

Third Supplemental Deed
- Multiplex New Zealand
Property Fund

Dated

11 April 2011

Brookfield Capital Management Limited (ACN 094 936 866)

Mallesons Stephen Jaques

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Details

Party	Responsible Entity as described below.	
Responsible Entity	Name	Brookfield Capital Management Limited
	ACN	094 936 866
	Address	Level 22 135 King Street SYDNEY NSW 2000
	Fax	+61 2 9322 2001
	Telephone	+61 2 9322 2000
	Attention	Company Secretary
Recitals	A	The Trust is governed by the Constitution. The Trust is a registered as a managed investment scheme under Chapter 5C of the Corporations Act.
	B	Under clause 31.1 of the Constitution, the Responsible Entity may amend the Constitution if it reasonably considers the amendments will not adversely affect the rights of members of the Trust.
	C	Section 601GC(1) of the Corporations Act provides that the constitution of a registered scheme may be modified, or repealed and replaced with a new constitution: <ul style="list-style-type: none"> (a) by special resolution of the members of the scheme; or (b) by the responsible entity if it reasonably considers the change will not adversely affect members' rights.
	D	The Responsible Entity wishes to amend the Constitution as set out in this deed.
	E	The Responsible Entity reasonably considers that the amendments to the Constitution contained in this deed will not adversely affect the rights of members of the Trust.
Governing law	New South Wales	

**Date of
supplemental
deed**

See signing page

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General terms

1 Amendments to the Constitution

The Constitution is amended by:

- (a) replacing each reference in the Constitution to “Multiplex Capital Limited” with “Brookfield Capital Management Limited”;
- (b) in clause 30:
 - (i) inserting the text that is underlined; and
 - (ii) deleting the text that is shown as deleted,in the copy of clause 30 set out as Annexure 1 of this deed; and
- (c) in schedule 1:
 - (i) deleting the word “written” from the definition of “Complainant”; and
 - (ii) inserting the following definition:

“**Complaint** means an expression of dissatisfaction made to the Responsible Entity, related to its products or services, or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected.”

2 No redeclaration etc

The Responsible Entity declares that it is not, by this deed:

- (a) redeclaring the Trust or declaring any trust;
- (b) resettling the Trust; or
- (c) causing the transfer, vesting or accruing of property in any person.

3 Effective time

The amendments made by this deed take effect from the date a copy is lodged with the Australian Securities and Investments Commission pursuant to section 601GC(2) of the Corporations Act.

4 Governing law

This deed is governed by the laws in force in the place specified in the Details. Each person affected by it must submit to the non-exclusive jurisdiction of the courts of that place and the courts of appeal from them.

5 Interpretation

5.1 Terms defined in Constitution

The terms used in this deed have the same meaning as in the Constitution unless the contrary intention appears.

5.2 Definitions

These meanings apply unless the contrary intention appears:

Constitution means the trust deed dated 28 July 2004, as amended, under which the Trust was constituted.

Corporations Act means the Corporations Act 2001 (Cwlth).

Details means the section of this deed entitled “Details”.

Trust means the Multiplex New Zealand Property Fund (ARSN 110 281 055).

5.3 Deed supplemental to Constitution

This deed is supplemental to the Constitution.

5.4 Headings

Headings are inserted for convenience only and do not affect the interpretation of this deed.

EXECUTED as a deed

Annexure 1 (clause 1)

30 Complaints handling

30.1 Complaints handling officer

- (a) The Responsible Entity must appoint a person to fulfil the role of complaints handling officer.
- (b) If there is a vacancy in the role of complaints handling officer at any time then the secretary of the Responsible Entity is deemed to be the complaints handling officer until a further appointment is made.
- (c) The complaints handling officer does not need to be a director or secretary of the Responsible Entity.

30.2 A Unitholder may make a eComplaint

- (a) Any Unitholder may make a eComplaint about any aspect of the Trust to the Responsible Entity (in writing or otherwise) ~~at any place where the Responsible Entity has an office from time to time.~~

~~(b) The complaint must specify—~~

~~(i) the name and contact details of the Complainant making the complaint, and~~

~~(ii) the details of the complaint in as much detail as is reasonably required to allow the Responsible Entity to deal with the complaint in accordance with this clause 30.~~

~~(c) If the complaint does not meet the requirement in clause 30.2(b)(ii), then the Responsible Entity must make reasonable inquiries to try and ascertain the required detail,~~

~~(d)(b)~~ The Responsible Entity must provide reasonable assistance to any Unitholder—

- (i) who has either attempted to make a eComplaint but has not done so in a manner which allows the Responsible Entity to handle the eComplaint; or
- (ii) who the Responsible Entity reasonably believes wants to make a eComplaint, but for some reason is unable to do so (*e.g. because of a physical disability*).

