6 June 2007

The Manager
Company Announcements Platform
ASX Limited
Level 4, Exchange Centre
20 Bridge Street
SYDNEY NSW 2000

Dear Sir/Madam

RE: CROMWELL GROUP (ASX: CMW)

Cromwell Property Securities Limited ACN 079 147 809 (CPS), as responsible entity for Cromwell Diversified Property Trust ARSN 102 982 598 (CDPT) has executed a Supplemental Deed to amend the Constitution of CDPT in accordance with section 601GC of the Corporations Act and ASIC Class Order 05/566. Attached to this announcement is a copy of the Supplemental Deed. The Supplemental Deed was lodged with the Australian Securities & Investments Commission on Friday 1 June 2007.

Yours faithfully
CROMWELL CORPORATION LIMITED
CROMWELL PROPERTY SECURITIES LIMITED

SMorgan

SUZANNE MORGAN
COMPANY SECRETARY

294355_1

ME DRAFT
11 MAY 2007

Supplemental deed

Cromwell Diversified Property Trust
(ARSN 102 982 598)

Cromwell Property Securities Limited ACN 079 147 809
(**Manager**)

MinterEllison
LAWYERS

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Supplemental deed

Details

Date

1 June 2007

Parties

Name	Cromwell Property Securities Limited
ACN	079 147 809
Short form name	**Manager**
Notice details	Level 19, 200 Mary Street, Brisbane, Queensland

Background

A The Manager is the responsible entity of Cromwell Diversified Property Trust ARSN 102 982 598 (**Scheme**). The Scheme was established pursuant to a constitution dated 27 November 2002, as amended from time to time (**Constitution**).

B Clause 23.1 of the Constitution provides that the Constitution may be amended by the Manager in accordance with the *Corporations Act 2001* (**Law**).

C The Australian Securities and Investments Commission granted relief in the form of Class Order 05/566 (**Class Order**) to allow responsible entities of listed managed investment schemes to modify the constitution of a registered scheme to remove the termination clause where the clause was included in the constitution to avoid the application of the rule of perpetuities in relation to the scheme.

D The Manager wishes to amend the Constitution to remove the termination provision in accordance with the Class Order, in the manner set out in this deed.

E The Manager considers that the removal of the termination clause does not either materially change the nature of the Scheme, or have a materially adverse effect on the interests of members.

Agreed terms

1. Defined terms & interpretation

In this deed, unless a contrary intention is expressed or implied, words and expressions defined in the Constitution have the same meanings when used in this deed.

2. Amendment of the Constitution

The Manager amends the Constitution as set out below:

(a) clause 1.1 is amended by deleting the definition of 'Vesting Date';

(b) clause 2.1 is amended by deleting the words: "for the term as set out in clause 10" and replacing them with "until a date determined by the Manager in accordance with clause 10, or at any earlier time provided by this Constitution or by law";

(c) clause 10.1 is amended by:

  (i) deleting the words "subject to paragraph (b), the" in clause 10.1(a) and replacing them with "The";

  (ii) deleting the word "or" from clause 10.1(a)(iii); and

  (iii) deleting clause 10.1(a)(iv); and

  (iv) deleting clause 10.1(b) and replacing it with:

  "No Units may be issued after the 80th anniversary of the Commencement Date if that issue would cause a contravention of the rule against perpetuities or any other rule of law or equity.".

3. Operation of this document

This document takes effect on the date that it is lodged with ASIC in accordance with section 601GC(2) of the Law.

4. No redeclaration etc

The Manager confirms that it is not, by clause 2 of this deed:

(a) redeclaring the Scheme;

(b) resettling the Scheme;

(c) causing the transfer, vesting or accruing of property in any person; or

(d) entering into a new constitution.

Other than the amendments made in this deed, the Constitution continues in full force and effect.

5. Governing law and jurisdiction

This Deed is governed by the laws of Queensland. The Manager irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.

Signing page

EXECUTED as a deed poll.

Executed by **Cromwell Property Securities Limited** in its capacity as responsible entity of the Cromwell Diversified Property Trust in accordance with section 127 of the *Corporations Act 2001*

CROMWELL PROPERTY SECURITIES LTD ACN 079 147 809 The Common Seal of

Signature of director	Signature of company secretary
DARREN JOHN WILSON	SUZANNE MORGAN
Name of director (print)	Name of company secretary (print)