST AND ITS DEVELOPMENT .....</b>	<b>7</b>
<b>7 UNIT HOLDER LIABILITY .....</b>	<b>18</b>
<b>8 SUMMARY OF THE FINANCIAL STATEMENTS FOR THE FISHER FUNDS TRANS TASMAN FUND .....</b>	<b>18</b>
<b>9 MINIMUM SUBSCRIPTION .....</b>	<b>19</b>
<b>10 GUARANTORS.....</b>	<b>19</b>
<b>11 ACQUISITION OF BUSINESS OR EQUITY SECURITIES .....</b>	<b>19</b>
<b>12 OPTIONS AND UNITS PAID UP OTHERWISE THAN IN CASH .....</b>	<b>19</b>
<b>13 INTERESTED PERSONS.....</b>	<b>19</b>
<b>14 MATERIAL CONTRACTS .....</b>	<b>21</b>
<b>15 PENDING PROCEEDINGS.....</b>	<b>22</b>
<b>16 ISSUE EXPENSES .....</b>	<b>22</b>
<b>17 OTHER TERMS OF OFFER AND UNITS.....</b>	<b>22</b>
<b>18 FINANCIAL STATEMENTS AND AUDITOR'S REPORT .....</b>	<b>26</b>
<b>19 PLACES OF INSPECTION OF DOCUMENTS.....</b>	<b>26</b>
<b>20 OTHER MATERIAL MATTERS .....</b>	<b>26</b>
<b>21 MANAGER'S STATEMENT .....</b>	<b>29</b>
<b>22 UNIT TRUSTEE'S STATEMENT.....</b>	<b>30</b>
<b>APPENDIX 1 – AUDITOR'S REPORT .....</b>	<b>31</b>
<b>APPENDIX 2 – SUMMARY FINANCIAL STATEMENTS .....</b>	<b>34</b>

All legislation referred to in the prospectus can be viewed online at [www.legislation.govt.nz](http://www.legislation.govt.nz). A signed copy of this prospectus has been delivered to the Registrar of Financial Service Providers for registration under section 42 of the Securities Act.

The Securities Regulations 2009 (Regulations) apply to the offer of units in the Fisher Funds Trans Tasman Fund (formerly First NZ Capital Abacus Alpha Fund) under this prospectus. The numbering used in this document corresponds with Schedule 4 of the Regulations.

## **1 DESCRIPTION OF THE UNIT TRUST**

1.1 This prospectus offers units in the following unit trust:

Fisher Funds Trans Tasman Fund (formerly First NZ Capital Abacus Alpha Fund) (the Fund);

1.2 The Fund was established under the Trust Deed for the First NZ Capital Abacus Unit Trusts dated 5 July 2005, as amended by the deed of amendment dated 18 September 2007 and as amended and replaced by the deed of amendment dated 18 October 2010 (Trust Deed) in Auckland, New Zealand.

1.3 The Fund will terminate in accordance with the provisions of the Trust Deed. The Manager may notify the Trustee in writing that the Fund is to be terminated at any time after the commencement of the Fund. Three months after receipt of the notice by the Trustee, the Fund will terminate unless the Trustee and the Manager reach an agreement to do otherwise.

The Fund can also be terminated on the date the Manager is removed, if the Manager does not approve the Fund continuing or at such other date that the Manager decides.

1.4 The units offered under this prospectus are units in the Fund described under paragraph 1.1. The beneficial interest in the assets of the Fund is divided into units (Units). All Units in the Fund are of equal value and confer an equal interest. A Unit in the Fund does not confer any interest in any particular part of the Fund or in any particular asset of the Fund.

1.5 There is no maximum number or amount of units that may be issued in the Fund.

1.6 Units in the Fund are generally issued at the next unit selling price calculated after acceptance by or on behalf of the Manager of a completed Application Form and application monies.

The unit selling price is calculated by dividing the net asset value of the Fund by the number of units on issue and adding any amount determined by the Manager (at its absolute discretion, and which may be nil if the Manager so decides) which would be incurred if the application monies were applied in securing investments for the Fund. The unit selling price is calculated to four decimal places and excludes any Portfolio Investment Entity (PIE) tax liability for the Fund. The Fund is priced daily.

1.7 At the date of this prospectus no fees are payable for investment in or withdrawal from the Fund. The Manager may introduce entry, exit or other fees in the future on written notice to Unit Holders and in accordance with the Trust Deed.

If a Unit Holder invests in the Fund through a financial adviser, they may deduct an entry fee as their commission. See paragraph 13.1.1 for more information.

1.8 There are no opening or closing dates for the offer of units in the Fund.

## 2 MANAGERS AND PROMOTERS

- 2.1 The manager of the Fund is Fisher Funds Management Limited (Manager). The Manager was incorporated in New Zealand under the Companies Act 1993 on 9 April 1998. Prior to 17 October 2010, First NZ Capital Investment Management Limited was the manager and promoter of the Fund.

The name and address of the Manager is:

Fisher Funds Management Limited  
Level 2, 93-95 Hurstmere Road  
Takapuna  
AUCKLAND 0622

Applications, notices and other communications to the Manager should be sent to the following address:

Fisher Funds Management Limited  
PO Box 33-549  
Takapuna  
AUCKLAND 0740

The name and address of each director of the Manager is:

Carmel Miringa Fisher  
17 Clifton Road  
Takapuna  
AUCKLAND

Hugh Gladstone Fisher  
17 Clifton Road  
Takapuna  
AUCKLAND

Sir John Wells KNZM  
173 Victoria Avenue  
Remuera  
AUCKLAND

Francis Ivor Charles Jasper  
9 Arthur Street  
Ponsonby  
AUCKLAND

Hugh Richmond Lloyd Morrison CNZM  
97 The Terrace  
WELLINGTON

- 2.2 The Manager has no ultimate holding company.
- 2.3 The Manager also manages the Fisher Funds Fledgling Fund, the Fisher Funds New Zealand Growth Fund, the Fisher Funds Australian Growth Fund, the Fisher Funds International Growth Fund, the Fisher Funds High Income Fund and the Fisher Morrison Infrastructure Fund. These funds are primarily for retail investors with less than \$300,000 to invest.

The Manager also manages the Fisher Funds Premium New Zealand Fund, the Fisher Funds Premium Australian Fund, the Fisher Funds Premium International Fund and the Fisher Morrison Premium Infrastructure Fund. These funds have the same

investment objectives as the Growth Funds and the Fisher Morrison Infrastructure Fund respectively but are for investors with NZ\$300,000 or more to invest.

The investment manager for the Fisher Morrison Infrastructure Fund and the Fisher Morrison Premium Infrastructure Fund is Morrison & Co Wealth Management Limited.

The Manager also manages the Fisher Funds KiwiSaver Scheme (Scheme), which is a unitised superannuation scheme established under the KiwiSaver Act 2006.

The assets of any of the other funds or the Scheme managed by the Manager cannot be used to meet the liabilities of the Fund.

- 2.4 There is no promoter of the offer of the Units in the Fisher Funds Trans Tasman Fund.
- 2.5 The Manager is responsible for the investment management and administration of the Fund.
- 2.6 Neither the Manager nor any of its directors (including all directors of the Manager in the five years preceding the date of this prospectus) have been:
- (a) adjudged bankrupt or insolvent;
  - (b) convicted of any crime involving dishonesty;
  - (c) prohibited from acting as a director of a company; or
  - (d) placed in statutory management, voluntary administration, liquidation or receivership.

### **3 REGISTRAR, CUSTODIAN, AUDITOR, ADVISERS, AND EXPERTS**

- 3.1 The Fund Services Division of Trustees Executors Limited (Registrar) is the Registrar of the Fund, and also provides custody and investment accounting services. The Registrar's address is:

Trustees Executors Limited  
Level 5  
10 Customhouse Quay  
PO Box 409  
WELLINGTON 6011

The name and address of the custodian of the assets of the Fund is:

T.E.A. Custodians Limited  
Level 5  
10 Customhouse Quay  
PO Box 409  
WELLINGTON 6011

The name and address of the auditor of the Fund is:

KPMG  
18 Viaduct Harbour Avenue  
Auckland

3.2 The name and address of the solicitors for the Fund is:

Chapman Tripp  
Level 35  
23-29 Albert Street  
PO Box 2206  
AUCKLAND

3.3 There are no experts named in this prospectus.

#### 4 **INDEPENDENCE OF UNIT TRUSTEE AND ANY CUSTODIANS**

The Trustee, Custodian and Registrar are independent of the Manager and its directors.

#### 5 **UNIT TRUSTEE**

5.1 The name and address of the Trustee of the Fund is:

Trustees Executors Limited  
Level 12  
45 Queen Street  
AUCKLAND 1010

PO Box 4197  
Shortland Street  
AUCKLAND 1140

The name of each director of the Trustee is:

Rt. Hon James Brendan Bolger, ONZ,  
Te Kuiti, New Zealand

Paul Raymond Shelley Hocking BMS, CA, CSAP  
Martinborough, New Zealand

Deepak Kumar Gupta, BCA, MBA, FCFIP,  
Wellington, New Zealand

Peter Andrew Metz, BS, MBA, CPA  
New York, United States of America

Any of the directors of the Trustee may be contacted at:

Trustees Executors Limited  
Level 12  
45 Queen Street  
Auckland 1010

5.2 The Trustee was incorporated in New Zealand in 1881 under the Joint Stock Companies Act 1860. On 1 May 2002 in New Zealand, Trustees Executors Limited's status as a statutory trustee company was reconfirmed under its own Act of Parliament, the Trustees Executors Limited Act 2002.

5.3 The Trustee's ultimate holding company is Sterling Grace (NZ) Limited, incorporated in New Zealand on 30 July 2003.

- 5.4 Under the Trust Deed, the Trustee and the Manager are indemnified out of the assets of the Fund from and against any expense or liability that may be incurred in performing any of their respective duties or exercising any of their respective powers in relation to the Fund or otherwise relating to the Fund, including any liability arising in respect of any investment statement, prospectus or memorandum in respect of units in the Fund. The Trustee and Manager may recover any liability from Unit Holders which has arisen in respect of their units, except when the expense or liability has arisen in respect of the Trustee's or the Manager's (as the case may be) own negligence or for a breach of trust where the Trustee has failed to show the degree of care and diligence required of it.
- 5.5 The Trustee does not guarantee the repayment of units in the Fund, or the payment of any earnings on any unit in the Fund.

