

6 February 2009

The Manager
Australian Stock Exchange Limited
20 Bridge Street
Sydney NSW 2000

DEXUS Funds Management Limited
ABN 24 060 920 783
AFSL: 238163

Level 9, 343 George Street
Sydney NSW 2000

PO Box R1822
Royal Exchange NSW 1225

Telephone 02 9017 1100
Direct 03 8611 2930
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Email: karol.oreilly@dexus.com

Dear Sir/Madam

DEXUS Property Group (ASX: DXS) - General Meeting of Security holders results and Supplemental Deeds

DEXUS Funds Management Limited, as responsible entity for DEXUS Property Group (DXS), advises that the three resolutions considered today at DEXUS Property Group's General Meeting of Security holders were passed by the required majority. Details of the resolutions are outlined in Attachment A.

Also attached are the Supplemental Deeds as approved at today's meeting and lodged with ASIC.

Copies of the Supplemental Deeds for each Trust will be available on our web site at www.dexus.com

For further information, please contact:

Investor Relations:	Karol O'Reilly	(03) 8611 2930
Media Relations:	Emma Parry	(02) 9017 1133

Yours sincerely



Tanya Cox
Company Secretary

Attachment A:

Details of DEXUS Property Group General Meeting of Security holders - proxy votes

Manner in which the security holder directed the proxy vote	Proxies held/Votes	Manner in which votes were cast on a poll
Resolution 1: To ratify the placement		
For	124,785,433 - 95.7%	Poll
Against	3,261,651	
Abstain	2,393,815	
Resolution 2: To approve the issue of stapled securities to an underwriter in connection with issues under a distribution reinvestment plan		
For	475,411,921 - 98.4% (40.5% of eligible votes)	Poll
Against	7,024,140	
Abstain	707,659	
Resolution 3: To approve the amendments to the Constitutions of the DEXUS Property Group Trusts		
For	2,302,005,918 - 99.8%	Poll
Against	2,997,385	
Abstain	823,064	

Supplemental Deed Poll

Dated 6 February 2009

DEXUS Funds Management Limited (ABN 24 060 920 783)
("Responsible Entity")

Amending the Constitution of the DEXUS Diversified Trust (ARSN 089
324 541)

Mallesons Stephen Jaques

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
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F +61 2 9296 3999
DX 113 Sydney
www.mallesons.com

Supplemental Deed Poll

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Supplemental Deed Poll

Details

Parties	Responsible Entity	
Responsible Entity	Name	DEXUS Funds Management Limited
	ABN	24 060 920 783
	Address	Level 9, 343 George Street Sydney NSW 2000
	Attention	Company Secretary
Recitals	A	The Responsible Entity is the responsible entity of the trust known as the DEXUS Diversified Trust (ARSN 089 324 541) (" Trust ").
	B	The Trust has been registered pursuant to section 601EB of the <i>Corporations Act 2001</i> (Cth) (the " Corporations Act ") as a managed investment scheme.
	C	The Trust was constituted under a Constitution dated 15 August 1984 as amended from time to time.
	D	Clause 15 of the Constitution provides that, subject to any approval required by law, the Responsible Entity may by deed replace or amend the Constitution.
	E	Section 601GC(1) of the Corporations Act provides that the constitution of a registered scheme may be modified by special resolution of the members of the scheme.
	F	Pursuant to section 601GC(2) of the Corporations Act, the amendments set out in this Supplemental Deed Poll do not take effect until a copy has been lodged with the Australian Securities and Investments Commission (" ASIC ").
Governing law	New South Wales	
Date of agreement	See Signing page	

Supplemental Deed Poll

General terms

1 Definitions and interpretation

1.1 Definitions

In this Supplemental Deed Poll including the Recitals, the following definitions apply unless the context otherwise requires.

- (a) **Constitution** means the constitution constituting the Trust, as amended from time to time.
- (b) **Effective Time** means the date and time on which a copy of this Supplemental Deed Poll is lodged with ASIC under section 601GC(2) of the Corporations Act.
- (c) **Trust** means DEXUS Diversified Trust (ARSN 089 324 541).
- (d) **Schedule** means a schedule to this Supplemental Deed Poll.

