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### DEPENDANT NOMINATION FORM

**FUND:** The Pugatschew Superannuation Fund

**APPLICANT:** Anatolij Pugatschew

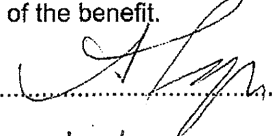
**ADDRESS:** 48 Osmond Terrace  
Norwood, SA, 5067

I wish to nominate the following beneficiaries in the event of my death.  
This nomination replaces any previous nomination.

DEPENDANT NAME	CONTACT DETAILS	RELATIONSHIP TO MEMBER	% OF BENEFIT
JENNIFER D. PUGATSCHEW	Address: 48 Osmond Terrace Norwood SA 5067 Phone: 0417 822 038	SPOUSE	100%
	Address: ..... ..... Phone: .....	.....	.....%
	Address: ..... ..... Phone: .....	.....	.....%
	Address: ..... ..... Phone: .....	.....	.....%

The trustees have discretion under the Fund Trust Deed to pay the benefit due to such Dependants and in any proportions as they determine is appropriate. Nonetheless, in exercising their discretion, the Trustees will take into account your wishes as set out on this form.

Individual circumstances may change over time, and it is therefore vital that you submit an updated Dependant Nomination Form if, for any reason, you wish to revise your preferred beneficiaries and/or their share of the benefit.

**SIGNED:** AP  
X 

**DATED:** 18/8/200

**DEPENDANT NOMINATION FORM**

**FUND:** The Pugatschew Superannuation Fund  
**APPLICANT:** Jennifer Anne Pugatschew  
**ADDRESS:** 48 Osmond Terrace  
 Norwood, SA, 5067

I wish to nominate the following beneficiaries in the event of my death.  
 This nomination replaces any previous nomination.

DEPENDANT NAME	CONTACT DETAILS	RELATIONSHIP TO MEMBER	% OF BENEFIT
ANATOLIJ PUGATSCHEW	Address: 48 OSMOND TCE NORWOOD SA 5067 Phone: 0419 801 392	... SPOUSE ...	100%
	Address: ..... ..... Phone: .....	.....	.....%
	Address: ..... ..... Phone: .....	.....	.....%
	Address: ..... ..... Phone: .....	.....	.....%

The trustees have discretion under the Fund Trust Deed to pay the benefit due to such Dependants and in any proportions as they determine is appropriate. Nonetheless, in exercising their discretion, the Trustees will take into account your wishes as set out on this form.

Individual circumstances may change over time, and it is therefore vital that you submit an updated Dependant Nomination Form if, for any reason, you wish to revise your preferred beneficiaries and/or their share of the benefit.

**SIGNED:** JP  
 x *Jenny A Pugatschew*

**DATED:** 18/8/2010

**NON-LAPSING BINDING DEATH BENEFIT NOMINATION ("Nomination")**  
(Please read the attached Rules prior to completing your nomination)

**MEMBER'S NOMINATION:**

I, ANATOLIY PUGATSCHEW  
(Insert Full Name of Nominating Member)  
of 748 OSMOND TCE., NORWOOD SA 5067  
(Insert Address)  
being a member of THE PUGATSCHEW SUPERANNUATION FUND ("Fund")  
(Insert Full Name of Superannuation Fund)

**HEREBY REVOKE** all previous binding death benefit nominations made by me in relation to the above superannuation fund and **NOMINATE** the person/s below (being my estate and/or my dependants) as my "Beneficiary/ies" in respect of my interest in the Fund whether held as a Member's accumulation or as a superannuation income stream ("**Benefit**").

I acknowledge my understanding that this Nomination will be binding on the Trustee and will not lapse by effluxion of time (other than as provided for by the attached Rules) and that the terms and conditions otherwise applying to this Nomination are as set out in the Rules.

Name of Beneficiary/ies <small>(if you are nominating your estate please write "My Estate")</small>	Relationship <small>(must be either a spouse, child, interdependent)</small>	% of Benefit <small>(must add up to 100%)</small>
Y JENNIFER A. PUGATSCHEW	SPOUSE	100%

x [Signature]  
Signature of Nominating Member

Dated: 18 / 8 / 2010

x [Signature]  
Signature of WITNESS\* – Signed in my presence by the Nominating Member who is either personally known to me or has satisfied me as to his or her identity. I confirm that I am not a nominated person under this Nomination.  
Rebecca Bird  
Print Full Name of Witness

x [Signature]  
Signature of WITNESS\* – Signed in my presence by the Nominating Member who is either personally known to me or has satisfied me as to his or her identity. I confirm that I am not a nominated person under this Nomination.  
Michael McCabe  
Print Full Name of Witness