## 6 DESCRIPTION OF UNIT TRUST AND ITS DEVELOPMENT

- 6.1 The Fund has been established on 5 July 2005 under the Trust Deed for the First NZ Capital Abacus Unit Trusts as amended and replaced by deeds of amendment dated 18 October 2010 and 3 March 2011 (Trust Deed) respectively, and conditions of establishment for the Fund that are supplemental to the Trust Deed.

### 6.2 SUMMARY OF THE PRINCIPAL TERMS OF THE TRUST DEED

#### 6.2.1 Creation of Trust

The Trustee agrees to hold the assets of the Fund in trust for the Unit Holders on the terms and conditions under the Trust Deed and the conditions of establishment. Nothing in the conditions of establishment or Trust Deed confers on any Unit Holder any right, title or claim to the assets of the Fund other than that of which they are Unit Holders.

#### 6.2.2 Issue of Units

The Manager, at its discretion, may accept or refuse to accept in whole or in part any application or postpone the processing of the application pending receipt of cleared funds. The Manager is not required to give any reasons for a refusal or a postponement. Where the Manager declines an application in whole, or in part, the Manager will repay the declined investment to the applicant, without interest.

At the date of this prospectus the minimum investment amounts for the Fund are:

Minimum initial investment (and investment balance)	\$25,000
Minimum regular investment amount	\$500
Minimum additional investment amount	\$5,000

The Manager may vary the investment minimums at its discretion.

Applications for the units in the Fund should be made in accordance with the instructions in the investment statement relating to the offer and using the Application Form and (if applicable) the Direct Debit Form that accompanies the investment statement.

#### 6.2.3 Withdrawal of Units

Subject to the minimum investment balance requirements, Unit Holders may withdraw all or part of their investment in the Fund at any time by completing a

written request and providing it to the Registrar. Withdrawals will be processed as direct redemptions unless otherwise agreed with the Manager.

The current minimum withdrawal that may be made from the Fund under a withdrawal request is units to the value of \$5,000 (unless the withdrawal request relates to all units held by a Unit Holder).

If a withdrawal request would result in a Unit Holder holding units in the Fund with a value of less than the minimum investment balance (currently \$25,000), the Manager may request the Trustee to withdraw all of their units in the Fund.

Units will generally be withdrawn at the unit withdrawal price which is calculated by dividing the net asset value of the Fund by the number of units on issue, and deducting any amount determined by the Manager (in its absolute discretion, and which may be nil if the Manager so decides) on account of the estimated costs which would be incurred if investments of the Fund sufficient to repay the withdrawal request were realised. The unit withdrawal price is calculated to four decimal places and excludes any PIE tax liability for the Fund. The Fund is priced daily.

A withdrawal request is only effective on a business day and must be made in a form and manner that is acceptable to the Manager. A withdrawal request is irrevocable once given.

Withdrawal payments will be deposited to the Unit Holder's bank account, as detailed on the withdrawal request.

While the Fund is a PIE, Unit Holders will not be subject to any tax on withdrawals. However, an adjustment may be made to the units or withdrawal proceeds of a Unit Holder on withdrawal to reflect any PIE tax paid by the Fund in respect of that Unit Holder (refer 17.1 for more information).

A minimum investment balance of \$25,000 must be maintained. If a Unit Holder's investment balance in the Fund falls below this minimum the Manager may, after giving not less than 30 days' written notice of its intention to do so, withdraw that Unit Holder's holding in the Fund with effect as at the date of expiry of the Manager's notice as if a withdrawal request had then been received from the Unit Holder.

While it is intended that withdrawals will be processed at the next available unit price after they are received, the Trustee may require up to five days' notice of a withdrawal. Where units have been paid for by cheque, the Manager shall be under no obligation to withdraw those units until the proceeds of that cheque have been cleared.

#### **6.2.4 Suspending Withdrawals**

If a withdrawal request, or a series of withdrawal requests, in respect of the Fund are received within a period of three months that relate to more in total than 2.5% of the number of units on issue at the time of the request or the last request, and the Manager considers it is in the general interests of all Unit Holders in the Fund to defer immediate withdrawal of the total units requested in accordance with the Trust Deed, the Manager may defer immediate withdrawal of the total units requested; and withdraw those units by instalments over a period determined by the Manager or in total at the expiration of a period determined by the Manager. There is no limit to the period the Manager may determine.

Where such requests, within a three month period, relate to more than 10% of the number of units on issue in the Fund at the time of request or last request, the Manager may, on notifying the Trustee, suspend the right of Unit Holders in the Fund to make withdrawal requests.

The Manager may also suspend withdrawal requests where the Manager determines the withdrawal is not practicable, would or may be prejudicial to the general interests of Unit Holders in the Fund, or is not desirable for the protection of the Fund (for example, if it would threaten the Fund's status as a PIE). There is no limit to the suspension period the Trustee may agree to.

#### **6.2.5 Joint Holders**

If two or more persons are registered as the holders of any unit for the purposes of the administration of the Fund, they are deemed to hold the same as joint tenants or as joint tenants in trust for themselves or as tenants in common with the benefit of survivorship.

#### **6.2.6 Certificates**

Where certificates are required to be issued under any relevant legislation, the certificates will be issued as soon as practicable, but not later than one month after the entry of a person's name on the register of the Fund.

#### **6.2.7 Transfer of Units**

A unit may be transmitted or transferred. The instrument of transfer must be in writing or may be made electronically or in any usual or common form which the Manager approves. The instrument of transfer must be signed by both the transferor and transferee. The transferor remains the holder of those units until the transfer of those units is entered in the register.

The register of the Fund may be closed during such times as the Manager thinks fit, with the approval of the Trustee, but not exceeding 30 days in aggregate each year.

No transaction or dealing in units will be registered unless the Unit Holder has paid all duties, tax (including GST) and other commissions, fees and charges in respect of the transaction or any prior transaction.

See paragraphs 6.2.8 and 17.1 for an explanation of the tax related consequences which may arise on a transfer.

#### **6.2.8 Switching between Funds**

Subject to the relevant investment minimums, a Unit Holder may switch all or part of their investment from the Fund to another fund managed by Fisher Funds at the discretion of the Manager and upon completion of the relevant application form and payment of any switching fee. At the date of this prospectus the Manager does not charge any fee for switching between funds.

An application to switch must be in a form approved by the Manager and will be effected as if it were both a withdrawal request and an application for units. The switching price is determined by calculating the unit withdrawal price and applying it (less any adjustment to be made for PIE tax paid by a Fund in respect of the Unit Holder) to the purchase of units in the specified fund (see paragraph 6.1). Refer to paragraph 17.1 and following for an explanation of the tax related consequences which may arise on a switch.

At the date of this prospectus the minimum value of units which may be switched between the funds as a single switch is \$5,000. The minimum switch value may be changed by the Manager from time to time.

If accepted, a switch will be effected as soon as practicable following receipt of an application to switch by the Manager. The Manager may reject any application for a

switch. The Manager will notify the Unit Holder of any rejection within seven days of receipt of the application.

#### **6.2.9 Transmission of Units**

On the death of a Unit Holder, the executor or administrator of the deceased, or in the case of the death of a joint Unit Holder, the survivor or survivors, will be the person or persons recognised by the Manager as having any title to the units registered in the name of that Unit Holder. If that Unit Holder has sold any of their units and has delivered to the transferee a transfer of the units and that transfer is not registered before the death of that Unit Holder, the Registrar may register that transfer, notwithstanding that the Registrar at the time of registration had notice of that Unit Holder's death.

#### **6.2.10 Management of the Trust**

The Fund is managed and administered by the Manager who has the power, among others, of investment and delegation.

#### **6.2.11 Borrowing Powers**

The Trustee has the power to, and must if directed by the Manager:

- (a) borrow or raise money from any person (including a Unit Holder);
- (b) enter into any form of credit facility or other accommodation or sell, discount and deal with bills of exchange, promissory notes and other securities; or
- (c) charge the investments of the Fund or any of them as security for any monies borrowed or raised for the purpose of requiring further capital investments for the Fund.

Subject to the provisions of the Trust Deed, the Trustee may borrow up to 40% of the value of the assets of the Fund. The Trustee may refuse to act on any borrowing direction of the Manager where the Trustee is of the opinion that such borrowing is manifestly not in the interests of the Unit Holders.

#### **6.2.12 Manager's and Trustee's Powers**

The Manager may make all decisions relating to investments by the Fund and has established an Investment Policy which is outlined in paragraph 6.5. While the Trust Deed does not place any restriction on investments, the Investment Policy stipulates the Manager's investment style and approach. Investments may include equity securities, unlisted securities, derivatives, cash, mortgage and bank securities, unlisted debt, pooled or unitised funds and any other investment permitted by the Trustee from time to time. The Manager does not have any duty or obligation to acquire, dispose of or diversify investments of the Fund other than to the extent that those factors arise in giving effect to the Investment Policy of the Fund.

The Fund's Investment Policy may be changed by the Manager with the approval of the Trustee in accordance with the Trust Deed. The Manager must give at least 30 days' written notice to the Unit Holders of the Fund before effecting any alterations to the Investment Policy which would materially affect existing Unit Holders.

The Trustee is not, in carrying out its duties, required to exercise any care, diligence or skill in respect of the investment of the Fund, other than to monitor the Manager's obligations in respect of the Investment Policy of the Fund.

Neither the Trustee nor the Manager is responsible to the Fund or any Unit Holder for the investment performance of the Fund arising as a result of the Investment Policy of the Fund.