1.2 Interpretation

- (a) Terms used but not defined in this Supplemental Deed Poll have the same meanings given to them in the Constitution.
- (b) Clause 1.2 of the Constitution applies to this Supplemental Deed Poll as if set out in this Supplemental Deed Poll.

1.3 Benefit of this Supplemental Deed Poll

This Supplemental Deed Poll is made by the Responsible Entity with the intent that the benefit of this Supplemental Deed Poll shall enure to the benefit of Holders jointly and severally.

2 Amendment of Constitution

The Responsible Entity amends the Constitution so that, on and from the Effective Time the amendments set out in the Schedule are made to the Constitution.

3 Conflict

If there is a conflict between the Constitution and this Supplemental Deed Poll, the terms of this Supplemental Deed Poll prevail.

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.

EXECUTED as a deed

Supplemental Deed Poll

Schedule 1 - Amendments

1. In clause 1.1 (“Definitions”) in the definition of “December 2008 Capital Raising”:
 - (a) the reference to “(a)” is deleted and replaced with “(1)”; and
 - (b) the reference to “(b)” is deleted and replaced with “(2)”.
2. In clause 4.4 (“Issue and allotment”):
 - (a) the reference to “(i)” is deleted and replaced with “(1)”; and
 - (b) the reference to “(ii)” is deleted and replaced with “(2)”.
3. In clause 5.1(a) the words “, but nothing in this clause 5 or this deed limits the Responsibility Entity’s power to issue Units in compliance with any applicable instrument issued by ASIC and the Listing Rules” are inserted immediately after the words “to this deed”.
4. In clause 5.6 (“Placements at Market Price”):
 - (a) in the heading, the words “Issues and” are inserted immediately before the words “Placements at Market”;
 - (b) in clause 5.6(a)(1), the words “professional investors” are deleted and replaced with the words “wholesale clients”;
 - (c) in clause 5.6(a)(1), the word “9” is deleted and replaced with the word “761G(4)”;
 - (d) in clause 5.6(a)(1)(B), the word “or” which appears immediately after the words “with clause 1.3(b)(2);” is deleted;
 - (e) in clause 5.6(a)(2), the word “and” which appears immediately after the words “with clause 1.3(b)(2);” is deleted and replaced with the word “or”;
 - (f) the following new clause 5.6(a)(3) is inserted immediately after clause 5.6(a)(2):
 - “(3) made pursuant to an offer without a PDS in accordance with section 1012DAA of the Corporations Act within 15 Business Days of the date as at which the Market Price is calculated in accordance with clause 1.3(b)(2); and”
 - (g) in clause 5.6(b)(1), the words “professional investors” are deleted and replaced with the words “wholesale clients”;
 - (h) in clause 5.6(b)(1), the word “9” is deleted and replaced with the word “761G(4)”;

- (i) in clause 5.6(b)(1)(B), the word “or” which appears immediately after the words “with clause 1.3(b)(2);” is deleted;
 - (j) in clause 5.6(b)(2), the “.” which appears immediately after the words “with clause 1.3(b)(2)” is deleted and replaced with “; or”; and
 - (k) the following new clause 5.6(b)(3) is inserted immediately after clause 5.6(b)(2):
 - “(3) made pursuant to an offer without a PDS in accordance with section 1012DAA of the Corporations Act within 15 Business Days of the date as at which the Market Price is calculated in accordance with clause 1.3(b)(2).”
5. In clause 5.7(b), the words “unless the issue is permitted by any applicable instrument issued by ASIC” are inserted immediately after the words “with the Responsible Entity”;
6. In clause 5.9(g), the words “or as permitted under any applicable instrument issued by ASIC” are inserted immediately after the words “associates as Unitholders”.
7. In clause 9.2(a)(1), the word “Distributable” is inserted immediately after the words “determine the”; and
8. Paragraph 5 of Schedule 1 is deleted and replaced with the following:

“5 Proxies

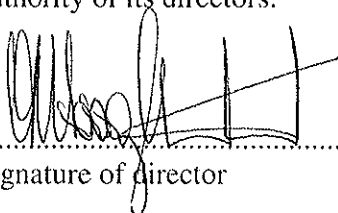
- (a) Subject to paragraph (b), the provisions of the Corporations Act governing proxies for meetings of members of registered schemes (as that term is defined in the Corporations Act) apply to the Trust.
- (b) The Responsible Entity may determine that the appointment of a proxy is valid even if it contains only some of the information required by the Corporations Act.
- (c) Subject to the Corporations Act, the form of proxy used to appoint a proxy to vote on behalf of a Holder in respect of an Attached Security may be the same form as they use to appoint a proxy in respect of the Attached Securities which they hold.”

Supplemental Deed Poll

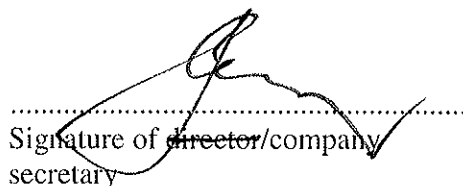
Signing page

DATED: 6 FEBRUARY, 2009

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


.....)
Signature of director)

VICTOR P HOOG ANTINK)
.....)
Name of director (block letters))


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

JOHN EASY)
.....)
Name of director/company secretary)
(block letters))

Supplemental Deed Poll

Dated 6th February 2009

DEXUS Funds Management Limited (ABN 24 060 920 783)
("Responsible Entity")

Amending the Constitution of the DEXUS Industrial Trust (ARSN 090 879 137)

Mallesons Stephen Jaques

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www.mallesons.com

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Supplemental Deed Poll

Details

Parties	Responsible Entity	
Responsible Entity	Name	DEXUS Funds Management Limited
	ABN	24 060 920 783
	Address	Level 9, 343 George Street Sydney NSW 2000
	Attention	Company Secretary
Recitals	A	The Responsible Entity is the responsible entity of the trust known as the DEXUS Industrial Trust (ARSN 090 879 137) (" Trust ").
	B	The Trust has been registered pursuant to section 601EB of the <i>Corporations Act 2001</i> (Cth) (the " Corporations Act ") as a managed investment scheme.
	C	The Trust was constituted under a Constitution dated 1 August 1997 as amended from time to time.
	D	Clause 15 of the Constitution provides that, subject to any approval required by law, the Responsible Entity may by deed replace or amend the Constitution.
	E	Section 601GC(1) of the Corporations Act provides that the constitution of a registered scheme may be modified by special resolution of the members of the scheme.
	F	Pursuant to section 601GC(2) of the Corporations Act, the amendments set out in this Supplemental Deed Poll do not take effect until a copy has been lodged with the Australian Securities and Investments Commission (" ASIC ").
Governing law	New South Wales	
Date of agreement	See Signing page	

Supplemental Deed Poll

General terms

1 Definitions and interpretation

1.1 Definitions

In this Supplemental Deed Poll including the Recitals, the following definitions apply unless the context otherwise requires.

- (a) **Constitution** means the constitution constituting the Trust, as amended from time to time.
- (b) **Effective Time** means the date and time on which a copy of this Supplemental Deed Poll is lodged with ASIC under section 601GC(2) of the Corporations Act.
- (c) **Trust** means DEXUS Industrial Trust (ARSN 090 879 137).
- (d) **Schedule** means a schedule to this Supplemental Deed Poll.

1.2 Interpretation

- (a) Terms used but not defined in this Supplemental Deed Poll have the same meanings given to them in the Constitution.
- (b) Clause 1.2 of the Constitution applies to this Supplemental Deed Poll as if set out in this Supplemental Deed Poll.

1.3 Benefit of this Supplemental Deed Poll

This Supplemental Deed Poll is made by the Responsible Entity with the intent that the benefit of this Supplemental Deed Poll shall enure to the benefit of Holders jointly and severally.