**Trustee Acknowledgement, Consent & Agreement:**

We, the persons who constitute the trustee / the directors of the trustee of the Fund as at the date of this Nomination hereby acknowledge, consent and agree to be bound by this Nomination (together with the attached Rules) made by the Nominating Member:

x [Signature]  
Signature of Trustee/Director of the Trustee

Dated: 18 / 8 / 2010

x [Signature]  
Signature of Trustee/Director of the Trustee

Dated: 18 / 8 / 2010

x .....  
Signature of Trustee/Director of the Trustee

Dated: / / 20

x .....  
Signature of Trustee/Director of the Trustee

Dated: / / 20

**RULES FOR NON-LAPSING BINDING DEATH BENEFIT NOMINATION ("Rules")**

**THE PUGATSCHEW SUPERANNUATION FUND**

The Fund's Deed provides for members to make what are called binding non lapsing death benefit nominations whereby the Trustee can be required (subject to these Rules) to pay / apply the Member's entire interest (whether represented by a Member's accumulation or one or more income streams) in the Fund by way of benefit ("Benefit") to specified persons upon the Member's death.

There are a number of things you need to know about how you make a non-lapsing binding death benefit nomination and what the ramifications are. The rules and information applicable to this Nomination are as follows:

**1. Your Nomination is Optional**

Making this Nomination is optional.

If you make this Nomination it is important to understand that the Trustee will be required to pay/apply your Benefit in accordance with your Nomination subject at all times to these rules, the Fund's Deed and the requirements of superannuation law.

If you decide not to make a nomination then upon your death the Trustee (subject to the Fund's Deed and superannuation law) will have discretion as to which persons will ultimately become entitled to your Benefit.

Importantly, the Trustee may be unable to comply with your Nomination if there is a Court Order, a Family Law Agreement or an Order relating to the splitting of the Benefit that prevents the Trustee from complying with your Nomination.

**2. Range of Beneficiaries Able To Be Nominated By You**

The person/s you may nominate under your Nomination to be your Beneficiary/ies must be any one or more of the following:

- your estate; and
- any person who qualifies as a 'Dependant' (see below).

Importantly, if you nominate more than one Beneficiary then you will need to nominate the proportion of the Benefit to be received as between Beneficiaries and the sum of those proportions must add up to 100%.

You can nominate your estate by nominating "My Estate" in your Nomination.

A person qualifies as a 'Dependant' if that person is:

- your spouse (including a de facto spouse where such person lives with you on a bona fide domestic basis);
- your child (including an adult, step, adopted or ex-nuptial child); or
- a person with which you have an 'interdependency relationship' (see below).

Two persons (whether or not related by family) have an 'interdependency relationship' if

- they have a close personal relationship; and
- live together; and
- one or each of them provides the other with financial support; and
- one or each of them provides the other with domestic support and personal care.

The Dependant definition is a legal term under superannuation law and may be subject to change over time.

### **3. Your Nomination Applies To Your Entire Interest in the Fund**

Your Nomination applies in relation to your entire interest in the Fund, whether represented by Member's accumulation or one or more income streams, notwithstanding that some of your accumulation interest may in future be applied to an income stream following the making of your Nomination.

If however the terms and conditions of an income stream ('pension') payable by the Fund to you are reduced to writing by agreement between you and the Trustee and those terms and conditions provide for a separate nomination as to the treatment of the amount remaining to the credit of your pension account following your death then for the purposes of these Rules that pension account will not be included as part of your Benefit payable under this Nomination.

### **4. Beneficiaries to Receive Benefit By Way of Pension**

Where a Beneficiary is a person capable of taking a pension / reversionary pension then that Beneficiary's entitlement to the Benefit will commence to be paid / continued to be paid by way of pension from the Fund.

In the case of an account based pension the Beneficiary will be able to cash in the pension in whole or in part to a superannuation lump sum benefit at a later time of their choosing.

You should note that the definition of Dependant for the purpose of a Beneficiary becoming entitled to a pension (whether by way of commencement or by way of succession to an pension of yours) is limited to a surviving spouse (as defined above) or minor child ("child" as defined above). Accordingly if you are receiving an income stream and you nominate a person/persons other than your spouse / a minor child, then the Trustee may be required to pay your benefit as a death benefit lump sum to that Beneficiary.

You should also carefully consider the merits of nominating any minor child if you would prefer that the Trustee be able to pay an income stream since if your child attains 18 before you die it is unlikely an income stream will be able to be paid to that child.

### **5. Nomination Is Non Lapsing Subject To Certain Conditions**

Your Nomination does not lapse by effluxion of time and does not need to be affirmed by you at a later time.

However your Nomination will lapse if you marry or are divorced after making your Nomination or if no nominated Beneficiary survives you. Your Nomination will not take effect in respect of any period during which you or your estate is bankrupt. If your Nomination has lapsed or is otherwise ineffective the Trustee will have discretion as to which persons shall become entitled to your Benefit in accordance with the Fund's Deed.

If your Nomination is otherwise valid but the Trustee cannot disburse the entirety of the Benefit according to the terms of the Nomination, on account of either a Beneficiary having predeceased you or having ceased to qualify as a Dependant, then the Trustee shall give effect to the Nomination by paying / applying the Benefit for those Beneficiaries who still qualify to participate in the Benefit and shall participate in the entirety of the Benefit as between themselves in equivalent proportions to those nominated in this Nomination. The Trustee's determination of whether a Beneficiary has ceased to qualify as a Dependant in relation to you shall be finally determinative of the issue.

