

THE ANN ELLIOTT SUPER FUND
CONFIRMATORY DEED OF ESTABLISHMENT

ANN MAREE ELLIOTT
and
KENNETH EDWARD TATAM
("Trustees")

and

ANN MAREE ELLIOTT
and
KENNETH EDWARD TATAM
("Members")

Ref: MJHC:182888



MJHC LEGAL

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THIS CONFIRMATORY DEED OF ESTABLISHMENT is made

BY

ANN MAREE ELLIOTT

of 8 Moline Court, Churchlands WA 6018
and

KENNETH EDWARD TATAM

of 8 Moline Court, Churchlands WA 6018
(hereinafter called "the Trustees")

and

ANN MAREE ELLIOTT

of 8 Moline Court, Churchlands WA 6018
and

KENNETH EDWARD TATAM

of 8 Moline Court, Churchlands WA 6018
(hereinafter called "the Members")

WHEREAS:

- A. A superannuation fund known as The Ann Elliott Super Fund ("the Fund") was established by a Deed dated 21 June 2010 (herein called "the Establishing Deed") made between the Trustees.
- B. The Establishing Deed was subsequently amended by a supplemental Deed of Variation dated 13 June 2013.
- C. The Establishing Deed and the supplemental deed of variation are collectively called "the Deed".
- D. The Trustees of the Fund continue to be the Trustees of the Fund.
- E. The Members are presently all of the Members of the Fund.
- F. The execution clause of the Establishing Deed provided that it was executed as a deed and the execution clause of the parties provided that it was being signed as a deed in the presence of a witness.
- G. Section 9(4) of the Property Law Act 1969 provides that every instrument expressed or purporting to be a deed and which is executed as required by Section 9 has the same effect as a deed duly executed in accordance with the common law which contemplated that such an instrument would be signed, sealed and delivered.
- H. Pursuant to Section 9 of the Property Law Act 1969 a deed may be signed by the party to be bound and shall be attested by at least one witness not being a party to the deed but no particular form of words is required for attestation and it is not necessary to seal any deed (except in the case of a deed executed by a corporation) or for formal delivery and indenting.
- I. The formalities of executing the Establishing Deed as a deed prescribed by the Property Law Act 1969 have not been observed as that deed was not executed by the Trustees in the presence of independent witnesses.

- J. To avoid any uncertainty about the signing of the Establishing Deed and the establishment of the Fund, the Trustees and Members are therefore desirous of confirming that the Fund was established and that the terms and conditions were those contained in the Establishing Deed.

NOW THIS DEED WITNESSES AND CONFIRMS THAT:

1. **THE** Trustees and Members **CONFIRM** that the Fund was established by the Establishing Deed executed but not attested on 21 June 2010 as if all of the formalities of executing a deed had been observed.
2. **THE** Trustees and Members **CONFIRM** that the various clauses, trusts, covenants, conditions and/or Schedules (as the case may be) governing the Fund as from the establishment of the Fund are the clauses, trusts, covenants, conditions and/or Schedules (as the case may be) contained in the Establishing Deed and it is hereby declared that no break or discontinuity shall have occurred in the Superannuation Fund by reason of the execution of this Confirmatory Deed and that it shall not operate as a resettlement or re-establishment of the Fund or create a new trust.
3. **THE** Trustees and Members **HEREBY DECLARE AND CONFIRM** that all the estate and property now being held by the Superannuation Fund are and have always been vested in the Trustees upon the trusts and subject to the powers authorities and provisions declared and contained in the Deed.
4. **THE** Trustees and Members **HEREBY RATIFY** all acts, decisions, determinations and declarations made by the Trustee since the establishment of the Fund and **HEREBY CONFIRM** that there has been no break in the continuity of the Superannuation Fund and the provisions of the Fund Rules, as varied from time to time, continue to have full force and effect.
5. **THE** Trustees and Members **HEREBY DECLARE** that in executing this Confirmatory Deed all requirements of the Deed as amended and the Fund Rules have been observed, including any requirement of a party to provide any notice or consent, whether in writing or otherwise.
6. **THE** Trustees and Members in executing this Confirmatory Deed do not consider:-
 - 6.1. the rights of Members to accrued benefits is adversely altered; or
 - 6.2. the amount of any other entitlement that is or may be payable from time to time is reduced.
7. **THE** Trustees **HEREBY DECLARE** that this Confirmatory Deed does not infringe the laws against perpetuities.
8. **IF** any part of this Confirmatory Deed would result in the infringement of any rule or law against perpetuities or cause the vesting of all or any part of the Superannuation Fund or if any provision of this Deed is void or voidable or unenforceable in accordance with its terms, but would not infringe, cause the vesting, be void, voidable, unenforceable or illegal if it were read down and, it is capable of being read down, such provision shall be read down accordingly.
9. **IF**, notwithstanding Clause 8, a provision is still void, voidable, unenforceable or illegal or would result in the infringement of any rule or law against perpetuities or cause the vesting of all or any part of the Superannuation Fund:

9.1. if the provision would not infringe, cause the vesting, be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are hereby severed; and

9.2. in any other case, the whole provision is hereby severed;

and the remainder of this Confirmatory Deed shall be of full force and effect.

10. THIS Confirmatory Deed shall come into full force and effect upon the date it is executed.

11. A reference in this Deed to Rules means the various rules, clauses, trusts, covenants, conditions and/or Schedules (as the case may be) governing the Fund.

EXECUTED AS A DEED

on 5 day of December 2017 (insert date here)

As Trustees and Members

SIGNED SEALED AND DELIVERED by the said
ANN MAREE ELLIOTT in the presence of:

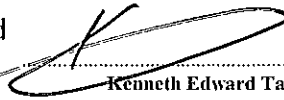


Ann Maree Elliott signs here

 Witness

Independent adult witness signs here

SIGNED SEALED AND DELIVERED by the said
KENNETH EDWARD TATAM in the presence of:



Kenneth Edward Tatam signs here

 Witness

Independent adult witness signs here



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