

Deed of variation of trust

Noongar Boodja Trust

Perpetual Trustee Company Limited

Deed of variation of trust

Date

13 May 2026

Parties

Perpetual Trustee Company Limited ACN 000 001 007 acting as trustee for the Noongar Boodja Trust of Level 18, 123 Pitt Street, Sydney, New South Wales
(Trustee)

Recitals

- A Pursuant to the six ILUAs, the Trust was established by the Trust Deed.
- B As at the date of this deed, the Trustee is the trustee of the Trust.
- C Pursuant to the Variations Power, the Trustee wishes to vary the Trust Deed in accordance with this deed.

The parties agree

1 Definitions & Interpretation

1.1 Definitions

In this deed, unless the expressly stated otherwise:

- (a) **Effective Date** means the date of this deed.
- (b) **deed** means this deed as amended from time to time.
- (c) **Trust** means the Noongar Boodja Trust established by the Trust Deed.
- (d) **Trust Deed** means the deed of trust establishing the Trust dated 29 March 2021 between the Trustee as trustee and William Michael Gerard Lawrie as settlor and as varied by deed poll of variation dated 17 June 2025 by the Trustee.
- (e) **Variation Power** means the power conferred on the trustee of the Trust under clause 27 of the Trust Deed which states:

"27. Modifying the Trust Deed

The Trustee may only Modify the provisions of this Deed:

(a) provided that it would not result in the Trust ceasing to be a trust for charitable purposes or the Trust ceasing to be entitled to endorsement as a tax exempt entity by the Commissioner of Taxation under the Tax Law;

(b) following consultation with the:

(i) Noongar Corporations Committee;

(ii) Investment Committee; and

(iii) Noongar Advisory Company; and

(c) with the prior written consent of the:

(i) Commissioner of Taxation, if required by the Tax Law;

(ii) Noongar Relationship Committee; and

(iii) State of Western Australia.”

(f) **Variations** means those variations to the provisions of the Trust Deed set out in clause 2 of this deed.

1.2 Interpretation

In this deed:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect the interpretation of this deed;
- (c) a reference to a party to a document includes that party’s legal personal representative, successors and permitted assigns;
- (d) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed; and
- (e) unless otherwise expressly stated, capitalised terms in this deed have the same meaning as given to them in the Trust Deed.

2 Variation

In exercise of and in accordance with the Variation Power, the Trustee varies the provisions of the Trust Deed by:

- (a) inserting the words “*subject to clause 10.3(e)*” at the beginning of clause 10.3(d)(iii)(A); and
- (b) inserting the following as a new clause 10.3(e):

“(e) Where the Trustee has granted a lease to a Regional Corporation over all or a part of Cultural Land under this clause 10.3, the Regional Corporation may, for the purposes of this clause, grant a sublease in respect of that Cultural Land. For the avoidance of doubt, the restrictions set out in clause 10.3(d)(iii)(A) do not operate to prevent or prohibit the grant of a sublease by a Regional Corporation in relation to Cultural Land that is subject to a lease granted to that Regional Corporation by the Trustee.”

3 Consultation by Trustee

The Trustee acknowledges and confirms that it has consulted with the following in relation to the Variations, as required by clause 27(b) of the Trust Deed:

-
- (a) Noongar Corporations Committee;
 - (b) Investment Committee; and
 - (c) Noongar Advisory Company.

4 Consents

4.1 Consent of the Noongar Relationship Committee

The Trustee acknowledges and confirms that:

- (a) the Noongar Relationship Committee has passed a resolution to give its consent to the Variations for the purpose of clause 27(c)(ii) of the Trust Deed; and
- (b) a copy of a letter from the chair of the Noongar Relationship Committee to the Trustee confirming the Noongar Relationship Committee's consent to the Variations is **attached** to this deed at Schedule 1.

4.2 Consent of the State of Western Australia

The Trustee acknowledges and confirms that:

- (a) the State of Western Australia has given its consent to the Variations for the purpose of clause 27(c)(iii) of the Trust Deed; and
- (b) a copy of a letter from the State of Western Australia (through the Department of the Premier and Cabinet) to the Trustee confirming the State of Western Australia's consent to the Variations is **attached** to this deed at Schedule 2.

4.3 Consent of the Commissioner of Taxation

The Trustee has determined that the consent of the Commissioner of Taxation to the Variations is not required by the Tax Law for the purpose of clause 27(c)(i) of the Trust Deed.

5 Confirmation

- (a) The terms of the Trust Deed remain effective and unaltered, except as varied by this deed.
- (b) The Trustee is satisfied that the requirements of clause 27 of the Trust Deed have been complied with in this deed.
- (c) The Trustee is not by this deed:
 - (i) redeclaring any of the trusts contemplated in the Trust Deed; or
 - (ii) resettling any of the trusts contemplated in the Trust Deed; or
 - (iii) causing the transfer, vesting or accruing of property in any person.

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- (d) The Variations as effected by this deed are to operate in a manner that does not:
 - (i) result in any infringement of the rule against perpetuities, insofar as such rule applies to the Trust; and
 - (ii) conflict with, or otherwise be inconsistent with, the charitable objects of the Trust.

6 Trustee undertaking

The Trustee undertakes to retain this deed with the records of the Trust.

7 General

7.1 Governing law

The terms of this deed are to be construed in accordance with the laws of Western Australia and the parties to this deed hereby submit to the non-exclusive jurisdiction of the courts of the said State of Western Australia.

7.2 Costs

The legal costs (including legal costs on a full indemnity basis) and disbursements incurred by the Trustee for and incidental to the preparation of this deed and the giving effect to its provisions shall be borne by the Trust.

