



The Manager
Company Announcements Platform
Australian Securities Exchange
20 Bridge Street
SYDNEY NSW 2000

22 September 2017

Dear Sir/Madam,

Supplemental Deed

A supplemental deed which gave effect to a technical amendment to the scheme deed for the Viva Energy REIT Trust ARSN 613 146 464 (**Trust**), is attached (**Supplemental Deed**). The amendment aligns the financial year of the Trust for a 31 December financial year for consistency with the financial year of all other entities in the Viva Energy REIT group (**Group**).

The Group has lodged its consolidated 31 December 2016 and 30 June 2017 (half year) financial results with the ASX. The Trust's financial results are consolidated with the Group and securityholder rights and distributions are not affected by the Supplemental Deed.

The Supplemental Deed was lodged with ASIC today.

Yours Sincerely,

A handwritten signature in black ink, appearing to be "T Tran".

Tony Tran
Company Secretary

Supplemental deed relating to Viva Energy REIT Trust

VER Limited (ACN 609 868 000)

Contents

	Page
1 Defined terms and interpretation	1
1.1 Definitions in the Dictionary	1
1.2 Interpretation	1
2 Modification of Principal Deed	1
2.1 Modification	1
2.2 Effective time	1
2.3 No resettlement or redeclaration	1
2.4 Modifications not to affect rights or obligations	2
3 General	2
3.1 Governing law	2
3.2 Jurisdiction	2
3.3 Variation	2
Schedule 1 — Modification of the Principal Deed	3
Execution page	4

Date: 22 September 2017

Party

- 1 **VER Limited (ACN 609 868 000)** as responsible entity of Viva Energy REIT Trust (ARSN 613 146 464) of Level 16, 720 Bourke Street, Docklands Victoria 3008 (**RE**)
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Background

- A The RE wishes to vary the deed governing the Viva Energy REIT Trust dated 14 June 2016 as varied by deeds dated 21 June 2016, 11 July 2016 and 8 August 2016 (**Principal Deed**) as set out in this deed poll.
- B Clause 20.2 of the Principal Deed, together with section 601GC(1)(b) of the *Corporations Act 2001* (Cth) (**Corporations Act**) permits the RE to modify the Principal Deed by a supplemental deed if the RE reasonably considers the change will not adversely affect members' rights.
- C The RE reasonably considers that the modification to the Principal Deed proposed to be made by this supplemental deed will not adversely affect members' rights.
- D The Principal Deed is modified in accordance with this deed poll.

The party agrees

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter which is defined in the Principal Deed, but is not defined in this deed poll, has the meaning given to it in the Principal Deed.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) of the Principal Deed sets out rules of interpretation for this deed poll.

2 Modification of Principal Deed

2.1 Modification

Subject to clause 2.2, the Principal Deed shall be modified as set out in Schedule 1.

2.2 Effective time

In accordance with section 601GC(2) of the Corporations Act, the modifications to the Principal Deed pursuant to clause 2.1 of this deed take effect immediately upon a copy of this deed being lodged with ASIC.

2.3 No resettlement or redeclaration

The RE confirms that it is not, by clause 2.1 of this deed poll, resettling or redeclaring the Trust and that the Principal Deed continues in effect as modified by clause 2.1.

2.4 Modifications not to affect rights or obligations

Nothing in this deed poll affects any right or obligation arising under the Principal Deed before the date of this deed poll.

3 General

3.1 Governing law

This deed is governed by the laws of Victoria.

3.2 Jurisdiction

The RE submits to the non-exclusive jurisdiction of the courts of Victoria.

3.3 Variation

No variation of this deed is effective unless made in writing and signed by the RE.

Schedule 1 — Modification of the Principal Deed

1 Modifications

1.1 Definitions

The definition of Financial Year in Schedule 1 (Dictionary) is replaced with the following:

Financial Year means:

- (a) for the first financial year, the period from the establishment of the Scheme to the next 31 December or such longer period as the Responsible Entity determines and the Corporations Act allows;
- (b) for the last financial year, the period from 1 January before the date the Scheme terminates to the date of distribution on winding up of the Scheme; and
- (c) in all other circumstances, the 12 month period ending on 31 December in each year.

Execution page

Executed as a deed poll.


Signed, sealed and delivered by **VER Limited as responsible entity of Viva Energy REIT Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

x 

Signature of director

STEPHEN NEWTON

Name of director (print)



Signature of director/secretary

TONY KHOA TRAN

Name of director/secretary (print)