The Manager may only do one of the following where the Manager has certified to the Trustee that the particular arrangement or transaction is on reasonable commercial terms or the Trustee has agreed to that arrangement or transaction:

- (a) cause any monies of the to be invested or lodged with the Manager or any related party;
- (b) sell, purchase or otherwise dispose of or acquire any asset or investment to or from the Manager or any related party; or
- (c) enter into any contract, agreement or other arrangement with any related party of the Manager to provide management or consultancy services or any other services that the Manager considers desirable.

Neither the Manager nor any related party is liable to account to the Trustee or any Unit Holder for any profit arising from any such transaction.

#### **6.2.13 Amendment of Authorised Investments**

The Trustee and Manager may vary the definition of authorised investments for the Fund where they agree it is in the interests of Unit Holders and where:

- (a) the Manager has notified all Unit Holders of the Fund in accordance with relevant law; and
- (b) where Unit Holders holding not less than 10% of the number of units in the Fund in existence at the date of posting the statement do not give notice of their intention to call a meeting of the Unit Holders within 30 days of the date of posting the statement.

In relation to material amendments made to the Trust Deed the Manager will forward to all Unit Holders a summary of all the amendments made.

#### **6.2.14 Disclosure of Relevant Interests in Units**

A person will have a Relevant Interest in units if they are the beneficial owner of units, have any other beneficial interest therein (whether present, future, vested or contingent), have the power (whether direct or indirect) to exercise or control the exercise of the right to vote in respect of units, or have the power to dispose of or to control the exercise of the right to dispose of units.

The Manager may make a written request to a Unit Holder, to provide the Manager (within 14 days) with full details of that Unit Holder's Relevant Interest in units, the reason they have that Relevant Interest, and details regarding other persons who the Unit Holders knows, also hold a Relevant Interest in the units.

If the Unit Holder fails to respond, the Manager may, by written notice to the Unit Holder, require the withdrawal of the units or any part thereof within such time as is specified in the notice. If the units are not withdrawn in accordance with the notice, the Manager may compulsorily withdraw the units at the unit repurchase price on a date or dates nominated by the Manager and approved by the Trustee.

#### **6.2.15 Income and Income Entitlements**

Before the determination of income entitlements at the end of a distribution period, the Manager may capitalise and retain as an asset of the Fund the whole or any part of the income of the Fund.

If the Manager determines that the Fund will make a distribution, the Manager must determine the amount of income available for distribution for that distribution period. The total of income entitlements of a Unit Holder for a distribution period is calculated by taking the income available for distribution, dividing that figure by the number of units on issue at the end of the last day of that distribution period and multiplying that number by the number of units held by the Unit Holder at the end of the last day of the distribution period.

If applicable, the Fund may elect to deduct from a Unit Holder's distribution an amount equal to the PIE tax (if any) paid by the Fund in respect of that Unit Holder. In such a case, Unit Holders may receive differing net distributions. Currently however the Fund intends to reflect any PIE tax by adjusting the units held by Unit Holders and not by making deductions from distributions.

At the date of this prospectus it is the Manager's intention that no income distributions will be made by the Fund.

#### **6.2.16 The Trustee and the Manager**

The Trustee must exercise care, diligence and skill in carrying out its functions and duties under the Trust Deed and keep the Fund separate from all other assets, investments and other property vested or held by the Trustee. The Trustee must hold the assets of the Fund on behalf of the Unit Holders.

The Trustee is entitled to be paid out of the Fund an annual fee as set out in the Fund's conditions of establishment or as agreed with the Manager (see paragraph 13.1.3). Subject to approval of the Manager, the Trustee may at any time and from time to time alter the amount of the annual fee by giving at least three months' notice to that effect to all Unit Holders of the Fund. In addition to any fees, the Trustee is entitled to receive any goods and services tax or duty in respect of such fee.

The Manager must use its best endeavours to ensure that the Fund is carried on in a proper and efficient manner in accordance with the provisions of the Trust Deed and its conditions of establishment.

The Manager is entitled to be paid a management, administration and performance fee in respect of the Fund as set out in the conditions of establishment or as advised to the Trustee in writing (see paragraph 13.1.2).

The Manager is entitled to alter the amount of any fee by giving at least three months' prior notice to that effect to all Unit Holders of the Fund, subject to the approval of the Trustee (not to be unreasonably withheld). The Manager is entitled to receive in addition to such fee, any goods and services tax or duty payable in respect of any fee.

#### **6.2.17 Removal and Retirement of Manager**

The Manager will cease to hold office as Manager of the Fund if:

- (a) the Manager is removed by the High Court on the application of the Trustee, any Unit Holder in the Fund or the Financial Markets Authority;
- (b) the Trustee certifies that it is in the interests of Unit Holders of the Fund that the Manager should cease to hold office;
- (c) the Unit Holders direct that the Manager should cease to hold office by a section 18 resolution under the Unit Trusts Act 1960 or by extraordinary resolution; or

- (d) the Manager has a receiver appointed or if an order is made or a resolution passed for the liquidation or winding up of the Manager.

The Manager may retire at any time on giving 90 days' written notice to the Trustee of the Manager's intention to do so. The Manager is not required to give any reason for its intention to resign. No retirement will take effect until a new manager has been appointed and has executed a deed appointing that new manager. The Manager may retire at any time and appoint a related company in its place without notice to Unit Holders. The related company must enter into a deed appointing that related company as manager.

The Manager will be entitled to recover from the Fund a termination fee on the termination of its appointment, except in the case where the Fund has been put into receivership, liquidation or is being wound up, the Manager retires on giving 90 days' written notice to the Trustee, or the Manager retires and appoints a related company in its place.

#### **6.2.18 Removal and Retirement of Trustee**

The Trustee may be removed from office as trustee by the High Court on the application of the Manager or the Minister of the Crown for the time being responsible for the administration of the Unit Trusts Act 1960 (Minister). A trustee who is appointed by the Minister may be removed by the Minister.

The Trustee may retire at any time on giving 90 days' notice in writing to the Manager of the Trustee's intention to retire. The Trustee may retire subject to the appointment of a new trustee and the transfer to the new trustee of all the investments and all other property or assets of the Fund. The Trustee is not required to give any reason for its intention to resign.

#### **6.2.19 Reimbursement of Expenses**

All expenses reasonably and properly incurred by the Trustee or the Manager in connection with the Fund, or in performing their respective obligations under the Trust Deed and the conditions of establishment of the Fund are payable or reimbursable from the Fund. This includes, without limitation, expenses connected with:

- (a) the formation of the Fund, the acquisition, registration, custody, disposal of or other dealing with investments of the Fund, including bank charges and stamp duty and the expenses of any agents or nominated person or the Manager, both within and outside New Zealand;
- (b) the fees and expenses of the auditor;
- (c) all taxes, duties and imposts, disbursements in connection with the Fund or the investments or any account whatsoever;
- (d) interest and other expenses relating to borrowings, discounts and other fees in respect of bill facilities and security transactions;
- (e) convening and holding any meeting of Unit Holders;
- (f) postage costs in respect of all cheques, accounts, distribution statements, investment statements and prospectuses or any memoranda, notices, quarterly and other reports and other documents posted to Unit Holders under the Trust Deed;
- (g) all legal, accounting, valuers fees and the fees of other persons engaged by the Manager or Trustee in the discharge of their duties in relation to the Fund;

- (h) preparing and printing investment statements, prospectuses, certificates, accounts, distribution statements and cheques;
- (i) maintaining the register; and
- (j) all other costs or expenses properly and reasonably incurred by the Trustee or the Manager in connection with carrying out their respective duties under the Trust Deed.

#### **6.2.20 Limitation of Responsibilities**

Subject to the Unit Trusts Act 1960, the Trustee and the Manager will be indemnified out of the assets of the Fund from and against any losses, expense or liability that may be incurred in performing any of their respective duties or exercising any of their respective powers in relation to the Fund or otherwise relating to the Fund, including any liability arising in respect of any investment statement, prospectus or memorandum in respect of units in the Fund, and may recover any liability from Unit Holders which has arisen in respect of the units, except to the extent that any such expense or liability is caused by the failure of the Manager or the Trustee (as the case may be) to show the degree of care and diligence required by section 24 of the Unit Trust Act 1960.

The Trustee is not bound to make any payment to Unit Holders of the Fund except out of the Fund and will not be liable to Unit Holders to any greater extent than the investments, cash and other property vested in or received by the Trustee for the Fund, except in the case of fraud or dishonesty or unless the Trustee has failed to show the degree of care and diligence required of a trustee.

#### **6.2.21 Meetings**

The Manager must summon a meeting of Unit Holders of the Fund on the request in writing of the Trustee, or of not less than 10% in number of the Unit Holders, or of a Unit Holder or Unit Holders holding not less than 10% of the number of units on issue in the Fund at the date of such request. The Manager may at any time, of its own volition, convene a meeting of Unit Holders.

#### **6.2.22 Alterations to the Trust Deed or Conditions of Establishment**

The Trustee and the Manager may agree to make any modification, variation or addition to the provisions of the Trust Deed and/or the Fund's conditions of establishment if:

- (a) in the opinion of the Trustee, it is made to correct a manifest error or is of a formal administrative or technical nature;
- (b) in the opinion of the Trustee, it is necessary or desirable for the more convenient, economical or advantageous working, management or administration of the Fund or for safeguarding or enhancing the interests of the Fund or Unit Holders and is not, or not likely to become prejudicial to the interests of the Unit Holders generally;
- (c) it is authorised by an extraordinary resolution;
- (d) it is authorised under the Trust Deed in relation to varying the definition of Authorised Investments;
- (e) it is required by or in consequence of any amendment or repeal and/or replacement of any Act or any other relevant legislation or where, in the reasonable opinion of the Manager, such amendment is necessary or desirable to maintain the status of the Fund as a PIE under the PIE legislation or other

relevant legislation or to permit and to operate more efficiently under such legislation;

- (f) it is required to enable the units of a unit trust to be listed on an exchange;
- (g) it is made to alter an investment policy; or
- (h) 30 days' prior notice in writing is given to Unit Holders.

