

VIRIDIS
CLEAN ENERGY GROUP

FACSIMILE

TO	Australian Stock Exchange	DATE	20/08/09
ATTENTION	Ms Kate Kidson	FACSIMILE	+61 3 9614 0303
FROM	Duncan Jewell		
SUBJECT	Supplemental Deed Poll		

Dear Ms Kidson,

Please find attached Supplemental Deed Poll announcement for the Viridis Clean Energy Group (VIR).

Yours sincerely,

Duncan Jewell
Company Secretary
Viridis Investment Management Limited

P: +61 3 9677 8050

F: +61 3 9677 8080

RELEASE

Viridis Clean Energy Group - Supplemental Deed Polls

20 AUGUST 2009

Viridis Investment Management Limited ("VIML"), as responsible entity of Viridis Clean Energy Group (ASX: VIR) ("VCEG"), provides a copy of the Supplemental Deed Polls for Viridis Clean Energy Trust I and Viridis Clean Energy Trust II which were lodged with ASIC yesterday following approval at the securityholder meetings¹ held on 19 August 2009.

END

¹ The meetings of securityholders of Viridis Clean Energy Trust I and Viridis Clean Energy Trust II were each held concurrently and in conjunction with the other trust.

Supplemental deed poll - Viridis Clean Energy Trust I

Dated 19 AUGUST 2009

Viridis Investment Management Limited (ACN 099 788 431)
("Responsible Entity")

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

Supplemental deed poll - Viridis Clean Energy Trust I

Details

Responsible Entity	Name	Viridis Investment Management Limited
	ACN	099 788 431
	Capacity	Responsible Entity of the Scheme
	Address	Level 1 167 Flinders Lane MELBOURNE VIC 3000
Recitals	A	The Scheme is registered as a managed investment scheme under Chapter 5C of the Corporations Act.
	B	Section 601GC(1) of the Corporations Act provides that the constitution of a registered scheme may be modified, or repealed and replaced with a new constitution:
	(a)	by special resolution of the members of the scheme; or
	(b)	by the responsible entity if it reasonably considers the change will not adversely affect members' rights.
	C	Under clause 27.1 of the Constitution, the Constitution may be modified by Resolution and the Responsible Entity may give effect to the modification by executing a supplemental deed.
	D	The Responsible Entity wishes to modify the Constitution, as set out in this deed, to give effect to the Resolution to modify the Constitution that was passed by Members of the Scheme at the meeting held on 19 August 2009.
Governing law		Victoria
Date of deed		See signing page

Supplemental deed poll - Viridis Clean Energy Trust I

General terms

1 Interpretation

1.1 Definitions

In this deed, these words and phrases have the following meanings and any other words and phrases have the meaning given to them in the Constitution, unless the contrary intention appears:

Constitution means the trust deed dated 15 July 2005 under which the Scheme was constituted, as amended from time to time.

Effective Date means the date that a copy of this deed is lodged with the Australian Securities and Investments Commission.

Scheme means the registered managed investment scheme currently named Viridis Clean Energy Trust I (ARSN 115 340 442).

1.2 Headings

Headings are inserted for convenience only and do not affect the interpretation of this deed.

2 Modifications to the Constitution

The Constitution is modified on and from the Effective Date by:

- (a) replacing clause 19.1 with the following new clauses 19.1(a), (b), and (c):
 - “(a) Under the Investment Management Agreement between the Manager and RE, the Manager undertakes, for as long as the Investment Management Agreement is in force and to the extent such amounts are not paid to RE under clause 19.1(b), to reimburse RE for its reasonable costs in properly providing its services as RE for which it is not otherwise reimbursed pursuant to clause 19.2, including all overheads, and regardless of whether incurred directly by RE or reimbursed by RE to any of its related bodies corporate.
 - (b) Subject to the Corporations Act, RE is entitled to be paid out of the Assets a management fee equal to RE’s reasonable estimate of its costs, including all overheads and whether incurred directly by the RE or reimbursed by the RE to any of its related bodies corporate, in providing services as RE for which it is not otherwise reimbursed pursuant to clause 19.2.
 - (c) To the extent RE is to be paid under clause 19.1(b):

- (i) the management fee is payable from time to time upon demand by RE. RE may make demand for payment for all or part of the fee at any time if it has incurred costs whether or not it has paid those costs;
- (ii) RE must produce a statement within 1 month from the end of each month setting out the management fee for the month and any amount remaining unpaid; and
- (iii) RE may in respect of any period accept lower fees than it is entitled to receive under this constitution in respect of that period, or may defer payment for any period. Where payment is deferred, the fee accrues daily until paid."

3 Confirmation and conflict

3.1 Confirmation

The Responsible Entity confirms and acknowledges that, other than as provided for in this deed poll, the Constitution remains in full force and effect.

3.2 Conflict

If there is a conflict between the Constitution and this deed poll, the terms of this deed poll prevail.

4 Costs

The Responsible Entity will be indemnified by the Scheme for its reasonable costs incurred in connection with the preparation and execution of this deed poll.