7.3 Severability

- (a) Regardless of any provision in this deed to the contrary, if any of the Variations, in whole or in part, are not consistent with, or breach the restrictions in the Variation Power or any law:
 - (i) the Variation must be of no effect; and
 - (ii) the provisions claimed to be varied must continue to be determined under the provisions of the Trust Deed as they existed prior to the date of the Effective Date.
- (b) If any provisions of this deed are illegal, invalid, void or voidable, the legality or validity of the remainder of this deed shall not be affected and the illegal, invalid, void or voidable provisions shall be deemed deleted from this deed to the same extent and effect as if never incorporated in this deed but the remainder of this deed shall continue in full force and effect.

EXECUTED as a deed.

Deed of variation of trust

Signing page

Signed by the Trustee

SIGNED in my presence for and on behalf of **PERPETUAL TRUSTEE COMPANY LIMITED** (ABN 42 000 001 007) by its attorneys under the Power of Attorney dated 16 September 2014 Registration No. M801764 who are personally known to me and each of whom declare they have no notice of revocation of the Power of Attorney thereof



Signature of Attorney

Ailan Tran

Print Name

Trust Manager

Title

Witness

Wendy Miller

Print Name and address

Level 29, 2 The Esplanade
Perth WA 6000



Signature of Attorney

Indiana Edman

Print Name

Associate

Title

Witness

Wendy Miller

Print Name and address

Level 29, 2 The Esplanade
Perth WA 6000

Annexure A - Consents



Noongar Boodja Trust
Noongar Relationship Committee

27 November 2025

David Stanley
Senior Trust Manager
Perpetual as Trustee for the Noongar Boodja Trust
Level 29 Exchange Tower
2 The Esplanade
Perth WA 6000

Dear David

Noongar Boodja Trust Deed Amendment in relation to the Title Protection Criteria

I write to you in my capacity as interim Chairperson of the Noongar Relationship Committee which is established under clause 15 of the Noongar Boodja Trust Deed (**Deed**).

Clause 27 of the Deed requires that the Trustee obtain the written consent of the Noongar Relationship Committee prior to modifying the terms of the Deed (27(c)(ii)).

At the Noongar Relationship Committee meeting held on 27 November 2025, the Committee resolved to approve the proposed Deed variation in relation to clause 10.3 to allow Regional Corporations to sublease Cultural Land to third parties.

This letter confirms the Noongar Relationship Committee's consent to the Deed variation as set out in the attached Deed of variation of trust.

Yours sincerely

Professor Stephen van Leeuwen



Our Ref: D2601719

The Trustee, Noongar Boodja Trust
Level 29 Exchange Tower
2 The Esplanade
Perth WA 6000

By Email: pamela.kaye@perpetual.com.au

Dear Ms Kaye

South West Settlement: Title Protection Criteria – State consent to Trust Deed modifications

I refer to correspondence from the Noongar Boodja Trust Trustee (Trustee) to the Department of the Premier and Cabinet (Department) dated 25 November 2025 and 29 January 2026 in relation changes to the Title Protection Criteria under clause 10.3 of the Noongar Boodja Trust Deed (Trust Deed).

The Trustee's correspondence requests, pursuant to cl. 27(c)(iii) of the Trust Deed, the State's consent to modifications to the Trust Deed as set out in the attached Deed Poll of Variation.

The Trust Deed records that the State acting through the Department may provide consents under the Trust Deed.

Trustee's Proposed Change to the Title Protection Criteria

The Trustee proposes to change the Title Protection Criteria so that clause 10.3(d)(iii)(A) no longer prevents a Regional Corporation from subleasing Cultural Land it leases from the Trustee.

Rationale for the Proposed Changes

The proposal to allow Regional Corporations to sublease land was developed by the Noongar Land Estate Working Group, which includes representatives from the Trustee, the Regional Corporations and the Government. The Working Group endorsed the proposal in-principle as part of progressing the Noongar Land Base Strategy and supporting a more effective approach to accepting Cultural Land.

The proposed change recognises that Regional Corporations are best placed to identify, lead and deliver Noongar economic, social and cultural activities on Cultural Land. This reform aims to support Regional Corporations to pursue these opportunities for their communities, while noting that they remain not-for-profit bodies guided by clauses 4 and 5 of the Regional Corporation Principles, which each Rule Book must follow.

To give effect to this, the Trust Deed will be amended through a Deed Poll of Variation. These amendments will allow a Regional Corporation—once it has taken a leasehold interest in Cultural Land from the Trustee—to grant a sublease over that land. This is intended to improve the practical use and flexibility of Cultural Land holdings and to support Regional Corporations in undertaking culturally connected and community-focused land use.

The Trustee will continue to set the terms of any lease and ensure that all transactions comply with section 18 of the *Land Administration Act 1997 (WA)* and with the governance rules applying to each Regional Corporation. The proposed changes do not alter the Trustee’s statutory or fiduciary responsibilities. Instead, they are designed to create a more functional and sustainable structure for the future management and use of Cultural Land.

The Trustee’s correspondence of 25 November 2025 and 29 January 2026 provide details of the consultations undertaken by the Trustee and other consents obtained by the Trustee in relation to the modification of the Trust Deed.

Relying on this information I confirm that, pursuant to cl. 27(c)(iii) of the Trust Deed, the State consents to the modifications to the Trust Deed as set out in the Deed Poll of Variation.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Michael Carey', with a long horizontal flourish extending to the right.

Michael Carey
DIRECTOR GENERAL

Cc: Noongar Relationship Committee – pamela.kaye@perpetual.com.au
Noongar Corporations Committee – vanessa.kickett@noongar.org.au
Noongar Investment Committee – mark.smith@perpetual.com.au
Noongar Advisory Company – vanessamartin@compass-group.com.au