The Trustee and the Manager must vary the Fund's conditions of establishment if the Manager gives notice to the Unit Holders in a form approved by the Trustee, setting out the details of the proposed variation and either:

- (i) Unit Holders holding not less than 10% of the number of units on issue at the date of giving the notification, do not within 30 days of the sending of the notice, give notice of their intention to call a meeting of Unit Holders regarding the proposed variation, or having given such notice that Unit Holders at such meeting do not reject, by extraordinary resolution, the proposed variation; or
- (j) Unit Holders who oppose the proposed variation are offered the opportunity to sell or redeem all their units at the then current withdrawal price (without deduction of any exit fee) before the variation takes place.

#### **6.2.23 Procedure on Winding Up**

All monies arising from the sale and realisation of the investments and assets of the Fund will be held and applied by the Trustee as follows:

- (a) first, in payment or retention of all costs, charges, expenses, claims and liabilities incurred (including contingent liabilities) and tax incurred in connection with the Fund, and payments made by or on behalf of the Trustee or the Manager and payable from the Fund and of all remuneration payable to the Trustee and the Manager as provided for in the Trust Deed;
- (b) secondly, in payment or distribution to the Unit Holders (including holders of fractional units) of the Fund in proportion to their respective holdings of units at the time of distribution (subject to any adjustment for PIE tax paid by the Fund in respect of particular Unit Holders);
- (c) if, in the opinion of the Trustee, it shall be expedient to do so, the Trustee may make interim payments or distributions on account of the monies to be distributed;
- (d) each distribution will be made only against delivery to the Trustee of such form of receipt and discharge as may be required by the Trustee.

#### **6.2.24 Consequences of Insolvency**

Subject to any payment that is required to be made under the indemnity by Unit Holders described in paragraph 7, Unit Holders will not be required to pay any money in addition to the amount they have invested nor will they have any liability to any person should the Fund or the Manager become insolvent.

If the Fund is wound up, the secured and general creditors of the Fund will rank ahead of Unit Holders for repayment. Unit Holders will receive a proportionate share of assets of the Fund after all creditors' expenses including, without limitation, the expenses of any agents, solicitors, auditors or persons employed in connection with the winding up of the Fund and any outstanding fees (including remuneration payable to the Manager and Trustee) have been paid. The claims of Unit Holders will rank equally (subject to any adjustment for PIE tax paid by the Fund in respect of particular Unit Holders).

### 6.2.25 Distributions

At the date of this prospectus, it is the Manager's intention that income will only be reflected in the unit price of the Fund and will not be distributed. Realised and unrealised gains and losses are reflected in the unit price of the Fund.

In the future, if the Manager elects to make distributions from the Fund, then the Manager will determine the date or dates of allocation and distribution of entitlements and the distribution period or periods to which entitlements relate. Any allocation and distribution will be made within 60 days after the last day of the distribution period, or as soon as possible after completion of the audit relating to the distribution period if that audit has not been completed.

### 6.2.26 Payments to Unit Holders

Any monies payable by the Trustee or the Manager to a Unit Holder may be paid either by cheque that is crossed 'not transferable account payee only' and made payable to the Unit Holder or his agent or other authorised person or credited to any bank account nominated by the Unit Holder. The money may also be given or sent through the post to the Unit Holder or his agent or other authorised person.

If the Manager decides to pay any monies by direct bank credit, the Manager is entitled to deduct from the Unit Holder's entitlement, postage, bank transaction charges and any other costs or expense in respect of the payment.

### 6.3 Restrictions on Investments

There are no restrictions on investment of the Fund, as the Trustee and Manager can agree to changes to the Investment Policy and objectives of the Fund from time to time. Subject to that, the Manager must invest the Fund in accordance with its Investment Policy. The Fund also has to meet certain investment restrictions to remain eligible to be a PIE (although these do not generally impact on the Fund's investment strategy).

An explanation of the means by which changes can be made to the Investment Policy and objectives of the Fund is outlined in paragraph 6.2.13.

### 6.4 Investment Activities

Since its inception in July 2005 the Fund has accepted applications and issued units to a number of new Unit Holders. The Fund's portfolio has consequently grown and changed over time as investments have been bought and sold.

The Fund has employed an aggressive, opportunistic, active investment style when selecting equities. The Manager invests in quality companies with favourable prospects as well as actively trading the portfolio to exploit mispricing and other opportunities arising from volatility and developments in the Australasian equity markets.

The investment objectives and policy of the Fund is described in paragraph 6.5.

### Material Developments

In accordance with provisions in the Trust Deed, on 18 October 2010:

- (a) First NZ Capital Investment Management Limited retired as manager of the Fund and appointed FF First Limited, a related company, as manager;
- (b) All of the shares in FF First Limited were then sold to Fisher Funds Management Limited; and

- (c) FF First Limited retired as manager of the Fund and appointed Fisher Funds Management Limited, a related company, as manager of the Fund.

## 6.5 **Investment Policy and Objectives**

### **Objective**

The Fund is a high conviction fund which typically means holding fewer stocks and taking larger positions relative to the benchmark. It is also an absolute return fund designed to provide superior returns to the market over the medium term through active investment primarily in New Zealand and Australian listed equities.

### **Benchmark**

NZX50 Index

### **Policy**

In the search for superior returns the Fund employs an opportunistic, active investment style when selecting equities. The Manager invests in quality companies with favourable prospects as well as actively trading the portfolio to exploit mispricing and other opportunities arising from volatility and developments in the Australasian equity markets.

The Fund's investment style is not index driven, but instead reflects a flexible approach to investing in companies in which the Manager has high conviction and sees the opportunity to deliver superior returns; the higher the conviction in a particular company, the higher the weighting that company's shares will have in the Fund.

While the Fund is primarily an Australasian equities fund investing in selected equities listed on the New Zealand and Australian stock exchanges, the absolute return nature of the Fund allows the Fund to invest in derivatives, to enter into foreign exchange agreements to either hedge currency exposure or to enhance returns, as well as having the flexibility to retreat to cash should the Manager view this as being in the best interests of investors to help preserve the capital invested.

Generally markets are efficient. However, from time to time, inefficiencies may occur. In such instances, tactical positions may be taken within set guidelines to take advantage of these occurrences.

The value of units in the Fund will fluctuate according to the changing value of the assets in which it has invested.

The price to be paid in respect of each unit in the Fund is the selling price. The method for calculating the selling price is described in paragraph 1.6. The Fund is priced daily.

## 6.6 **Investment Performance**

The following table shows the investment performance of the Fund from 1 July 2006 through to 31 March 2011<sup>1</sup>. The returns shown are calculated as the change in unit price of the Fund and are after fees and before any PIE tax after 1 October 2007 and after all taxes prior to 1 October 2007. These represent the actual return to any investor on 0% portfolio investor tax rate.

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<sup>1</sup> Past performance is not a reliable indicator of future performance.

From	To	Return	Benchmark NZX50	Return Relative to Benchmark
1 July 2010	31 March 2011*	+31.50%	+16.02%	+15.48%
1 July 2009	30 June 2010	+8.2%	+6.29%	+1.91%
1 July 2008	30 June 2009	-12.87%	-12.47%	-0.40%
1 July 2007	30 June 2008	-0.70%	-24.55%	+23.85%
1 July 2006	30 June 2007	+9.56%	+18.08%	-8.52%

\* Note that the period is for 9 months and not a full year. This reflects a change of accounting period from 1 July to 30 June annually to 1 April to 31 March annually to bring the Trans Tasman Fund into line with other Fisher Funds unit trusts.

- 6.7 See paragraph 6.2.25 for a description of the Fund's distributions policy.
- 6.8 Neither the Manager, the Investment Manager, the Trustee nor any other person guarantees or provides any undertaking in relation to:
- (a) the return of the capital invested by a Unit Holder in the Fund;
  - (b) the payment of any return on capital, or provision of any distribution, or payment of any money, in relation to the Fund; or
  - (c) the performance of the Fund.

## 7 UNIT HOLDER LIABILITY

Each Unit Holder indemnifies the Trustee and the Manager in respect of any taxation amount paid or payable by the Manager or the Trustee in respect of that Unit Holder which cannot be recovered by way of adjustment of their unit holding or distribution entitlements.

Other than in respect of any tax liability of that Unit Holder, or as provided for in the Trust Deed, no Unit Holder is liable personally for any debt or liability (contingent or otherwise) of the Fund or liable to indemnify the Manager for debts or liabilities of the Fund. Unit Holders are not partners and in acting as the Manager under the Trust Deed the Manager is not an agent of Unit Holders, nor does it have the power to incur liabilities on behalf of Unit Holders.

## 8 SUMMARY OF THE FINANCIAL STATEMENTS FOR THE FISHER FUNDS TRANS TASMAN FUND

Appendix 2 of this Prospectus contains a summary of the financial statements for the Fund. The amounts stated in the Summary of Financial Statements are taken from the audited Financial Statements that comply with, and have been registered under, the Financial Reporting Act 1993. The Auditor's Report in respect of the Financial Statements is unqualified and unmodified and does not refer to a fundamental uncertainty.

9 **MINIMUM SUBSCRIPTION**

There is no minimum amount which must be raised by the issue of units in the Fund under this prospectus.

10 **GUARANTORS**

No person, including the Trustee, the Manager or any of their respective directors guarantees the repayment of units in the Fund or the payment of any earnings or returns on units in the Fund.

11 **ACQUISITION OF BUSINESS OR EQUITY SECURITIES**

No business or unlisted equity securities have been acquired by the Fund in the 2 years prior to the date of this prospectus.

12 **OPTIONS AND UNITS PAID UP OTHERWISE THAN IN CASH**

No options to subscribe for units have been, or are intended to be, issued at the date of this prospectus. Under the Trust Deed, units may be issued for non-cash consideration in certain circumstances, subject to the Manager's discretion; however no such units have been, or are intended to be, issued at the date of this prospectus.

13 **INTERESTED PERSONS**

13.1.1 **Entry and Exit Fees**

At the date of this prospectus the Manager does not charge any entry fee on initial and subsequent investments in the Fund.

There are currently no exit fees for withdrawing from the Fund.

The Manager may introduce entry, exit or other fees in the future on written notice to Unit Holders and in accordance with the Trust Deed.

