



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

08 August 2016

Dear Sir/Madam,

Supplemental Deed

A supplemental deed which gave effect to a small number of technical amendments to the scheme deed for the Viva Energy REIT Trust ARSN 613 146 464, is attached (**Supplemental Deed**). Those amendments were required to be made in connection with the final listing mechanics of Viva Energy REIT.

The Supplemental Deed was lodged with ASIC today.

Yours Sincerely,

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

Tony Tran
Company Secretary

Supplemental deed relating to Viva Energy REIT Trust

VER Limited (ACN 609 868 000)

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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, 5 July 2016 and 10 July 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 definitions of VEOS Promissory Note (Cash payment) Amount, Viva Energy REIT IPO Equity Proceeds Amount and Viva Energy REIT IPO Transaction Costs Amount in Schedule 1 (Dictionary) are replaced with the following:

VEOS Promissory Note (Cash payment) Amount means \$1,569,337,955.35, being an amount equal to the Viva Energy REIT IPO Equity Proceeds Amount *plus* the Viva Energy REIT IPO Finco Loan Amount *less* the Viva Energy REIT IPO Transaction Costs Amount *less* the Viva Energy REIT IPO Retained Cash Amount.

Viva Energy REIT IPO Equity Proceeds Amount means \$911,000,061.40, being an amount equal to the IPO Issue Price multiplied by the number of Viva Energy REIT IPO Units.

Viva Energy REIT IPO Transaction Costs Amount means \$65,542,206.05.

A new definition is added to Schedule 1 (Dictionary) as follows:

IPO Issue Price means \$2.20 per Stapled Security.

Execution page

Executed as a deed poll.

Signed, sealed and delivered by **VER Limited as responsible entity of Viva Energy REIT Trust:**



Signature of director



Name of director (print)



Signature of director/secretary



Name of director/secretary (print)