30.3 Acknowledgment of a eComplaint

- (a) If any Unitholder makes a eComplaint, then the Responsible Entity must, as soon as possible and in any event within five Business Days after receiving the eComplaint, write to the Complainant either to—

- (i) acknowledge the eComplaint, or
 - (ii) respond fully to the Complainant in respect of the eComplaint made.
- (b) The Responsible Entity must include in its written response to the Complainant—
- (i) the procedure used by the Responsible Entity upon receiving a eComplaint;
 - (ii) the name, title and contact details of the present complaints handling officer; and
 - (iii) if the eComplaint is not fully dealt with in the letter, then an estimate of the time the Responsible Entity believes it will take for the Responsible Entity to respond to the eComplaint.

30.4 Consideration of eComplaints

- (a) The Responsible Entity must treat all eComplaints seriously and deal with them in a timely manner, having regard to the nature of the eComplaint.
- (b) The Responsible Entity must ensure that the Complaint receives proper consideration resulting in a determination by a person or body designated by the Responsible Entity as appropriate to handle Complaints.
- (c) The Responsible Entity may in its discretion give any of the following remedies to the Complainant—
 - (i) information and explanation regarding the circumstances giving rise to the Complaint;
 - (ii) an apology; or
 - (iii) compensation for loss incurred by the Complainant as a direct result of the breach (if any).
- (d) The Responsible Entity must act in good faith to deal with the Complaint by endeavouring to correct any error which is capable of being corrected without affecting the rights of third parties.
- ~~(b)~~(e) The Responsible Entity must attempt to respond fully to the Complainant within 28 days after the acknowledgment of the eComplaint is made by the Responsible Entity.
- (f) The Responsible Entity must communicate to the Complainant as soon as practicable and in any event not more than 45 days after receipt of the Complaint—
 - (i) the determination in relation to the Complaint;
 - (ii) the remedies (if any) available to the Complainant; and
 - (iii) information regarding any further avenue for Complaint.

(g) ~~In any event, Subject to clause 30.4(f),~~ the Responsible Entity (through the complaints handling officer) must contact the Complainant at least once in every calendar month for eComplaints which cannot be resolved within 28 days after the acknowledgment of the eComplaint is made by the Responsible Entity. When making contact the Responsible Entity must inform the Complainant of the progress of the eComplaint and provide a further estimate as to when the eComplaint may be resolved.

30.5 Resolving a eComplaint

- (a) The Responsible Entity must act reasonably in attempting to resolve a eComplaint, however nothing in this clause 30 compels the Responsible Entity to resolve a eComplaint in favour of the Complainant.
- (b) If the Responsible Entity believes it has either resolved the eComplaint, or it has not resolved the eComplaint but can do nothing more to satisfy the Complainant, then the Responsible Entity must, within the timeframe set out in clause 30.4(f):—
 - (i) inform the Complainant of the view the Responsible Entity has reached, setting out clear and concise reasons, and
 - (ii) inform the Complainant of the avenues open to the Complainant if the Complainant is not satisfied with the response of the Responsible Entity.

30.6 Further avenues open to Unitholders

If a eComplaint cannot be resolved to the satisfaction of a Complainant, then the Complainant may—

- (a) if the Responsible Entity is a Unitholder, then lodge a complaint with an external complaints resolution body; or
- (b) take what ever action is open to the Complainant under the general law.

30.7 Recording eComplaints

The Responsible Entity must make a record of eComplaints.

30.8 Disclosure of existence of complaints handling procedure

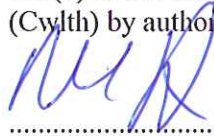
The Responsible Entity must disclose the existence of the complaints handling procedure in all Disclosure Documents prepared by the Responsible Entity.

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Signing page

DATED: _____

EXECUTED by **BROOKFIELD**)
CAPITAL MANAGEMENT)
LIMITED in accordance with section)
127(1) of the Corporations Act 2001)
(Cwlth) by authority of its directors:)



.....)
Signature of director)
Russell Todd Proutt)

.....)
Name of director (block letters))



.....)
Signature of director/company)
secretary*)

*delete whichever is not applicable

NEIL OLOFSSON

COMPANY SECRETARY

.....)
Name of director/company secretary*)
(block letters))

*delete whichever is not applicable