2 Amendment of Constitution

The Responsible Entity amends the Constitution so that, on and from the Effective Time the amendments set out in the Schedule are made to the Constitution.

3 Conflict

If there is a conflict between the Constitution and this Supplemental Deed Poll, the terms of this Supplemental Deed Poll prevail.

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.

EXECUTED as a deed

Supplemental Deed Poll

Schedule 1 - Amendments

1. In clause 1.1 (“Definitions”) in the definition of “December 2008 Capital Raising”:
 - (a) the reference to “(a)” is deleted and replaced with “(1)”; and
 - (b) the reference to “(b)” is deleted and replaced with “(2)”.
2. In clause 4.4 (“Issue and allotment”):
 - (a) the reference to “(i)” is deleted and replaced with “(1)”; and
 - (b) the reference to “(ii)” is deleted and replaced with “(2)”.
3. In clause 5.1(a) the words “, but nothing in this clause 5 or this deed limits the Responsibility Entity’s power to issue Units in compliance with any applicable instrument issued by ASIC and the Listing Rules” are inserted immediately after the words “to this deed”.
4. In clause 5.6 (“Placements at Market Price”):
 - (a) in the heading, the words “Issues and” are inserted immediately before the words “Placements at Market”;
 - (b) in clause 5.6(a)(1), the words “professional investors” are deleted and replaced with the words “wholesale clients”;
 - (c) in clause 5.6(a)(1), the word “9” is deleted and replaced with the word “761G(4)”;
 - (d) in clause 5.6(a)(1)(B), the word “or” which appears immediately after the words “with clause 1.3(b)(2);” is deleted;
 - (e) in clause 5.6(a)(2), the word “and” which appears immediately after the words “with clause 1.3(b)(2);” is deleted and replaced with the word “or”;
 - (f) the following new clause 5.6(a)(3) is inserted immediately after clause 5.6(a)(2):

“(3) made pursuant to an offer without a PDS in accordance with section 1012DAA of the Corporations Act within 15 Business Days of the date as at which the Market Price is calculated in accordance with clause 1.3(b)(2); and”
 - (g) in clause 5.6(b)(1), the words “professional investors” are deleted and replaced with the words “wholesale clients”;
 - (h) in clause 5.6(b)(1), the word “9” is deleted and replaced with the word “761G(4)”;

- (i) in clause 5.6(b)(1)(B), the word “or” which appears immediately after the words “with clause 1.3(b)(2);” is deleted;
 - (j) in clause 5.6(b)(2), the “.” which appears immediately after the words “with clause 1.3(b)(2)” is deleted and replaced with “; or”; and
 - (k) the following new clause 5.6(b)(3) is inserted immediately after clause 5.6(b)(2):
 - “(3) made pursuant to an offer without a PDS in accordance with section 1012DAA of the Corporations Act within 15 Business Days of the date as at which the Market Price is calculated in accordance with clause 1.3(b)(2).”
5. In clause 5.7(b), the words “unless the issue is permitted by any applicable instrument issued by ASIC” are inserted immediately after the words “with the Responsible Entity”;
 6. In clause 5.9(g), the words “or as permitted under any applicable instrument issued by ASIC” are inserted immediately after the words “associates as Unitholders”.
 7. Clause 5.10(a) is deleted and replaced with the following:

“The Responsible Entity may issue Options and Units on the exercise of an Option at an Issue Price determined by the Responsible Entity, being a price other than the Issue Price calculated in accordance with clauses 5.2, 5.5 and 5.6, if:

 - (a) the Responsible Entity offers the Options to persons who are Unitholders on a date not more than 20 Business Days before the date of the offer, in proportion to the value of each Unitholder’s Unit Holding at that date (subject to clause 5.10(i)), Options offered to, but not acquired by, Unitholders may be issued to other persons;”
 8. In clause 9.2(a)(1), the word “Distributable” is inserted immediately after the words “determine the”; and
 9. Paragraph 5 of Schedule 1 is deleted and replaced with the following:

“5 Proxies

- (a) Subject to paragraph (b), the provisions of the Corporations Act governing proxies for meetings of members of registered schemes (as that term is defined in the Corporations Act) apply to the Trust.
- (b) The Responsible Entity may determine that the appointment of a proxy is valid even if it contains only some of the information required by the Corporations Act.
- (c) Subject to the Corporations Act, the form of proxy used to appoint a proxy to vote on behalf of a Holder in respect of an Attached Security may be the same form as they use to

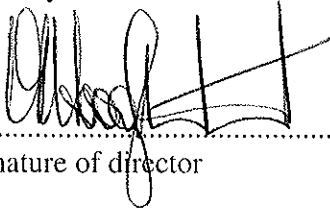
appoint a proxy in respect of the Attached Securities which they hold.”

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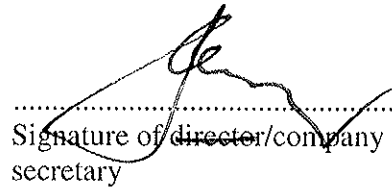
DATED: 6 FEBRUARY, 2009

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



.....)
Signature of director)

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



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

JOHN. EASY)
.....)
Name of director/company secretary)
(block letters))

Supplemental Deed Poll

Dated 6 February 2009

DEXUS Funds Management Limited (ABN 24 060 920 783)
("Responsible Entity")

Amending the Constitution of the DEXUS Office Trust (ARSN 090 768 531)

Mallesons Stephen Jaques

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1 Farrer Place
Sydney NSW 2000
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Supplemental Deed Poll

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Details

Parties	Responsible Entity	
Responsible Entity	Name	DEXUS Funds Management Limited
	ABN	24 060 920 783
	Address	Level 9, 343 George Street Sydney NSW 2000
	Attention	Company Secretary
Recitals	A	The Responsible Entity is the responsible entity of the trust known as the DEXUS Office Trust (ARSN 090 768 531) (" Trust ").
	B	The Trust has been registered pursuant to section 601EB of the <i>Corporations Act 2001</i> (Cth) (the " Corporations Act ") as a managed investment scheme.
	C	The Trust was constituted under a Constitution dated 17 June 1998 as amended from time to time.
	D	Clause 15 of the Constitution provides that, subject to any approval required by law, the Responsible Entity may by deed replace or amend the Constitution.
	E	Section 601GC(1) of the Corporations Act provides that the constitution of a registered scheme may be modified by special resolution of the members of the scheme.
	F	Pursuant to section 601GC(2) of the Corporations Act, the amendments set out in this Supplemental Deed Poll do not take effect until a copy has been lodged with the Australian Securities and Investments Commission (" ASIC ").
Governing law	New South Wales	
Date of agreement	See Signing page	

Supplemental Deed Poll

General terms

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1.1 Definitions

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- (b) **Effective Time** means the date and time on which a copy of this Supplemental Deed Poll is lodged with ASIC under section 601GC(2) of the Corporations Act.
- (c) **Trust** means DEXUS Office Trust ARSN 090 768 531.
- (d) **Schedule** means a schedule to this Supplemental Deed Poll.

1.2 Interpretation

- (a) Terms used but not defined in this Supplemental Deed Poll have the same meanings given to them in the Constitution.
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3. In clause 5.1(a) the words “, but nothing in this clause 5 or this deed limits the Responsibility Entity’s power to issue Units in compliance with any applicable instrument issued by ASIC and the Listing Rules” are inserted immediately after the words “to this deed”.
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5. In clause 5.7(b), the words “unless the issue is permitted by any applicable instrument issued by ASIC” are inserted immediately after the words “with the Responsible Entity”;
6. In clause 5.9(g), the words “or as permitted under any applicable instrument issued by ASIC” are inserted immediately after the words “associates as Unitholders”.
7. In clause 9.2(a)(1), the word “Distributable” is inserted immediately after the words “determine the”; and
8. Paragraph 5 of Schedule 1 is deleted and replaced with the following:

“5 Proxies

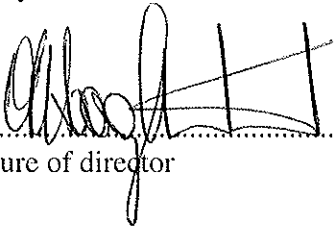
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- (b) The Responsible Entity may determine that the appointment of a proxy is valid even if it contains only some of the information required by the Corporations Act.
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Supplemental Deed Poll


Signing page

DATED: 6 FEBRUARY, 2009

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


.....)
Signature of director)

VICTOR P HOOG ANTINK)
.....)
Name of director (block letters))


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

JOHN EASY)
.....)
Name of ~~director~~/company secretary)
(block letters))

Supplemental Deed Poll

Dated 6th February 2009

DEXUS Funds Management Limited (ABN 24 060 920 783)
("Responsible Entity")

Amending the Constitution of the DEXUS Operations Trust (ARSN 110
521 223)

Mallesons Stephen Jaques

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Details

Parties	Responsible Entity	
Responsible Entity	Name	DEXUS Funds Management Limited
	ABN	24 060 920 783
	Address	Level 9, 343 George Street Sydney NSW 2000
	Attention	Company Secretary
Recitals	A	The Responsible Entity is the responsible entity of the trust known as the DEXUS Operations Trust (ARSN 110 521 223) (“ Trust ”).
	B	The Trust has been registered pursuant to section 601EB of the <i>Corporations Act 2001</i> (Cth) (the “ Corporations Act ”) as a managed investment scheme.
	C	The Trust was constituted under a Constitution dated 11 August 2004 as amended from time to time.
	D	Clause 15 of the Constitution provides that, subject to any approval required by law, the Responsible Entity may by deed replace or amend the Constitution.
	E	Section 601GC(1) of the Corporations Act provides that the constitution of a registered scheme may be modified by special resolution of the members of the scheme.
	F	Pursuant to section 601GC(2) of the Corporations Act, the amendments set out in this Supplemental Deed Poll do not take effect until a copy has been lodged with the Australian Securities and Investments Commission (“ ASIC ”).
Governing law	New South Wales	
Date of agreement	See Signing page	

Supplemental Deed Poll

General terms

1 Definitions and interpretation

1.1 Definitions

In this Supplemental Deed Poll including the Recitals, the following definitions apply unless the context otherwise requires.

- (a) **Constitution** means the constitution constituting the Trust, as amended from time to time.
- (b) **Effective Time** means the date and time on which a copy of this Supplemental Deed Poll is lodged with ASIC under section 601GC(2) of the Corporations Act.
- (c) **Trust** means DEXUS Operations Trust ARSN 110 521 223.
- (d) **Schedule** means a schedule to this Supplemental Deed Poll.

1.2 Interpretation

- (a) Terms used but not defined in this Supplemental Deed Poll have the same meanings given to them in the Constitution.
- (b) Clause 1.2 of the Constitution applies to this Supplemental Deed Poll as if set out in this Supplemental Deed Poll.

1.3 Benefit of this Supplemental Deed Poll

This Supplemental Deed Poll is made by the Responsible Entity with the intent that the benefit of this Supplemental Deed Poll shall enure to the benefit of Holders jointly and severally.

2 Amendment of Constitution

The Responsible Entity amends the Constitution so that, on and from the Effective Time the amendments set out in the Schedule are made to the Constitution.

3 Conflict

If there is a conflict between the Constitution and this Supplemental Deed Poll, the terms of this Supplemental Deed Poll prevail.

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.