If you invest through your financial adviser, they may deduct an entry fee. Any such entry fee would be agreed between you and your financial adviser, and would be paid to your adviser as commission prior to making your investment in the Fund.

13.1.2 **Manager's Fees**

The Manager is currently paid a management fee of 1.0% per annum of the gross asset value of the Fund. The Manager's fee is accrued on the daily value of the Fund's assets and is paid monthly in arrears.

From its management fee, the Manager may pay an annual service trail fee to your financial adviser.

The Manager may also be paid a performance fee from the Fund based on the Fund exceeding the performance target of 10% (pre-tax) return per annum.

The performance fee is equal to 15% of the amount by which the change in unit price of the Fund (after the deduction of the 1.0% management fee and expenses but before tax) exceeds the 10% (pre-tax) return per annum performance target. The performance fee is accrued and adjusted on a monthly basis and paid annually

in arrears. It is calculated using the unit price as at end of June each year. The High Water Mark is updated annually and is based on the higher of the prior year's High Water Mark and the adjusted for tax Net Asset Value unit price.

The High Water Mark is the highest unit price on which any previous performance fee was paid (adjusted for capital movements such as a split of units). Each year if the unit price is lower than High Water Mark for previous year, the High Water Mark remains. If the unit price is higher than the High Water Mark for the previous year, a new High Water Mark is set.

The Manager may with the Trustee's approval (not to be unreasonably withheld) alter the basis for charging its fees in respect of any Fund on giving notice to Unit Holders in accordance with the Trust Deed.

Where investment is made into the Fund by institutional or wholesale investors, the Manager may rebate fees payable by wholesale investors from its management fee and or any other fees, at the Manager's discretion. The Manager will agree any rebates with such investors from time to time at the Manager's discretion.

There are no dollar limits or percentage limits to the Manager's fee or performance fee.

#### **13.1.3 Trustee's Fees**

The Trustee is paid a fee of 0.06% per annum of the gross asset value of the Fund (subject to a minimum fee of \$7,500 per annum) accrued daily, and paid monthly in arrears.

There are no dollar limits to the Trustee's fees.

#### **13.1.4 Custodial and other Administration Fees**

In respect of the Fund, the Registrar is paid a fee of up to 0.26% per annum of the gross asset value of the Fund (subject to a minimum fee of \$27,500 per annum) to cover certain administration services involved in operating the Fund (currently including custody, registry and accounting functions) and other administration charges.

The Custodial and other administration fees for the Fund are accrued daily and are paid monthly in arrears.

Management and Trustee fees (together with custodial fees and charges) are deducted from the Fund and details of fees charged will be included each year in the financial statements for the Fund.

The Trustee and Manager may increase or impose new fees on giving written notice to Unit Holders and in accordance with the Trust Deed. There is no limit to the amount to which a fee can be amended.

#### **13.1.5 Expenses**

All expenses incurred by the Trustee or the Manager in connection with the Fund (including legal, audit, transaction costs and accounting fees and the cost of extraordinary matters such as Unit Holder meetings) are payable or reimbursable from the Fund (see paragraph 6.2.19).

The actual amount of these expenses cannot be ascertained until they are incurred or realised. There is no maximum amount of reimbursable expenses.

The financial statements for the Fund will incorporate all the costs borne by the Fund in the most recent financial year.

In calculating the net asset value of the Fund (and accordingly unit pricing), the Manager may deduct the amount of any expenses that are payable or reimbursable from the Fund which, in the opinion of the Manager, should be deducted for the purposes of making an equitable and reasonable determination of the net asset value of the Fund. The Manager may make an annual accrual towards the payment of audit, legal, accounting and other like expenses.

The Manager and the Trustee are entitled to receive a reasonable fee based on time spent on matters relating to the termination of the Fund if the Fund terminates. There is no limit to this fee.

#### **Goods and Services Tax**

All fees are stated on a GST exclusive basis unless otherwise stated. GST (currently at 15%) is charged on 10% of the Manager's fees (being an effective rate of 1.5%) and 75% of the Trustee's fee, plus the custody and investment accounting fees (being an effective rate of 11.25%). GST may be payable in the future at a greater rate on the Manager's and Trustee's fees. Full GST is paid on all other goods and services.

### **13.2 General**

At inception, the Manager held the first 100 units in the Fund.

At the date of this prospectus, no directors of the Manager, Trustee or custodian have invested in the Fund, but they are not precluded from investing and may do so in the future.

## **14 MATERIAL CONTRACTS**

Deed of Retirement and Appointment dated 18 October 2010 between First NZ Capital Investment Management Limited and FF First Limited, under which First NZ Capital Investment Management Limited resigned as manager of the Fund (and certain other funds) and FF First Limited was appointed as manager of the Fund (and certain other funds).

Deed of Accession to the Trust Deed dated 18 October 2010 between Trustees Executors Limited, First NZ Capital Investment Management Limited and FF First Limited relating to FF First Limited's covenants, powers, rights and obligations under the Trust Deed, when it became the manager of the Fund, before it resigned and appointed Fisher Funds Management Limited as manager.

Deed of Novation dated 18 October 2010 between Trustees Executors Limited, FF First Limited and First NZ Capital Investment Management Limited, pursuant to which Trustees Executors Limited continued to provide investment accounting and registry services in respect of the Fund to FF First Limited as manager of the Fund, before FF First Limited resigned and appointed Fisher Funds Management Limited as manager.

Deed of Retirement and Appointment dated 18 October 2010 between FF First Limited and Fisher Funds Management Limited, under which FF First Limited resigned as manager of the Fund and Fisher Funds Management Limited was appointed as manager of the Fund.

Deed of Accession to the Trust Deed dated 18 October 2010 between Trustees Executors Limited, FF First Limited and Fisher Funds Management Limited, relating to

Fisher Funds Management Limited's covenants, powers, rights and obligations under the Trust Deed as the new manager of the Fund.

Deed of Amendment to the Trust Deed dated 18 October 2010 between Trustees Executors Limited, FF First Limited and Fisher Funds Management Limited that amended and replaced the Trust Deed relating to the Fund.

Deed of Novation dated 18 October 2010 between Trustees Executors Limited, FF First Limited, Fisher Funds Management Limited and First NZ Capital Investment Management Limited, pursuant to which Trustees Executors Limited will continue to provide investment accounting and registry services in respect of the Fund to Fisher Funds Management Limited as the new manager of the Fund.

Deed of Amendment dated 3 March 2011 between Trustees Executors Limited and Fisher Funds Management Limited replacing clause 3.1 to amend to financial year for the Fund to the period 1 April to 31 March in each and every year.

## 15 **PENDING PROCEEDINGS**

As at the date of this prospectus, there are no legal proceedings or arbitrations that may have a material adverse effect on the Fund.

## 16 **ISSUE EXPENSES**

It is estimated that the issue expenses for the offer (which includes legal, auditing and marketing fees) will be \$10,000 inclusive of GST.

No commissions are payable by the Manager in respect of investments in the Fund. Advisors may negotiate commissions separately with investors.

## 17 **OTHER TERMS OF OFFER AND UNITS**

### 17.1 **Taxation**

The following is a general statement of current New Zealand income tax law as at the date of this Prospectus as it relates to Unit Holders who are New Zealand resident. Different tax rules may apply in respect of non-resident Unit Holders.

The Manager accepts no responsibility for the taxation liabilities of Unit Holders. Unit Holders are advised to consult their own independent tax advisers as to their taxation position.

#### **Investments not subject to the Foreign Investment Fund (FIF) Regime**

Funds holding shares in New Zealand resident companies or most companies resident in Australia that are listed on an approved ASX index will be taxed on those shares under the ordinary tax rules. Dividends on such shares will usually be fully taxable, with a credit allowed for any attached imputation credits (but not for any Australian franking credits). The Fund (where applicable) should be entitled to a tax credit for any withholding tax deducted from such dividends. Tax should not be payable by the Fund on any gains from the sale of such Shares.

#### **Investment subject to the FIF Regime**

Other international shares held by the Fund will usually be taxed under the Fair Dividend Rate (FDR) method in the FIF regime. Under the FDR method, such shares will give rise to deemed income in an income year (being 1 April – 31 March) equal to 5% (or a pro rata portion thereof, if the shares are held for only part of the year)

of the average daily market value of the shares for that income year (or part year). The Fund will be entitled to a credit for any withholding tax paid on dividends received from the shares, subject to certain limits. Any dividends or profits from sales of the shares are ignored for tax purposes. No tax deduction may be claimed for any losses in respect of the shares under this method.

Depending on the circumstances and subject to the proposed legislative amendment discussed below, the Fund may not be able to use the FDR method where it holds more than 10% of the shares of an international company. If the Fund cannot use the FDR method for a particular investment for this reason, then the Fund will usually be taxed on the investment under the comparative value method instead. Generally speaking, this method measures the fluctuation in value of the Fund's interests in the international company for the relevant income year, including dividend receipts. The Fund will be taxed on any increase in value attributed to it using this method. Any decrease in value attributed to the Fund should be deductible. Effectively, this method will result in any surplus (including dividends) above the amount originally subscribed for an international share being subject to tax, with a deduction available for any deficit.

The Taxation (International Investment and Remedial Matters) Bill (Bill) currently before Parliament proposes to reform the FIF regime so that, for income years beginning on or after 1 July 2011, the FDR method will be available to most investors who hold more than 10% of shares in a FIF.

#### **Other non-equity investments**

Other investment income (such as interest income) earned by the Fund will be taxable. The Fund will be entitled to a deduction for its expenses incurred in earning its income.

The Fund will also be taxable on any gain from its financial arrangements under the financial arrangement rules.

#### **PIE Taxation**

After calculating its net assessable income (as described above), the Fund will attribute this income to each Unit holder and pay any tax with respect to that income on behalf of Unit holders (other than 0% Unit holders described below) at the Unit holder's PIR. Unit holders must advise the Fund of their Tax File Number and their applicable PIR.

## Prescribed Investor Rates (PIR)

This table will assist New Zealand resident investors in calculating their PIR.

