

Supplemental deed poll

Australian Unity Office Fund

Supplemental deed poll

Made by:

Name:	The party referred to in appendix 1 as the "Responsible Entity"
Capacity:	Responsible Entity of the Trust referred to in appendix 1
Description:	Responsible Entity

Background

- A. The Responsible Entity is the responsible entity of the Trust, and enters into this deed in that capacity. The Trust has one class of issued units.
- B. The Trust is governed by the Constitution and is registered as a managed investment scheme under Chapter 5C of the Act.
- C. Section 601GCA(1) of the Act provides that, subject to section 601GCA(3) of the Act, a responsible entity of a registered scheme may modify the constitution of that scheme (**scheme constitution**) to the extent that such responsible entity reasonably considers that the modification is necessary for, or incidental to, the scheme being able to be operated in a manner permitted by the Tax Act as an Attribution Managed Investment Trust with such responsible entity as its Responsible Entity.
- D. Section 601GCA(6) of the Act provides that a responsible entity may modify or repeal and replace a scheme constitution under sections 601GCA(1) and 601GCA(5) of the Act even if that scheme constitution includes provisions to the effect that it only may only be modified or repealed and replaced in accordance with sections 601GC(1)(a) or (b) of the Act, or provisions to the effect of those sections.
- E. The Responsible Entity has complied with section 601GCA(3) of the Act in respect of the Trust, and accordingly is now permitted to modify the Constitution.
- F. The Responsible Entity now modifies the Constitution as set out in this deed poll.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this supplemental deed poll (**document or deed**) (but excluding always appendix 2), these words and phrases have the following meanings:

Act means the Corporations Act 2001 (Cth).

Attribution Managed Investment Trust and **AMIT** have the meanings given to them in the Tax Act.

Constitution means the constitution of the Trust as at the date of this deed, further details of which are included in appendix 1.

Effective Date means the date that a copy of this deed is lodged with the Australian Securities and Investments Commission pursuant to section 601GC(2) of the Act.

Jurisdiction has the meaning given to it in appendix 1.

Tax Act means the Income Tax Assessment Act 1936 (Cth) (**1936 Act**), the Income Tax Assessment Act 1997 (Cth) (**1997 Act**), or both the 1936 Act and the 1997 Act, as appropriate, and any subordinate legislation in relation to those pieces of legislation.

Trust has the meaning given to it in appendix 1.

Any other words and phrases used in this deed have the meaning given to them in the Constitution, unless the contrary intention appears.

1.2 Interpretation

(a) In this deed (but excluding always appendix 2):

- (i) a reference to a background provision, clause, schedule, annexure, appendix, or exhibit is to a background provision, clause, schedule, annexure, appendix, or exhibit of or to this deed;
- (ii) a background provision, clause, schedule, annexure, appendix, or exhibit forms part of this deed; and
- (iii) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this deed.

(b) Section 601GCA of the Act and its subparagraphs form part of the ASIC Corporations (Attribution Managed Investment Trusts) Instrument 2016/489.

1.3 Status of this document

This deed is intended to take effect as a deed poll.

1.4 Deed supplemental to Constitution

This deed is supplemental to the Constitution.

1.5 Governing law

This deed is governed by the laws in force in the Jurisdiction. 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.

2. Modifications to the Constitution

2.1 Modifications

Subject always to clause 2.2, the Constitution is modified from the Effective Date in the manner set out in appendix 2.

2.2 No redeclaration of trust

The Responsible Entity is not, by this deed:

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

and the Constitution continues in full force and effect subject to the modifications made to it pursuant to this deed.

Appendix 1 - Details

Responsible Entity:	Australian Unity Investment Real Estate Limited (ABN 86 606 414 368)
Trust:	Australian Unity Office Fund (ARSN 113 369 627). The Trust is referred to as "Scheme" in the Constitution.
Constitution:	Deed dated 23 March 2005 (as amended, varied or replaced by various supplemental deeds, the last of which is dated 17 June 2016)
Jurisdiction:	The State of Victoria

Appendix 2 – Modifications to the deed

A. The deed is modified by adding the following additional clause 40:

40. The Scheme as an Attribution Managed Investment Trust

40.1 Application of this clause 40.1

- (a) The provisions of this clause 40.1 apply at all times during the life of the Scheme and prevail over any other provisions of this deed to the extent of any inconsistency (save for clause 35).
- (b) In this deed:

AMIT means, in respect of a Financial Year, an attribution managed investment trust as defined in the 1997 Act;

AMIT Election means a choice/election made by the Responsible Entity under the 1997 Act for the AMIT Regime to apply to the Scheme or to a class of Units of the Scheme (if any); and

AMIT Regime means the regime for the taxation of AMITs as set out in the Tax Act.
- (c) The Responsible Entity may, in its absolute discretion, make an AMIT Election for the Scheme with effect from the commencement of any Financial Year of the Scheme. Nothing in this clause 40.1(c) requires the Responsible Entity to make an AMIT Election or to otherwise cause the Scheme to enter into the AMIT Regime.
- (d) Clauses 40.2 to 40.5 (both inclusive) shall apply in relation to each Financial Year for which the Scheme is an AMIT but not otherwise. Whilst such provisions apply, they will prevail over any other provisions of this deed to the extent of any inconsistency (save for clause 35).
- (e) The Responsible Entity shall have the power to take any action which it reasonably believes is necessary or desirable to:
 - (i) enable the Scheme to qualify as an AMIT (subject always to the Corporations Act);
 - (ii) allow it to make an AMIT Election in respect of the Scheme; and
 - (iii) administer the Scheme in a Financial Year for which it intends to make an AMIT Election on the basis that clauses 40.2 to 40.5 (both inclusive) apply even if an AMIT Election has not yet been made in respect of that Financial Year.

