

Supplementary Deed Poll of Variation

Sydney Australian Football Foundation Limited

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Supplementary Deed Poll of Variation

Parties

1. **Sydney Australian Football Foundation Limited** ACN 115 771 714 of Level 23, Governor Macquarie Tower, 1 Farrer Place, Sydney in the State of New South Wales (**Trustee**).

Operative Clauses

1. Definition

- 1.1 In this Deed Poll:
 - (a) **Deed Poll** means this Supplementary Deed Poll of Variation;
 - (b) **Trust Deed** means the trust deed between Andrew Pridham a settlor and the Trustee dated 17 August 2005 establishing the Greater Sydney Australian Football Foundation Trust which is now known as the Sydney Australian Football Foundation Trust.
 - 1.2 All other words and phrases in this Deed Poll have the same meaning as in the Trust Deed.
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2. Amendment to Trust Deed

- 2.1 The Trustee hereby amends the provisions of the Trust Deed in the following manner on and from the date of this Deed Poll in accordance with its right under clause 10 of the Trust Deed by deleting the definition of "Beneficiary" where appearing in clause 16.1 and replacing it with the following definition:

"**Beneficiary** means any body or organisation that cannot distribute profits, income or assets to members that is sanctioned, approved or endorsed by the Trustee which operates with objectives which include the growth and development of Australian Rules Football in the greater Sydney region including but not limited to AFL (NSW/ACT), AFLSA and SSL, but not including any AFL club which operates in the greater Sydney region and is a participant in the AFL national premiership competition (other than SSL);".

- 2.2 In all other respects the Trustee confirms the provisions of the Trust Deed.
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3. Special Majority Resolution


- 3.1 The Trustee acknowledges that it has power to amend the Trust Deed pursuant to clause 10.3 of the Trust Deed as a resolution of its board of directors approving the amendments was passed prior to the date of this Deed Poll with at least 75% of directors voting in favour of the variations to the Trust Deed set out in clause 2.1.

Executed as a deed poll on

18 AUGUST

2006

Executed by **Sydney Australian Football Foundation Limited**



Director

PETER IVANY

Name (please print)

Supplementary Deed Poll of Variation

Sydney Australian Football Foundation Limited

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Parties

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Operative Clauses

1. Definition

- 1.1 In this Deed Poll:
 - (a) **Deed Poll** means this Supplementary Deed Poll of Variation;
 - (b) **Trust Deed** means the trust deed between Andrew Pridham a settlor and the Trustee dated 17 August 2005 establishing the Greater Sydney Australian Football Foundation Trust which is now known as the Sydney Australian Football Foundation Trust.
- 1.2 All other words and phrases in this Deed Poll have the same meaning as in the Trust Deed.

2. Amendment to Trust Deed

- 2.1 The Trustee hereby amends the provisions of the Trust Deed in the following manner on and from the date of this Deed Poll in accordance with its right under clause 10 of the Trust Deed:
 - (a) the following new clause is to be inserted after clause 1.2:

"Non Profit

1.3 The assets and income of the Trust shall be applied solely in furtherance of the Trust's objects stated in item B of the Background and no portion shall be distributed directly or indirectly to any person other than a Beneficiary except to the Trustee as bona fide compensation for expenses incurred on behalf of the Trust."
 - (b) at clause 3.1 delete the words "must as soon as possible and, in any event, not more than six months after the end of the Initial Year and each Trust Year thereafter" in the first and second lines and substitute the word "may".
 - (c) the following new clause is to be inserted after clause 12:

"12A Winding Up or Dissolution of Trust

12A.1 In the event of the Trust being wound up or dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to another organisation with similar purposes which is not carried on for the profit or gain of its individual members."

- (d) at clause 16.1 in the definition of Beneficiaries, delete the words "both the AFL and" in the second line and substitute the word "the".
- 2.2 In all other respects the Trustee confirms the provision of the Trust Deed.

3. Special Majority Resolution

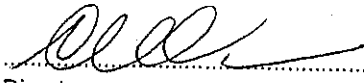
- 3.1 The Trustee acknowledges that it has power to amend the Trust Deed pursuant to clause 10.3 of the Trust Deed as a resolution of its board of directors approving the amendments was passed prior to the date of this Deed Poll with at least 75% of directors voting in favour of the variations to the Trust Deed set out in clause 2.1.

Executed as a deed poll on 26 March 2006

Executed by Sydney Australian Football Foundation Limited


.....
Director

PETER IVAN
.....
Name (please print)


.....
Director

ANDREW PRIDDY
.....
Name (please print)