



Investa Listed Funds Management Limited
ABN 37 149 175 655

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26 August 2011

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

Dear Sir/Madam,

RE: Investa Office Fund (ASX: IOF) - Amendment to Constitutions for Armstrong Jones Office Fund and Prime Credit Property Trust

Investa Listed Funds Management Limited (**ILFML**), as Responsible Entity for the Investa Office Fund (**ASX: IOF**), comprising Armstrong Jones Office Fund (ARSN 090 242 229) (**AJO**) & Prime Credit Property Trust (ARSN 089 849 196) (**PCP**) advises that pursuant to Listing Rule 15.4.2, it has amended the constitutions of AJO and PCP by amending deed poll dated 26 August 2011. The supplemental deed polls were lodged with the Australian Securities and Investments Commission today.

Attached are copies of AJO's and PCP's constitutions identifying the amendments that have been made.

Yours sincerely,

A handwritten signature in black ink, appearing to read "J. Callaghan". The signature is fluid and cursive, written over a white background.

Jonathan Callaghan
Investa Property Group
Group General Counsel

Deed

Armstrong Jones Office Fund

Amending Deed

Investa Listed Funds Management Ltd

ABN 37 149 175 655

james.graham1@freehills.com

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Table of contents

1	Definitions, interpretation and deed components	2
1.1	Definitions.....	2
1.2	Trust deed definitions.....	2
1.3	Interpretation	2
2	Operation of this deed poll	2
3	Amendments to the Trust Deed	2
3.1	The Amendments.....	2
3.2	Provisions that have not been amended.....	3
4	General	3
4.1	Governing law and jurisdiction	3
	Signing page	4

Armstrong Jones Office Fund
Amending Deed

Date ▶ 26 AUGUST 2011

By

Responsible Entity **Investa Listed Funds Management Ltd**

ABN 37 149 175 655 of Level 6, 126 Phillip St, Sydney NSW 2000

Recitals

- 1 Armstrong Jones Office Fund ARSN 090 242 229 (**Trust**) was established by trust deed, as amended from time to time (**Constitution**).
 - 2 The Responsible Entity is the responsible entity of the Trust. The Trust is a registered managed investment scheme.
 - 3 Section 601GC(1)(b) of the Corporations Act provides that the constitution of a registered scheme may be modified by the responsible entity if the responsible entity reasonably considers the change will not adversely affect members' rights.
 - 4 The Responsible Entity wishes to amend the Constitution in the manner set out in this deed poll and the Responsible Entity reasonably considers the change will not adversely affect members' rights.
-

This deed witnesses as follows:

1 Definitions, interpretation and deed components

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Effective Date	the date this deed is lodged with ASIC pursuant to section 601GC(2) of the Corporations Act.

1.2 Constitution definitions

Unless otherwise defined in this deed poll, a word or phrase defined in the Constitution has the same meaning when used in this deed poll.

1.3 Interpretation

Clause 28.2 of the Constitution applies to this deed poll as if set out in full in this deed poll.

2 Operation of this deed poll

This deed poll takes effect on and from the Effective Date.

3 Amendments to the Constitution

3.1 The Amendments

(a) A new clause 11.3B is inserted into the Constitution as set out below:

Buyback Powers

11.3B Without limiting any other powers of the Responsible Entity under this Constitution:

- (a) While the Trust is Listed, the Responsible Entity may buy-back Units, subject to and in accordance with the Corporations Act (as modified from time to time) and any applicable requirements of the Listing Rules.
- (b) Immediately after the registration of a transfer of a Unit or a Stapled Security (as applicable) following a buy-back under this clause 11.3B, the Units purchased will be cancelled.
- (c) Where a Unit forms part of a Stapled Security, the Responsible Entity may only buy-back and cancel Units if the Securities to which those

Units are Stapled are also the subject of a contemporaneous buy-back and cancellation.

- (d) The purchase price payable for a Unit or Stapled Security purchased under this clause 11.3B will be determined by the Responsible Entity (or its nominee) as follows:
- (1) any period in which a purchase may be made, the Responsible Entity (or its nominee) may set a range of prices at which purchases can be made during all or part of that period in the ordinary course of trading on the ASX and may adjust that pricing range from time to time if appropriate, but the maximum purchase price on any day cannot exceed the Indicative Buy-Back Price for that day by more than 5% (other than to the extent that such purchase price is permitted under the terms of any relevant provisions of the Corporations Act or ASIC relief); and
 - (2) the purchase must otherwise satisfy the conditions of any necessary relief from or modification of the Corporations Act.
- (e) Where Units are issued as a component of a Stapled Security, the Responsible Entity and the responsible entity of the Stapled Trust may agree how much of the purchase price of the Stapled Security will be allocated to the purchase of a Unit and how much will be allocated to the purchase of a Stapled Unit).

- (b) A new definition is added to clause 30 of the Constitution as follows:

Indicative Buy-Back Price

- (a) where a Unit does not form part of a Stapled Security, the average market price (as that term is defined in the Listing Rules) per Unit of all Units sold on the ASX during the last 5 days on which sales in Units were recorded before the relevant Business Day; or
- (b) where a Unit forms part of a Stapled Security, the average market price (as that term is defined in the Listing Rules) per Stapled Security of all Stapled Securities sold on the ASX during the last 5 days on which sales in Stapled Securities were recorded before the relevant Business Day.