- (f) In addition to, and without limiting clause 13, to the maximum extent permitted under the Corporations Act, the Responsible Entity is not obliged to account to anyone (including any Member) nor is it liable for any loss or damage as a result of any matter, act or thing done or omitted to be done by a Member in relation to the way in which the Responsible Entity attributes the taxable income of the Scheme under the AMIT Regime.
- (g) Subject always to the Corporations Act, if a Member takes a position in its tax return that is inconsistent with the way that the Responsible Entity attributes or purports to attribute the taxable income of the Scheme under the AMIT Regime, that Member shall, if required by the Responsible Entity, indemnify the Responsible Entity against all costs, expenses and liabilities that the Responsible Entity incurs in resolving the inconsistency including the payment of any Taxes that the Responsible Entity determines (acting reasonably) relate to that Member or to an amount that the Responsible Entity attributes or purports to attribute to that Member.

The indemnity contained in this clause 40.1(g) applies without limiting any other right of indemnity contained in this deed (and they are in addition to, and not in substitution for, those other indemnities).

- (h) Subject always to the Corporations Act (including section 601GA(2)(b)), the Responsible Entity is indemnified and entitled to be reimbursed out of or paid from the Scheme Property for any costs, expenses or liabilities relating to the application or purported application of the AMIT Regime to the Scheme including any Taxes that become payable by the Responsible Entity under the AMIT Regime or as a result of the AMIT Regime not applying to the Scheme and including the cost of resolving any disputes with Members or former Members in relation to the way that the AMIT Regime applies to the Scheme.

The indemnities contained in this clause 40.1(h) apply without limiting any other right of indemnity contained in this deed (and they are in addition to, and not in substitution for, those other indemnities). For the avoidance of doubt, the Responsible Entity is entitled to be fully indemnified under this clause 40.1(h) without calling on the indemnity in clause 40.1(g).

40.2 AMIT Regime definitions

In this deed:

Attribution Amount in respect of a Financial Year, means any amount calculated by the Responsible Entity to be fair and reasonable and attributed to a Member for the purposes of Division 276 of the 1997 Act, and may include or be adjusted by:

- (a) components of income character;
- (b) components of tax offset character;
- (c) any amount the Responsible Entity determines; and
- (d) Unders or Overs.

Determined Trust Component means a determined trust component as defined in the 1997 Act.

Over has the meaning given to that word in the 1997 Act.

Under has the meaning given to that word in the 1997 Act.

40.3 AMIT powers

Subject always to the Corporations Act, in addition to its other rights and powers included in this deed, the Responsible Entity has all of the powers and rights which are necessary or desirable to:

- (a) enable the Responsible Entity to comply with the AMIT Regime and to do all such things which it is empowered or required to do under the AMIT Regime;
- (b) enable the Responsible Entity to operate and administer the Scheme under the AMIT Regime; and
- (c) ensure that there is an appropriate and equitable application of the powers and rights of the Responsible Entity and Members that arise under the AMIT Regime.

40.4 Attribution

- (a) Where the Responsible Entity has made a choice in accordance with the 1997 Act to treat a class of Units as a separate AMIT, this clause 40.4 applies to each class of Unit of the Scheme that is a separate AMIT.
- (b) The Responsible Entity must, following the end of a Financial Year, attribute each Determined Trust Component of a particular character for the Financial Year to Members in a way that is fair and reasonable having regard to the amount and character of Distributable Income that has been distributed to those Members in respect of the Financial Year including any Distributable Income that the Responsible Entity determines forms part of the amount distributed to a Member upon withdrawal or redemption of some or all of their Units.
- (c) The Responsible Entity may determine that some or all of the proceeds of a withdrawal or redemption of Units includes an amount of Distributable Income in a way that is fair and reasonable having regard inter alia to any income or gains (including unrealised gains) that have accrued to the Scheme at the time of withdrawal or redemption but have not yet been distributed.
- (d) Where a Determined Trust Component of a particular character for a Financial Year is increased as a result of an Under or decreased as a result of an Over, that increase or decrease shall be attributed to Members in proportion to their share of Distributable Income for the Financial Year.
- (e) In the event that there is no Distributable Income for a Financial Year, each Determined Trust Component for the Financial Year shall be attributed to persons who are Members at the end of the Financial Year in proportion to their Units.

40.5 Consequential amendments to other provisions of this deed

- (a) The definition of "Tax Act" in clause 1.1 is deleted and replaced with: "**Tax Act** means the Income Tax Assessment Act 1936 (Cth) (**1936 Act**), the Income Tax Assessment Act 1997 (Cth) (**1997 Act**) and the Taxation Administration Act 1953 (Cth) (**1953 Act**), as appropriate, and any subordinate legislation in relation to those pieces of legislation."
- (b) Delete clause 18.1(b).
- (c) Amend clause 18.10 by removing "of an amount at least equal to the Net Taxable Income of the Scheme".

Dated

14 June 2017

EXECUTED as a deed poll

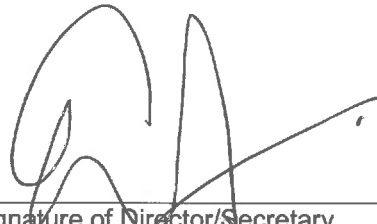
**EXECUTED by Australian Unity Investment
Real Estate Limited (ABN 86 606 414 368)**
by two Directors or a Director and the
Secretary in accordance with s.127 of the
Corporations Act 2001:



Signature of Director

Kirsty Dullahide
Director

Full Name of Signatory



Signature of Director/Secretary

Emma Rodgers
Company Secretary

Full Name of Signatory