If your taxable income was...	And your taxable income plus your PIE income/loss was...	In the 2 income years <sup>2</sup> before the relevant tax year <sup>3</sup> for ...	Your PIR is
\$0-\$14,000	\$0-\$48,000	Either year	10.5%
\$0-\$14,000	\$48,001-\$70,000	Either year	17.5%
\$14,001-\$48,000	\$0-\$70,000	Either year	17.5%
\$48,001 or more	Any	Each year	28%
Any	\$70,001 or more	Each year	28%

If you qualify for two different rates you must choose the lower rate.

Under a Bill currently before Parliament, with effect from the tax year beginning 1 April 2012, taxable income for a person that becomes a New Zealand resident must include their non-resident foreign sourced income for the income year they become resident and the last two income years. The person may choose not to include their non-resident foreign sourced income if they reasonably expect that their taxable income from all sources will be significantly lower than their total income from the income year prior to becoming New Zealand resident. In that case they will be taxable on their attributed income and will receive a credit for tax paid by the Trust.

### Trustees

Trustee investors investing on behalf of a trust can choose a 0%, 17.5% or 28% PIR to best suit the beneficiaries of the Trust. Trustees of testamentary trusts may also notify a PIR of 10.5%. As discussed below, if the trustees choose a rate of less than 28% or do not choose a PIR at all, they will have to include their share of Fund income in the trust tax return. If they choose a PIR of 28% they will not have to do so.

### Companies, Charities, Collective Investment Schemes

A New Zealand resident company, unit trust, charitable entity, PIE or superannuation fund has a PIR of 0%.

It is important we have IRD numbers and up-to-date PIR for all investors. If you have not provided us with your IRD number and PIR we will pay tax on your income at the default rate of 28%. If you are investing jointly, we will use the highest PIR on the joint account.

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<sup>2</sup> Income years generally commence on 1 April in any year and end on 31 March in the following year.

<sup>3</sup> A Unit Holder's tax year in this context is the year ending 31 March.

If a Unit holder notifies the Fund of a lower PIR than they are properly entitled to, the Unit holder will be required to pay the resulting tax shortfall to the IRD personally and will be liable for interest and possibly penalties on that shortfall. If a Unit Holder notifies the Fund of a higher PIR than is actually applicable, then the Unit Holder will not be entitled to a refund of the resulting tax overpayment, as PIE tax is a final tax for such Unit Holders.

Any withholding tax or imputation credits received by the Fund and attributable to Unit Holders who are not 0% Unit Holders will be available to meet the Trustee's tax liability.

The Tax Act requires the Fund periodically to cancel Units held by a Unit Holder who is not a 0% Unit Holder, in such a manner as will reflect the Unit Holder's PIR, the income or loss treated by the Tax Act as attributable to that Unit Holder, and the amount of tax credits treated by the Tax Act as attributable to that Unit Holder. The Fund will also cancel Units for this purpose upon a transfer, switch or withdrawal of the Unit Holder's Units. If the tax on the income is less than the tax credits, or if the amount attributable to a Unit Holder is a loss rather than income, the Fund may receive a refund and may issue additional Units to the Unit Holder in that case.

If you are a 0% Unit Holder, none of your Units will be cancelled (unless you have not provided your IRD number and advised us of your PIR), and you must include in your own tax return the income (or loss) and tax credits attributable to you under the Tax Act from your Units in the Fund, as advised to you by the Fund after the end of each year, and pay tax accordingly. These amounts must be returned even if you have not advised the Fund that you are a 0% Unit Holder. Trustees who have advised us of a PIR less than 28% must also include in their tax return income (or loss) and tax credits from their Units in the Fund. The Fund does not expect to make any distributions to fund tax payments.

If you are not a 0% Unit Holder or a trustee who has advised us of a PIR less than 28% you will not be taxable on any amount of income from the Fund, unless you have notified a PIR which is lower than your actual PIR.

#### **Distributions and withdrawals**

Distributions and amounts paid on the withdrawal of Units will not be subject to any tax (except that in the case of a Unit Holder who is not a 0% Unit Holder, the Manager may cancel Units to meet the Fund's tax liability as described above at the time of withdrawal).

#### **Sale of Units**

The tax treatment of sales of Units in the Fund depends on the tax status of the Unit Holder. Generally, profit on sale will be taxable if the Unit Holder:

- (a) acquires the Units with the purpose of disposing of them;
- (b) is a dealer in investments of the same kind as the Units, and acquired the Units for the purpose of that business;
- (c) is engaged in a business an ordinary incident of which is the sale of investments of the same kind as the Units.

16.2 This Prospectus sets out all other terms of the offer, and all terms of the Units being offered, other than:

- (a) Any terms implied by law; or

- (b) Any terms set out in a document that:
- (i) is registered with a public official;
  - (ii) is available for public inspection; and
  - (iii) is referred to in this Prospectus.

### **Stock Exchange Listing**

Units in the Fund have not been approved for trading on any securities market operated by a registered exchange.

## **18 FINANCIAL STATEMENTS AND AUDITOR'S REPORT**

- 18.1 The latest financial statements for the Fund for the period ended 31 March 2011 that comply with the Financial Reporting Act 1993 (Act) were registered in accordance with the Act on 29 July 2011.
- 18.2 The auditor's report dated 23 June 2011 on the financial statements for the Fund for the period ended 31 March 2011 did not refer to a fundamental uncertainty and is unqualified and unmodified.
- 18.3 A summary of the financial statements for the Fund is attached as Appendix 2.
- 18.4 The auditor's report for the summary of financial statements is attached to this prospectus as Appendix 1.

## **19 PLACES OF INSPECTION OF DOCUMENTS**

Copies of the Trust Deed and all amendments, the financial statements for the Fund, material contracts, and the latest annual report for the Fund, may be inspected during normal business hours at the offices of:

Fisher Funds Management Limited  
Level 2, 93-95 Hurstmere Road  
Takapuna  
Auckland 0622

Copies of these documents can be viewed on the Companies Office website at [www.business.govt.nz/companies](http://www.business.govt.nz/companies) by selecting Search Other Registers, Other Registers Search, Unit Trusts and entering 'Fisher' as the Keyword or Search the Register entering 'Fisher Funds Management' or company number '903800'.

## **20 OTHER MATERIAL MATTERS**

### **Risk factors**

Before investing, prospective investors should carefully consider the following risk factors which may affect returns, and an investor's ability to recover money invested in the Fund:

Market risk – returns are affected by the performance of the investments chosen for the Fund which may be affected by the performance of the investment markets generally. Investment markets are affected by a host of factors, many of which are outside the Manager's control. These include movements in the general price level, demand and supply in the market in which the relevant investments are made, the

sector(s) in which the investments are made, and economic and regulatory conditions, including market sentiment, inflation, interest rates, employment, political events, environmental and technological issues, and consumer demand internationally and in New Zealand. The performance of investment markets is a key factor in determining return from the Fund;

Currency risk – Exchange rate fluctuations between the New Zealand dollar and foreign currencies. A portion of the Fund's assets are denominated in Australian dollars. As the value of the Fund is calculated by reference to New Zealand dollar equivalent amounts, fluctuations in the exchange rates between the New Zealand dollar and foreign currencies could impact on the Fund irrespective of any changes in value of the underlying companies. In addition, economic, political or market conditions in New Zealand could impact on the value of the New Zealand dollar. The Manager may enter into foreign currency exchange contracts to manage currency exposures, including contracts to maximise the New Zealand dollar returns of the Fund, provided that an authorised investment is held in the relevant country, or the Manager intends to purchase an authorised investment in that country in the near future;

Securities specific risk – specific events affecting the share price of a particular company that any of the Fund invest in, which could cause fluctuations in the share price, including unexpected changes in that company's operations, business environment, or the company may become insolvent;

Regulatory risk – returns may be affected by any adverse regulatory changes in both New Zealand and offshore, which could have an impact on any investment;

Liquidity risk - some investments may not be easily converted into cash with little or no loss of capital and minimum delay, because of either inadequate market depth or disruptions in the market place. Securities of small companies in particular may, from time to time and especially in falling markets, become less liquid;

Third party risk - There is always a risk of loss arising from the failure of a debtor or other party to a contract to meet their obligations. This potentially arises with various securities including derivatives and fixed interest;

Borrowing - the Trustee, on the direction of the Manager, may, subject to the provisions of the Trust Deed, borrow up to 40% of the value of the Fund's assets. The Manager's current policy is that any borrowing for the Fund will be primarily for liquidity purposes (i.e. to provide cash for withdrawals) but may also be used to leverage it;

Taxation – changes in taxation rates or tax rules in New Zealand or any overseas jurisdiction. The taxation assumptions used in this prospectus are based on existing New Zealand tax legislation. Any changes to such legislation may materially impact the returns of the Fund. It is recommended that Unit Holders seek advice from a tax advisor before making an investment into the Fund;

PIE Status – If the Fund loses PIE status, the Fund would be taxed as a company rather than under the PIE regime (and Unit Holders would be taxed on any distributions or redemptions accordingly);

Investment style – The performance of investments depends to some extent on the quality of management of the Fund and its assets. The ability of the Manager to provide investment management services to the Fund is linked to key professionals whose departure could impact on the performance of the Fund. The investment style and strategy of Fisher Funds may result in your returns being different from any share market index and from competing investments;

Derivative risk - as the Manager may use futures, options, warrants, swaps, stock lending, currency hedging arrangements and other derivative instruments to leverage the Fund, the investment movements may be more volatile than if the Fund was invested solely in equities;

Interest rate risk - changes in interest rates can have a negative impact directly or indirectly on investment value or returns.

For these reasons, it is reasonably foreseeable that Unit Holders may not receive, in full, the value of their initial capital investment and any returns either on withdrawal of their investment or on termination of the Fund.

### **Complaints**

If in the unlikely event you have a problem, concern, or complaint about any part of the Manager's service or the Fund, in the first instance please contact the General Manager:

Fisher Funds Management Limited  
Email: [enquiries@fisherfunds.co.nz](mailto:enquiries@fisherfunds.co.nz)  
PO Box 33-549, Takapuna, Auckland 0740  
Telephone: 09 445 3377 or 0508 FISHER (347437)

We will do our best to assist you and will usually respond to your complaint within 5 business days of receipt.