EXECUTED as a deed

Supplemental Deed Poll

Schedule 1 - Amendments

1. In clause 1.1 (“Definitions”) in the definition of “December 2008 Capital Raising”:
 - (a) the reference to “(a)” is deleted and replaced with “(1)”; and
 - (b) the reference to “(b)” is deleted and replaced with “(2)”.
2. In clause 4.4 (“Issue and allotment”):
 - (a) the reference to “(i)” is deleted and replaced with “(1)”; and
 - (b) the reference to “(ii)” is deleted and replaced with “(2)”.
3. In clause 5.1(a) the words “, but nothing in this clause 5 or this deed limits the Responsibility Entity’s power to issue Units in compliance with any applicable instrument issued by ASIC and the Listing Rules” are inserted immediately after the words “to this deed”.
4. In clause 5.6 (“Placements at Market Price”):
 - (a) in the heading, the words “Issues and” are inserted immediately before the words “Placements at Market”;
 - (b) in clause 5.6(a)(1), the words “professional investors” are deleted and replaced with the words “wholesale clients”;
 - (c) in clause 5.6(a)(1), the word “9” is deleted and replaced with the word “761G(4)”;
 - (d) in clause 5.6(a)(1)(B), the word “or” which appears immediately after the words “with clause 1.3(b)(2);” is deleted;
 - (e) in clause 5.6(a)(2), the word “and” which appears immediately after the words “with clause 1.3(b)(2);” is deleted and replaced with the word “or”;
 - (f) the following new clause 5.6(a)(3) is inserted immediately after clause 5.6(a)(2):
 - “(3) made pursuant to an offer without a PDS in accordance with section 1012DAA of the Corporations Act within 15 Business Days of the date as at which the Market Price is calculated in accordance with clause 1.3(b)(2); and”
 - (g) in clause 5.6(b)(1), the words “professional investors” are deleted and replaced with the words “wholesale clients”;
 - (h) in clause 5.6(b)(1), the word “9” is deleted and replaced with the word “761G(4)”;

- (i) in clause 5.6(b)(1)(B), the word “or” which appears immediately after the words “with clause 1.3(b)(2);” is deleted;
 - (j) in clause 5.6(b)(2), the “.” which appears immediately after the words “with clause 1.3(b)(2)” is deleted and replaced with “; or”; and
 - (k) the following new clause 5.6(b)(3) is inserted immediately after clause 5.6(b)(2):
 - “(3) made pursuant to an offer without a PDS in accordance with section 1012DAA of the Corporations Act within 15 Business Days of the date as at which the Market Price is calculated in accordance with clause 1.3(b)(2).”
5. In clause 5.7(b), the words “unless the issue is permitted by any applicable instrument issued by ASIC” are inserted immediately after the words “with the Responsible Entity”;
6. In clause 5.9(g), the words “or as permitted under any applicable instrument issued by ASIC” are inserted immediately after the words “associates as Unitholders”.
7. In clause 9.2(a)(1), the word “Distributable” is inserted immediately after the words “determine the”; and
8. Paragraph 5 of Schedule 1 is deleted and replaced with the following:

“5 Proxies

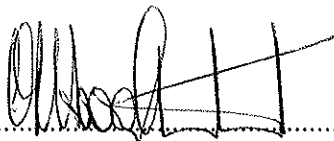
- (a) Subject to paragraph (b), the provisions of the Corporations Act governing proxies for meetings of members of registered schemes (as that term is defined in the Corporations Act) apply to the Trust.
- (b) The Responsible Entity may determine that the appointment of a proxy is valid even if it contains only some of the information required by the Corporations Act.
- (c) Subject to the Corporations Act, the form of proxy used to appoint a proxy to vote on behalf of a Holder in respect of an Attached Security may be the same form as they use to appoint a proxy in respect of the Attached Securities which they hold.”

Supplemental Deed Poll

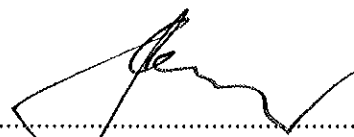
Signing page

DATED: 6 FEBRUARY, 2009

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


.....)
Signature of director)

VICTOR P HOOG ANTINK)
.....)
Name of director (block letters))


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

JOHN EASY)
.....)
Name of director/company secretary)
(block letters))