

# ASX Announcement

22 July 2011

## **Brookfield Prime Property Fund (ASX Code: BPA) Terms and Conditions of Public Auction**

The Directors of Brookfield Capital Management Limited (as Responsible Entity of Brookfield Prime Property Fund) gives notice that a sale of the Brookfield Prime Property Fund units ("Securities") forfeited following non-payment of the final instalment of \$2.237 per Security will be held as follows:

Method: Public Auction

Date: Tuesday 26 July 2011

Time: 9.00 am (Sydney time)

Venue: Australian Securities Exchange Limited  
20 Bridge Street  
Sydney  
NSW 2000

Settlement: By 4.00 pm (Sydney time) on the day of the auction, or if the purchaser chooses by 4.00 pm (Sydney time) on Wednesday 27 July 2011.

Please ensure that you arrive at least 20 minutes in advance of the start time of the auction.

The public auction is being held in accordance with the Australian Securities Exchange ("ASX") Listing Rules, the Corporations Act 2001 and the Constitution of Brookfield Prime Property Fund. The Securities sold will be requoted on the ASX generally within 48 hours of the ASX being advised of the sale. All Securities sold will be transferred to the successful purchaser as fully paid Brookfield Prime Property Fund securities and will carry the same rights as existing fully paid Brookfield Prime Property Fund securities.

Please find attached the terms and conditions of the auction.

For more information please contact:

### **Brookfield Customer Service**

Ph: 1800 570 000

Email: [clientenquiries@au.brookfield.com](mailto:clientenquiries@au.brookfield.com)

**FORFEITED UNIT AUCTION**

**TERMS & CONDITIONS OF SALE**

in respect of

**60,475 Ordinary Units**

credited as fully paid

in

**BROOKFIELD CAPITAL MANAGEMENT LIMITED ABN 32 094 936 888 (AS  
RESPONSIBLE ENTITY OF BROOKFIELD PRIME PROPERTY FUND)**

("the Fund")

**BEING OFFERED FOR SALE BY PUBLIC AUCTION**

by

**LAWSONS - Auctioneers**

**("Auctioneers")**

at

**The Australian Securities Exchange 20 Bridge Street, Sydney**

on

**TUESDAY 26 JULY 2011**

at

**9.00 am**

**Brookfield Prime Property Fund**  
**Forfeited Unit Auction - 26 July 2011**  
**Terms and Conditions:**

1. Units in the Fund (“Units”) are offered for sale as fully paid units subject to the provisions contained in:
    - 1.1 The Constitution of the Fund.
    - 1.2 The Corporations Act 2001.
    - 1.3 The Listing Rules of the Australian Securities Exchange.
  2. The Units are offered for sale without a reserve price, comprising ten lots of 5,500 units per lot and one lot of 5,475 units.
  3. The highest bidder shall be the Purchaser and in the event of any dispute arising, the Units in dispute shall be put up again and the Auctioneer’s decision shall be final.
  4. The Auctioneer reserves the right to refuse to accept any bid without having to state any reason.
  5. On the fall of the hammer, the Purchaser shall:
    - 5.1 Give to the Auctioneer’s clerk his Name and Address.
    - 5.2 Immediately complete and sign the attached Bid Form.
    - 5.3 Pay the consideration for the purchase of the units, as follows:
      - A. On the day of the Auction; **or**
      - B. On the next business day after the Auction, being Wednesday 27 July 2011 (by 4pm).
- Payments received after 4pm on Tuesday 26 July 2011, will be taken to be received on Wednesday 27 July 2011.
5. Payment is to be made by bank cheque (issued by an Authorised Deposit-taking Institution) made payable to "Brookfield Prime Property Fund Call Payment".
  6. The Purchaser may direct that the whole or any part of the Units purchased by him shall be transferred by Brookfield Capital Management Limited (“BCML”) to the Purchaser’s nominee provided that any such direction:
    - 6.1 shall be given prior to completion of the purchase to BCML at its principal office at Level 22, 135 King Street, Sydney; and
    - 6.2 shall set out the Name and Address of the nominee and the number of Units to be issued to that nominee.
  7. Completion of the purchase shall occur on the date payment is made under clause 5. The Purchaser or his nominee (if relevant) shall on completion of the purchase execute the attached Unit Transfer Form (and fill in any blanks) and deliver it to BCML along with the bank cheque mentioned in clause 5 at its principal office at Level 22, 135 King Street, Sydney.
  8. BCML shall deliver the Holding Statements for the Units purchased by post to the Purchaser at the address provided, or, as the case may be, to the nominee at the address provided by the Purchaser pursuant to Clause 8.2 above, once full payment for the units has been received and the units have been registered in the name of the Purchaser and/or any nominee.
  9. No warranty is given or implied by the Auctioneers or BCML in respect of any Units offered for sale.
  10. If a Purchaser does not provide payment, in accordance with paragraph 5 above, by 4pm on Wednesday 27 July 2010, then the Purchaser will be deemed to have appointed BCML as their agent to effect a transfer of the Units to itself or a nominee.



acknowledged.

Consideration received: \$ ..... Date: .....

per: .....  
(on behalf of Brookfield Prime Property Fund)

Note: If a signatory is a company, this form must be executed by two directors or a director and a company secretary.