If you are not satisfied with our response, you can contact the Trustee:

Trustees Executors Limited  
Level 12, 45 Queen Street  
PO Box 4197, Auckland 1140  
09 308 7100

The Manager is also a member of an independent Dispute Resolution Scheme approved by the Ministry of Consumer Affairs and operated by:

Financial Services Complaints Limited (FSCL)  
Email: [info@fscl.org.nz](mailto:info@fscl.org.nz)  
PO Box 5967, Lambton Quay, Wellington 6145  
Freephone: 0800 347257  
Web Address: [www.fscl.org.nz](http://www.fscl.org.nz)

There is no cost to you to use the services of FSCL. (The Manager's Membership Number is: 792)

### **No other material matters**

There are no other material matters relating to the offer of securities contained in this prospectus that are not set out elsewhere in this prospectus or in the financial statements referred to in paragraph 18.1 and contracts entered into in the ordinary course of business of the Fund.

## MANAGER'S STATEMENT

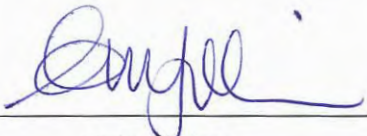
After due enquiry, the directors of the Manager are of the opinion that:

- (a) the value of the Fund's assets relative to its liabilities (including contingent liabilities); and
- (b) the ability of the Fund to pay its debts as they become due in the normal course of business

has not materially and adversely changed during the period between the date of the Fund's latest financial statements referred to in this prospectus and the date this prospectus was delivered in registrable form to the Registrar of Financial Service Providers.

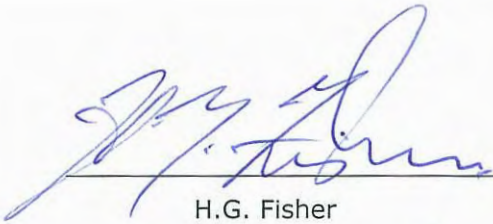
## Manager's Execution

This prospectus has been signed by or on behalf of the directors of Fisher Funds Management Limited as the Manager of the Fund by:



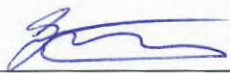
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C.M. Fisher



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H.G. Fisher




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Sir J. Wells  
(by his duly authorised agent Glenn  
William Ashwell)



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F.I.C. Jasper



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H.R.L. Morrison  
(by his duly authorised agent Glenn  
William Ashwell)

(See next page)



31 August 2011

The Directors  
Fisher Funds Management Limited  
PO Box 33-549  
Takapuna  
**NORTH SHORE CITY 0740**

## **FISHER FUNDS TRANS TASMAN FUND**

As required by Clause 22 of Schedule 4 to the Securities Regulations 2009, Trustees Executors Limited as trustee of the Fisher Funds Trans Tasman Fund (being a unit trust constituted under the Trust Deed), confirms in respect of the accounting year ended 31 March 2011 that, in the Trustee's opinion, the Manager has managed the Fisher Funds Trans Tasman Fund in accordance with the provisions of the Trust Deed and of the offer of units.

Yours sincerely  
**TRUSTEES EXECUTORS LIMITED**

**SHAHAZAD CONTRACTOR  
BUSINESS MANAGER  
CORPORATE TRUST**

**APPENDIX 1 – AUDITOR’S REPORT**

(See next page)



## Independent Auditor's Report

### **To the Manager of Fisher Funds Trans Tasman Fund**

As auditor of the Fisher Funds Trans Tasman Fund ("the Fund"), we have prepared this report pursuant to clause 18 of Schedule 4 of the Securities Regulations 2009 for inclusion in the prospectus dated 31 August 2011.

#### **Report on the Financial Statements**

We have audited the financial statements of the Fund for the period ending 31 March 2011. We expressed an unmodified audit opinion on those financial statements in our report dated 23 June 2011.

#### **Report on the Summary Financial Statements**

The summary financial statements in Appendix 2 are taken from the audited financial statements of the Fund for the years ended 30 June 2007, 30 June 2008, 30 June 2009, 30 June 2010 and the period ended 31 March 2011. We expressed an unmodified opinion on the financial statements in our audit report for the period ended 31 March 2011. The summary financial statements do not reflect the effects of events that occurred subsequent to the date of the report on those financial statements.

The summary financial statements do not contain all the disclosures required for full financial statements under generally accepted accounting practice in New Zealand. Reading the summary financial statements, therefore, is not a substitute for reading the audited financial statements of the Fund.

#### **Manager's Responsibility for the Summary Financial Statements**

The Manager is responsible for preparing a summary of the audited financial statements of the Funds for the years ended 30 June 2007, 30 June 2008, 30 June 2009, 30 June 2010 and the period ended 31 March 2011 in accordance with clause 8 of Schedule 4 of the Securities Regulations 2009.

#### **Auditor's Responsibility for the Summary Financial Statements**

Our responsibility is to express an opinion on the summary financial statements based on our procedures, which were conducted in accordance with International Standards on Auditing (New Zealand) (ISA (NZ)) 810 *Engagements to Report on Summary Financial Statements*.

Our firm has also provided other services to the Fund in relation to audit-related services. Subject to certain restrictions, partners and employees of our firm may also deal with the Fund on normal terms within the ordinary course of trading activities of the business of the Fund. These matters have not impaired our independence as auditors of the Fund. The firm has no other relationship with, or interest in, the Fund.



### **Opinion on the Summary Financial Statements**

In our opinion, the amounts set out in the summary financial statements in Appendix 2 of this prospectus, taken from the audited financial statements of the Fund for the years ended 30 June 2007, 30 June 2008, 30 June 2009, 30 June 2010 and the period ended 31 March 2011 as required by clause 8 of Schedule 4 of the Securities Regulations 2009:

- are consistent, in all material respects, with those financial statements; and
- have been correctly taken from the audited financial statements of the Funds for the years ended 30 June 2007, 30 June 2008, 30 June 2009, 30 June 2010 and the period ended 31 March 2011.

### **Other Matters**

#### **Comparatives**

The financial statements of the Fund for the years ended 30 June 2007, 30 June 2008, 30 June 2009 and 30 June 2010 were audited by another auditor who expressed unmodified opinions on those statements on the following dates:

	<b>Year ended 30 June 2007</b>	<b>Year ended 30 June 2008</b>	<b>Year ended 30 June 2009</b>	<b>Year ended 30 June 2010</b>
Fisher Funds Trans Tasman Fund*	30 November 2007	3 December 2008	30 November 2009	26 October 2010

*\*Previously known as First NZ Capital Abacus Alpha Fund*

#### **Responsibility for Updating**

We have no responsibility to update our opinion on any of the matters above for events and circumstances occurring after the date of this report.

#### **Restriction on Use**

This report has been prepared for inclusion in the prospectus for the purpose of meeting the requirements of clause 18 of Schedule 4 of the Securities Regulations 2009. We disclaim any assumption of responsibility for reliance on this report or the amounts included in the summary financial statements, for any purpose other than that for which they were prepared. In addition, we take no responsibility for, nor do we report on, any part of the prospectus not specifically mentioned in this report.



### **Auditor's Consent**

In accordance with regulation 18(1)(c)(ii) of the Securities Regulations 2009, we hereby give our consent to the inclusion of this report in the prospectus in the form in which it appears. We also confirm that we have not, before delivery of this prospectus, withdrawn our consent to the issue thereof.

A handwritten signature in blue ink that reads 'KPMG'.

