

# The James NK Super Fund

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**DEED OF  
CONFIRMATION**

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## SMSF Trust Deed

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### Date of this deed

02/03/2016

### Trust Name

The James NK Super Fund

### Trustees, Members & Other Parties

Grecian Pty Ltd

A.C.N : 126370456

35 Gellatly Avenue Figtree NSW - 2525 Australia

James Nicholas Kosturos

35 Gellatly Ave Figtree NSW - 2525 Australia

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Words with an \* are defined in the definitions section of this deed.  
Generally, defined words only have an \* the first time they appear in this deed.  
The parties to this deed agree to the terms and conditions set out in the deed.  
Liability limited by a scheme approved under Professional Standards Legislation.  
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# Deed of Confirmation of Superannuation Deed

## The James NK Super Fund

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This Deed of Confirmation of the Superannuation Fund Deed is made on 02/03/2016 for The James NK Super Fund between the persons named in item 3 of the schedule to this deed of Confirmation.

## RECITALS

- A. A Self Managed Superannuation Fund known as The James NK Super Fund as set out in Item 1 of the schedule to this deed of Confirmation (called "the fund" from hereinafter) was established by a deed on the date set out in Item 2 of the schedule to this deed of Confirmation as at the date of the original deed and as amended from time to time by amending deed(s). The original deed and amending deed(s) will be referred to hereinafter as "the Deed".
- B. The fund is currently in existence and is managed, administered and applied in accordance with superannuation law and the provisions of the deed pursuant to the powers contained therein by the trustees, members and other persons as listed in Item 3 of the schedule to this deed of Confirmation.
- C. The original deed and amendments to the deed are lost (or destroyed) by the trustees, the original deed gave the power to trustees to amend all or any of the provisions of the deed in the manner and subject to the provisions contained therein provided that no amendment shall adversely affect the benefits of existing members unless the amendment is to keep the fund complying with superannuation law and the member has consented to the amendment in writing.
- D. Trustees, members and other person(s) as listed in Item 3 of the schedule to the this deed of Confirmation desire to effect the amendments to the original deed by varying the original deed, which is lost (or destroyed) by deleting all of its provisions and replacing them with the provisions contained in "Annexure A" to this deed of Confirmation.
- E. Trustees, members and other person(s) as listed in Item 3 of the schedule to this deed of Confirmation have unanimously consented to the amendments to the deed as testified by the execution hereof.

## **This Deed witnesses:**

### **Confirmation of Superannuation Fund Deed**

1. The person(s) listed in Item 3 of the schedule to this deed of Confirmation confirm that requirements of the original deed have been complied with in operation of Superannuation fund up to 02/03/2016.
2. Since the original deed is lost (or destroyed), the various clauses, rules and or schedules of the Deed are hereby revoked on the date of this deed of Confirmation, as set out in Item 4 of the schedule to this deed of Confirmation, in their entirety and in lieu, are replaced with the clauses, rules, schedules and provisions contained in Annexure A to this deed of Confirmation with the intent that the clauses and Schedules shall be the governing terms and conditions of the The James NK Super Fund.

### **No resettlement or re-establishment of trust or creation of new trust**

3. It is hereby declared that no break or discontinuity shall have occurred in the fund by reason of the execution of this deed of Confirmation and that the replacement of deed shall not operate as a resettlement or re-establishment of the superannuation fund or creates a new trust. If any clause or words in this deed of Confirmation establish a resettlement of the superannuation fund or create a new trust, then that clause or word shall be read down and severed to the extent that such a resettlement will arise.

### **Reduction in benefits of members**

4. Nothing in this deed of Confirmation shall operate in reducing or adversely affecting the rights or benefits of any member that arose before the date of Confirmation as set out in Item 4 of the schedule to this deed of Confirmation.

### **Date of effect of deed of Confirmation**

5. This deed of Confirmation shall take effect on and from the date herein before mentioned in the state of New South Wales.

### **Costs and Expenses**

6. The costs and expenses and any stamp duty associated with the preparation and implementation of this deed of Confirmation are to be paid by the superannuation fund.

### **Consent to variation**

7. The original deed dated as set out in Item 2 of the schedule to this deed of Confirmation remains effective and unaltered, except as varied by this deed. The trustee declares that as from the date set out in Item 4 of the schedule to this deed of Confirmation, the original deed is varied by this deed of Confirmation. The beneficial interest in the superannuation fund shall remain unchanged by this deed of Confirmation.
8. Each person(s) listed in Item 3 of the schedule to this deed of Confirmation undertakes that it shall upon request, sign, execute and do all the deeds, acts and things as may reasonably be required by any other person to carry out and give full force and legal effect to the terms and intention of this deed of Confirmation.
9. The person(s) listed in Item 3 of the schedule to this deed of Confirmation hereby consent to the variation to the original deed in their capacities as trustees, beneficiaries, members, participating employer, employer sponsor or any other person.

## Schedule

### Item 1. Name of the fund

The James NK Super Fund

### Item 2. Date of Original Deed

10/07/2007

### Item 3. Trustees, Members & Other Parties

Grecian Pty Ltd

A.C.N : 126370456

35 Gellatly Avenue Figtree NSW - 2525 Australia

James Nicholas Kosturos

35 Gellatly Ave Figtree NSW - 2525 Australia

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### Item 4. Date of this Deed

02/03/2016