3.2 Provisions that have not been amended

The Responsible Entity declares that it is not, by this deed, re-declaring the Trust or causing the transfer, vesting or accruing of property in any person.

4 General

4.1 Governing law and jurisdiction

This deed is governed by the law in force in Victoria.

Executed as a deed

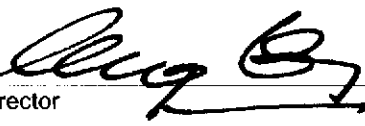
Responsible Entity

Signed sealed and delivered by
Investa Listed Funds Management Ltd

sign here ▶ 

Company Secretary/Director

print name Jonathan Callaghan

sign here ▶ 

Director

print name MING LONG

Deed

Prime Credit Property
Trust
Amending Deed

Investa Listed Funds Management Ltd

ABN 37 149 175 655

james.graham1@freehills.com

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Table of contents

1	Definitions, interpretation and deed components	2
	1.1 Definitions.....	2
	1.2 Trust deed definitions.....	2
	1.3 Interpretation.....	2
2	Operation of this deed poll	2
3	Amendments to the Trust Deed	2
	3.1 The Amendments.....	2
	3.2 Provisions that have not been amended.....	3
4	General	3
	4.1 Governing law and jurisdiction.....	3
	Signing page	4

Prime Credit Property Trust
Amending Deed

Date ▶ 26 AUGUST 2011

By

Responsible Entity **Investa Listed Funds Management Ltd**

ABN 37 149 175 655 of Level 6, 126 Phillip St, Sydney NSW 2000

Recitals

- 1 Prime Credit Property Trust ARSN 089 849 196 (**Trust**) was established by trust deed, as amended from time to time (**Constitution**).
 - 2 The Responsible Entity is the responsible entity of the Trust. The Trust is a registered managed investment scheme.
 - 3 Section 601GC(1)(b) of the Corporations Act provides that the constitution of a registered scheme may be modified by the responsible entity if the responsible entity reasonably considers the change will not adversely affect members' rights.
 - 4 The Responsible Entity wishes to amend the Constitution in the manner set out in this deed poll and the Responsible Entity reasonably considers the change will not adversely affect members' rights.
-

This deed witnesses as follows:

1 Definitions, interpretation and deed components

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Effective Date	the date this deed is lodged with ASIC pursuant to section 601GC(2) of the Corporations Act.

1.2 Constitution definitions

Unless otherwise defined in this deed poll, a word or phrase defined in the Constitution has the same meaning when used in this deed poll.

1.3 Interpretation

Clause 28.2 of the Constitution applies to this deed poll as if set out in full in this deed poll.

2 Operation of this deed poll

This deed poll takes effect on and from the Effective Date.

3 Amendments to the Constitution

3.1 The Amendments

(a) A new clause 10.3B is inserted into the Constitution as set out below:

Buyback Powers

10.3B Without limiting any other powers of the Responsible Entity under this Constitution:

- (a) While the Trust is Listed, the Responsible Entity may buy-back Units, subject to and in accordance with the Corporations Act (as modified from time to time) and any applicable requirements of the Listing Rules.
- (b) Immediately after the registration of a transfer of a Unit or a Stapled Security (as applicable) following a buy-back under this clause 10.3B, the Units purchased will be cancelled.
- (c) Where a Unit forms part of a Stapled Security, the Responsible Entity may only buy-back and cancel Units if the Securities to which those

Units are Stapled are also the subject of a contemporaneous buy-back and cancellation.

- (d) The purchase price payable for a Unit or Stapled Security purchased under this clause 10.3B will be determined by the Responsible Entity (or its nominee) as follows:
 - (1) any period in which a purchase may be made, the Responsible Entity (or its nominee) may set a range of prices at which purchases can be made during all or part of that period in the ordinary course of trading on the ASX and may adjust that pricing range from time to time if appropriate, but the maximum purchase price on any day cannot exceed the Indicative Buy-Back Price for that day by more than 5% (other than to the extent that such purchase price is permitted under the terms of any relevant provisions of the Corporations Act or ASIC relief); and
 - (2) the purchase must otherwise satisfy the conditions of any necessary relief from or modification of the Corporations Act.
- (e) Where Units are issued as a component of a Stapled Security, the Responsible Entity and the responsible entity of the Stapled Trust may agree how much of the purchase price of the Stapled Security will be allocated to the purchase of a Unit and how much will be allocated to the purchase of a Stapled Unit).

- (b) A new definition is added to clause 28 of the Constitution as follows:

Indicative Buy-Back Price

- (a) where a Unit does not form part of a Stapled Security, the average market price (as that term is defined in the Listing Rules) per Unit of all Units sold on the ASX during the last 5 days on which sales in Units were recorded before the relevant Business Day; or
- (b) where a Unit forms part of a Stapled Security, the average market price (as that term is defined in the Listing Rules) per Stapled Security of all Stapled Securities sold on the ASX during the last 5 days on which sales in Stapled Securities were recorded before the relevant Business Day.

3.2 Provisions that have not been amended

The Responsible Entity declares that it is not, by this deed, re-declaring the Trust or causing the transfer, vesting or accruing of property in any person.

4 General

4.1 Governing law and jurisdiction

This deed is governed by the law in force in Victoria.


Executed as a deed

Responsible Entity

Signed sealed and delivered by
Investa Listed Funds Management Ltd

sign here ▶ 
Company Secretary/Director

print name _____ Jonathan Callaghan

sign here ▶ 
Director

print name _____ MING LONG