31 August 2011

Auckland

## APPENDIX 2 – SUMMARY FINANCIAL STATEMENTS

### FISHER FUNDS TRANS TASMAN FUND SUMMARY OF FINANCIAL STATEMENTS

	NZ IFRS 31-Mar-11 (9 months) Audited \$	NZ IFRS 30-Jun-10 (12 months) Audited \$	NZ IFRS 30-Jun-09 (12 months) Audited \$	NZ IFRS 30-Jun-08 (12 months) Audited \$	NZ IFRS 30-Jun-07 (12 months) Audited \$	Previous NZ IFRS 30-Jun-07 (12 months) Audited \$
<b>Summary statement of financial position</b>						
<b>Unit holders' funds</b>	<b>6,587,511</b>	<b>11,465,746</b>	<b>9,587,255</b>	<b>7,661,759</b>	<b>5,922,830</b>	<b>5,938,940</b>
<b>Current assets</b>						
Cash and cash equivalents	105,678	436,257	562,335	297,119	500,238	635,919
Trade and other receivables	281,479	18,022	135,235	229,792	96,956	5,332
Financial assets at fair value through profit or loss	6,479,367	11,029,276	9,317,438	7,967,784	5,452,474	5,470,238
Current tax receivable	-	-	-	11,365	100,991	100,991
Tax attributable to unit holders	10,692	11,814	3,182	-	-	-
<b>Total assets</b>	<b>6,877,216</b>	<b>11,495,369</b>	<b>10,018,190</b>	<b>8,506,060</b>	<b>6,150,659</b>	<b>6,212,480</b>
<b>Current liabilities</b>						
Bank overdraft	-	-	-	182,750	-	43,927
Financial liabilities at fair value through profit or loss	-	-	-	51,801	6,150	-
Trade and other payables	289,705	29,623	338,508	80,853	63,069	63,069
Current tax payable	-	-	92,427	372,882	-	-
<b>Total current liabilities</b>	<b>289,705</b>	<b>29,623</b>	<b>430,935</b>	<b>688,286</b>	<b>69,219</b>	<b>106,996</b>
<b>Non-current liabilities</b>						
Non-current tax payable	-	-	-	156,015	-	-
Deferred tax liability	-	-	-	-	158,610	166,544
<b>Total non-current liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>156,015</b>	<b>158,610</b>	<b>166,544</b>
<b>Total liabilities</b>	<b>289,705</b>	<b>29,623</b>	<b>430,935</b>	<b>844,301</b>	<b>227,829</b>	<b>273,540</b>
<b>Net assets</b>	<b>6,587,511</b>	<b>11,465,746</b>	<b>9,587,255</b>	<b>7,661,759</b>	<b>5,922,830</b>	<b>5,938,940</b>
<b>Statement of changes in unit holders' funds</b>						
Total comprehensive income after tax	2,898,922	689,558	(1,138,357)	(226,695)	393,679	403,917
Applications for units for the period	1,324,466	3,820,188	4,617,786	4,194,342	3,182,933	3,182,933
Withdrawals for the period	(9,072,707)	(2,621,489)	(1,901,387)	(1,820,802)	(644,900)	(644,900)
Tax attributable to unit holders (paid)/received	(28,916)	(9,766)	347,454	(407,916)	-	-
	(4,878,235)	1,878,491	1,925,496	1,738,929	2,931,712	2,941,950
Opening unit holders' funds	11,465,746	9,587,255	7,661,759	5,922,830	2,991,118	2,996,990
Closing unit holders' funds	<b>6,587,511</b>	<b>11,465,746</b>	<b>9,587,255</b>	<b>7,661,759</b>	<b>5,922,830</b>	<b>5,938,940</b>
<b>Units</b>	<b>Number</b>	<b>Number</b>	<b>Number</b>	<b>Number</b>	<b>Number</b>	<b>Number</b>
Units on issue at the start of the period	10,100,858	9,246,168	6,713,393	4,873,172	2,701,705	2,701,705
Net movement in units	(5,633,953)	854,690	2,532,775	1,840,221	2,171,467	2,171,467
Units on issue at the end of the period	<b>4,466,905</b>	<b>10,100,858</b>	<b>9,246,168</b>	<b>6,713,393</b>	<b>4,873,172</b>	<b>4,873,172</b>
<b>Summary statement of comprehensive income</b>						
<b>Revenue</b>						
Interest income	21,598	36,552	72,024	80,673	52,174	52,174
Dividend income	365,641	346,708	353,166	328,058	109,568	109,568
Net changes in fair value of financial assets and liabilities	2,944,623	586,428	(1,326,032)	(343,478)	596,175	488,689
Foreign exchange gains/(losses)	33,260	17,317	(46,386)	43,178	(62,731)	-
<b>Total revenue</b>	<b>3,365,122</b>	<b>987,005</b>	<b>(947,228)</b>	<b>108,431</b>	<b>675,186</b>	<b>650,431</b>
Other income/(expenses)	-	897	13,910	16,575	-	-
<b>Expenses</b>						
Management fees	79,024	122,836	88,557	78,595	45,415	45,415
Performance fees	262,598	-	-	-	9,835	9,835
Operating and administration expenses	124,578	175,508	136,048	98,716	58,314	18,278
<b>Total Operating Expenses</b>	<b>466,200</b>	<b>298,344</b>	<b>224,605</b>	<b>177,311</b>	<b>113,564</b>	<b>73,528</b>
<b>Net profit/(loss) before taxation</b>	<b>2,898,922</b>	<b>689,558</b>	<b>(1,157,923)</b>	<b>(52,305)</b>	<b>561,622</b>	<b>576,903</b>
Taxation expense	-	-	(19,566)	174,390	167,943	172,986
<b>Net profit/(loss) after tax</b>	<b>2,898,922</b>	<b>689,558</b>	<b>(1,138,357)</b>	<b>(226,695)</b>	<b>393,679</b>	<b>403,917</b>
Other comprehensive income	-	-	-	-	-	-
<b>Total comprehensive income after tax</b>	<b>2,898,922</b>	<b>689,558</b>	<b>(1,138,357)</b>	<b>(226,695)</b>	<b>393,679</b>	<b>403,917</b>
<b>Summary statement of cash flows</b>						
Net cash flows from operating activities	7,427,471	(1,280,729)	(2,268,816)	(2,755,390)	(2,507,115)	(41,521)
Net cash flows from investing activities	-	-	-	-	-	(2,433,925)
Net cash flows from financing activities	(7,758,651)	1,155,432	2,716,157	2,335,006	2,538,033	2,538,033
<b>Net (decrease)/increase in cash and cash equivalents</b>	<b>(331,180)</b>	<b>(125,297)</b>	<b>447,341</b>	<b>(420,384)</b>	<b>30,918</b>	<b>62,587</b>
Opening cash brought forward	436,257	562,335	114,369	500,238	558,726	626,619
Effect of exchange rate fluctuations	601	(781)	625	34,515	(89,406)	(97,214)
<b>Ending cash carried forward</b>	<b>105,678</b>	<b>436,257</b>	<b>562,335</b>	<b>114,369</b>	<b>500,238</b>	<b>591,992</b>

The full financial statements were authorised for issue by the Manager, Fisher Funds Management Limited on the:  
The full financial statements were authorised for issue by the previous Manager, First NZ Capital Limited on the:

23-Jun-11

26-Oct-10

30-Nov-09

28-Nov-08

30-Nov-07

#### Explanatory Notes

##### 1. Adoption of International Financial Reporting Standards

The Fund adopted NZ IFRS for the year ended 30 June 2008 with a transition date of 1 July 2006. The only significant adjustment to the balances previously reported under New Zealand Financial Reporting Standards (NZ FRS) is to value equities at last bid price rather than the last sale price. The impact of this change in valuation, can be seen through "Financial assets or fair value through the profit or loss" and "Net changes in fair value of financial assets". Taxation expense and Deferred tax liability have also been adjusted for the tax effect of this change in valuation. As comparatives have been restated the amounts in the table show balances under NZ FRS (previous NZ GAAP) as well as balances under NZ IFRS (current NZ GAAP) for the year ended 30 June 2007.

## **Notes to the Summary of Financial Statements**

### **Relationship to full financial statements**

The summary of financial statements are for the period ended 31 March 2011 and years ended 30 June 2010, 30 June 2009, 30 June 2008 and 30 June 2007.

The summary of financial statements has been extracted from, and is a summary of, the Fund's audited full financial statements. The summary financial statements were authorised for issue by the Manager, Fisher Funds Management Limited, on 31 August 2011. The summary financial statements do not include all the disclosures provided in the full financial statements and cannot be expected to provide as complete an understanding as provided by the full financial statements. The summary financial statements have been prepared in accordance with FRS-43: *Summary Financial Statements* and comply with Generally Accepted Accounting Practice in New Zealand (*NZ GAAP*) as it relates to summary financial statements.

The Fund is a Unit Trust registered under the Unit Trust Act 1960. The full financial statements have been prepared in accordance with the relevant Trust Deed, the Unit Trusts Act 1960 and the Financial Reporting Act 1993. The full financial statements have been prepared in accordance with NZ GAAP and comply with New Zealand equivalents to International Financial Reporting Standards (*NZIFRS*) and other applicable Financial Reporting Standards, as appropriate for profit oriented entities. The full financial statements also comply with the International Financial Reporting Standards (*IFRS*). The full financial statements for the period ended 31 March 2011 were authorised for issue by the Manager, Fisher Funds Management Limited, on 29 July 2011. The full financial statements for each period have been audited and the auditors' opinions on them were unmodified. The auditors' unmodified audit opinion on the period ended 31 March 2011 full financial statements was dated 23 June 2011. A copy of the full financial statements can be obtained by contacting Fisher Funds at the address in paragraph 2.1.

Refer to Appendix 1 for the auditor's unmodified audit opinion on the summary of financial statements.

### **Functional and presentation currency**

The summary of financial statements are presented in New Zealand dollars (\$) which is the Fund's functional currency. All financial information presented in New Zealand dollars has been rounded to the nearest dollar.

### **Items of material incidence, size or nature**

There are no items of such incidence, size or nature that require disclosure to explain the performance of the Fund during the periods.

### **Material changes in activities**

There have been no material changes in the activities of the Fund during the periods.

### **Changes in accounting policies**

There have been no changes in accounting policies of the Fund during the periods.

Document Number

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(for office use only)

The Securities Act 1978

**AUTHORITY FOR AGENT TO SIGN  
PROSPECTUS**

(Section 41(b))

Issuer  
Name

**FISHER FUNDS MANAGEMENT LIMITED**

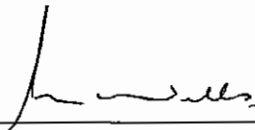
Issuer Number

**AK.903800**

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I, Sir John Wells, being a director of the Issuer hereby authorise each of Carmel Miringa Fisher, Hugh Gladstone Fisher, Francis Ivor Charles Jasper, Glenn William Ashwell and Hugh Richmond Lloyd Morrison, separately, to sign on my behalf as my agent:

- a Prospectus to be dated on or about 31 August 2011 for an offer of units in the Fisher Funds Trans Tasman Fund on the terms set out in the Prospectus;
- any Memorandum of Amendment(s) to the Prospectus; and
- such reports, certificates, statements, documents or other papers referred to in, or ancillary to, the Prospectus as my agent may consider necessary or desirable for the purposes of the issue and distribution of the Prospectus.



\_\_\_\_\_  
Sir John Wells  
Director of Issuer

**Date:** *28.8.11*

Document Number

(for office use only)

The Securities Act 1978

**AUTHORITY FOR AGENT TO SIGN  
PROSPECTUS**

(Section 41(b))

Issuer  
Name

**FISHER FUNDS MANAGEMENT LIMITED**

Issuer Number

**AK.903800**

I, Hugh Richmond Lloyd Morrison, being a director of the Issuer hereby authorise each of Carmel Miringa Fisher, Hugh Gladstone Fisher, Glenn William Ashwell, Francis Ivor Charles Jasper and Sir John Wells, separately, to sign on my behalf as my agent:

- a Prospectus to be dated on or about 31 August 2011 for an offer of units in the Fisher Funds Trans Tasman Fund on the terms set out in the Prospectus;
- any Memorandum of Amendment(s) to the Prospectus; and
- such reports, certificates, statements, documents or other papers referred to in, or ancillary to, the Prospectus as my agent may consider necessary or desirable for the purposes of the issue and distribution of the Prospectus.



\_\_\_\_\_  
Hugh Richmond Lloyd Morrison

Director of Issuer

**Date:** 28.8.11