5 Governing law

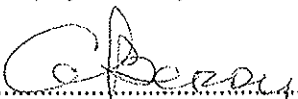
This deed is governed by the laws in force in the place specified in the Details. Each person affected by it must submit to the non-exclusive jurisdiction of the courts of that place and the courts of appeal from them.

EXECUTED as a deed

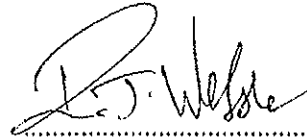
Supplemental deed poll - Viridis Clean Energy Trust I
Signing page

DATED: 19 AUGUST 2009

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


.....
Signature of director

A. J. BERREY
.....
Name of director (block letters)


.....

Signature of director/~~company~~
~~secretary~~*

*delete whichever is not applicable

ROGER J. WEBBER
.....

Name of director/~~company~~ ~~secretary~~*
(block letters)

*delete whichever is not applicable

Supplemental deed poll - Viridis Clean Energy Trust II

Dated *19 August 2009*

Viridis Investment Management Limited (ACN 099 788 431)
("Responsible Entity")

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

Supplemental deed poll - Viridis Clean Energy Trust II

Details

Responsible Entity	Name	Viridis Investment Management Limited
	ACN	099 788 431
	Capacity	Responsible Entity of the Scheme
	Address	Level 1 167 Flinders Lane MELBOURNE VIC 3000
Recitals	A	The Scheme is registered as a managed investment scheme under Chapter 5C of the Corporations Act.
	B	Section 601GC(1) of the Corporations Act provides that the constitution of a registered scheme may be modified, or repealed and replaced with a new constitution: <ul style="list-style-type: none"> (a) by special resolution of the members of the scheme; or (b) by the responsible entity if it reasonably considers the change will not adversely affect members' rights.
	C	Under clause 27.1 of the Constitution, the Constitution may be modified by Resolution and the Responsible Entity may give effect to the modification by executing a supplemental deed.
	D	The Responsible Entity wishes to modify the Constitution, as set out in this deed, to give effect to the Resolution to modify the Constitution that was passed by Members of the Scheme at the meeting held on 19 August 2009.
Governing law	Victoria	
Date of deed	See signing page	

Supplemental deed poll - Viridis Clean Energy Trust II

General terms

1 Interpretation

1.1 Definitions

In this deed, these words and phrases have the following meanings and any other words and phrases have the meaning given to them in the Constitution, unless the contrary intention appears:

Constitution means the trust deed dated 19 January 2004 under which the Scheme was constituted as amended from time to time.

Effective Date means the date that a copy of this deed is lodged with the Australian Securities and Investments Commission.

Scheme means the registered managed investment scheme currently named Viridis Clean Energy Trust II (ARSN 115 340 639).

1.2 Headings

Headings are inserted for convenience only and do not affect the interpretation of this deed.

2 Modifications to the Constitution

The Constitution is modified on and from the Effective Date by:

- (a) replacing clause 19.1 with the following new clauses 19.1(a), (b), and (c):

“(a) Under the Investment Management Agreement between the Manager and RE, the Manager undertakes, for as long as the Investment Management Agreement is in force and to the extent such amounts are not paid to RE under clause 19.1(b), to reimburse RE for its reasonable costs in properly providing its services as RE for which it is not otherwise reimbursed pursuant to clause 19.2, including all overheads, and regardless of whether incurred directly by RE or reimbursed by RE to any of its related bodies corporate.

- (b) Subject to the Corporations Act, RE is entitled to be paid out of the Assets a management fee equal to RE's reasonable estimate of its costs, including all overheads and whether incurred directly by the RE or reimbursed by the RE to any of its related bodies corporate, in providing services as RE for which it is not otherwise reimbursed pursuant to clause 19.2.

- (c) To the extent RE is to be paid under clause 19.1(b):
- (i) the management fee is payable from time to time upon demand by RE. RE may make demand for payment for all or part of the fee at any time if it has incurred costs whether or not it has paid those costs;
 - (ii) RE must produce a statement within 1 month from the end of each month setting out the management fee for the month and any amount remaining unpaid; and
 - (iii) RE may in respect of any period accept lower fees than it is entitled to receive under this constitution in respect of that period, or may defer payment for any period. Where payment is deferred, the fee accrues daily until paid."

3 Confirmation and conflict

3.1 Confirmation

The Responsible Entity confirms and acknowledges that, other than as provided for in this deed poll, the Constitution remains in full force and effect.

3.2 Conflict

If there is a conflict between the Constitution and this deed poll, the terms of this deed poll prevail.

4 Costs

The Responsible Entity will be indemnified by the Scheme for its reasonable costs incurred in connection with the preparation and execution of this deed poll.

5 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 - Viridis Clean Energy
Trust II**
Signing page

DATED: 19 AUGUST 2009

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


.....
Signature of director

A. J. BERRY
.....
Name of director (block letters)



.....
Signature of director/company

secretary*

*delete whichever is not applicable

ROBERT J. WEBSTER
.....

Name of director/company secretary*
(block letters)

*delete whichever is not applicable