### **6. Your Nomination Must Be Witnessed To Be Valid**

Your Nomination must be witnessed by two adults with full legal capacity who are not Beneficiaries in order to be valid.

**7. You May Terminate Your Nomination At Any Time**

You can terminate your Nomination by notice in writing to the Trustee or by making another nomination expressed as operating by way of substitution for and having the effect of revoking this Nomination.

**8. Subsequent Legal Incapacity / Enduring Power of Attorney**

Your Nomination will not be activated if you become legally incapacitated but will nevertheless be capable of taking full effect on your subsequent death. The Fund's Deed may enable a person or persons holding an Enduring Power of Attorney from you to deal with the Trustee on your behalf with respect to your Benefit prior to your death.

**9. Consideration of Succession Matters Generally**

It is recommended that you carefully consider the interaction between this Nomination together with your Last Will and Testament as well as other estate / succession planning issues such as the use of an Enduring Power of Attorney or a Power of Guardianship.

Should you have any questions or concerns in relation to such succession planning issues it is important to seek professional advice prior to completing this Nomination.

**10. Tax / Financial / Legal Implications**

It is advisable that you obtain tax advice regarding the income tax/revenue ramifications of your Nomination.

As a general rule if either of you/the Beneficiary has attained the age of 60 then any death benefit lump sum / income stream should be derived tax free by the Beneficiary. If however neither party has attained the age of 60 then there may be taxation ramifications and you may wish to take this into account in determining your approach to making your Nomination.

Your Nomination may have other taxation, financial and legal implications and it is advisable that you seek professional advice before making or revoking this Nomination if you have any questions or concerns.

I, being the Nominating Member hereby confirm that I have read and understood these Rules as applying to my Nomination:

x.....  
Signature of Nominating Member

Dated: 18 / 8 / 2010

**NON-LAPSING BINDING DEATH BENEFIT NOMINATION ("Nomination")**  
 (Please read the attached Rules prior to completing your nomination)

**MEMBER'S NOMINATION:**

I, X JENNIFER ANNE PUGATSCHEW  
(Insert Full Name of Nominating Member)

of X 18 OSMOND TCE., NORWOOD SA 5067  
(Insert Address)

being a member of THE PUGATSCHEW SUPERANNUATION FUND ("Fund")  
(Insert Full Name of Superannuation Fund)

**HEREBY REVOKE** all previous binding death benefit nominations made by me in relation to the above superannuation fund and **NOMINATE** the person/s below (being my estate and/or my dependants) as my "Beneficiary/ies" in respect of my interest in the Fund whether held as a Member's accumulation or as a superannuation income stream ("**Benefit**").

I acknowledge my understanding that this Nomination will be binding on the Trustee and will not lapse by effluxion of time (other than as provided for by the attached Rules) and that the terms and conditions otherwise applying to this Nomination are as set out in the Rules.

Name of Beneficiary/ies <small>(if you are nominating your estate please write "My Estate")</small>	Relationship <small>(must be either a spouse, child, interdependent)</small>	% of Benefit <small>(must add up to 100%)</small>
Y ANATOLI J PUGATSCHEW	SPOUSE	100%

X Jenny A Pugatschew  
 Signature of Nominating Member

Dated: 18 / 8 / 2010

X [Signature]  
 Signature of WITNESS\* - Signed in my presence by the Nominating Member who is either personally known to me or has satisfied me as to his or her identity. I confirm that I am not a nominated person under this Nomination.  
Rebecca Bird  
 Print Full Name of Witness

X [Signature]  
 Signature of WITNESS\* - Signed in my presence by the Nominating Member who is either personally known to me or has satisfied me as to his or her identity. I confirm that I am not a nominated person under this Nomination.  
Michael McCabe  
 Print Full Name of Witness

**Trustee Acknowledgement, Consent & Agreement:**

We, the persons who constitute the trustee / the directors of the trustee of the Fund as at the date of this Nomination hereby acknowledge, consent and agree to be bound by this Nomination (together with the attached Rules) made by the Nominating Member:

X X [Signature]  
 Signature of Trustee/Director of the Trustee

Dated: 18 / 8 / 2010

X X Jenny A Pugatschew  
 Signature of Trustee/Director of the Trustee

Dated: 18 / 8 / 2010

X .....  
 Signature of Trustee/Director of the Trustee

Dated: / / 20

X .....  
 Signature of Trustee/Director of the Trustee

Dated: / / 20

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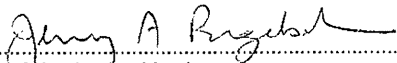
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Your Nomination may have other taxation, financial and legal implications and it is advisable that you seek professional advice before making or revoking this Nomination if you have any questions or concerns.

I, being the Nominating Member hereby confirm that I have read and understood these Rules as applying to my Nomination:

x   
Signature of Nominating Member

Dated: 12 / 8 / 2010