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## Part A - General

### A1 Commencement Date

1 December 2003.

### A2 Name of Sub-Division Employer

The Lincoln Electric Co (Australia) Pty Ltd.

### A3 Definitions

A word or expression which is defined in the Rules has, when used in this Participation Schedule, the meaning given to it under the Rules, except as follows:

**“Clause”** means a clause of Part A, Part B or Part C of this Participation Schedule.

**“Commencement Date”** means the date set out in Clause A1.

**“Division”**, when used in this Participation Schedule, means:

- (a) a division of this Participation Schedule, being Division B or Division C;  
or
- (b) a division of the Rules, being Division A or Division F of the Rules,

as the context requires.

**“Division B”** means the division contained in Part B of this Participation Schedule.

**“Division C”** means the division contained in Part C of this Participation Schedule.

**“Member”** means a member of this Sub-Division.

**“Part”** means Part A, Part B or Part C of this Participation Schedule, as applicable.

**“Policy”** means the relevant policy or policies effected in accordance with the Rules to provide benefits under the Fund.

**“Previous Deed Provisions”** means the governing rules in effect in relation to the Previous Plan immediately before the Commencement Date.

**“Previous Plan”** means the superannuation scheme maintained under the Previous Deed Provisions and known as the “Lincoln Electric Company (Australia) Proprietary Limited Superannuation Plan”.

**“Service”** means continuous employment with the Employer. For the purposes of this definition an Employee’s employment shall not cease to be continuous by reason only of:

- (a) a transfer from the employment of one Employer to the employment of another Employer; or
- (b) the Employee’s temporary absence from the employment of the Employer:

- (1) while the Member is engaged in compulsory military service or in service in the armed forces of Australia or its allies in time of war; or
- (2) in any other circumstances which for the purposes of the Fund the Employer regards as not resulting in a break in the continuity of the Employee's employment,

and **"Service of the Employer"** shall have a corresponding meaning.

**"Total and Permanent Disablement"** in relation to a Member means –

- (a) Total and Permanent Disablement as defined in any Policy effected by the Trustee and in force for the time being in respect of the Member or agreed upon from time to time by the Trustee and the relevant Insurer for the purposes of the Policy. Every question as to whether a Member is Totally and Permanently Disabled shall be decided by the Insurer and the decision of the Insurer on any such question shall be final.
- (b) If at any time there is no such Policy in force, the Member's incapacity to the extent:
  - (1) of the loss of two limbs (where limbs include the whole of one hand or the whole of one foot) or the sight of both eyes or the loss of one limb and the sight of one eye; or
  - (2) (after a period of six consecutive months' continuous absence from Service (unless the Trustee with the approval of the Employer otherwise determines either generally or in any particular case) on account of illness or injury which is proved to the satisfaction of the Trustee) that in the opinion of the Trustee (after considering such medical or other evidence or advice as it may require from time to time) the Member is unable and unlikely ever again to be able to undertake any form of remunerative work for which the Member is reasonably fitted by education or training or experience,

provided that the Trustee is satisfied the illness or injury was not inflicted for the purpose of obtaining a benefit under the Fund. Every question as to whether a Member is Totally and Permanently Disabled shall be decided by the Trustee and the decision of the Trustee on any such question shall be final, and

**"Totally and Permanently Disabled"** shall have a corresponding meaning.

#### **A4 Agreed credits and debits to Division F Employer Benefit Account**

For purposes of Rule F2.1(a)(11) and pursuant to Clause A7, administration fees, insurance premiums for Members and out-of-pocket expenses particular to the Sub-Division will be debited to the Employer's Division F Employer Benefit Account.

## **A5 Other matters that override or supplement the Rules in Division F for this Employer**

### **A5.1 Payments in Advance**

If the Member at the time of ceasing for any reason to be in the Service of the Employer has received a payment from the Fund or the Previous Plan in advance of a benefit or in lieu of a benefit that may subsequently become payable then the amount of such payment shall (unless the Trustee otherwise determines) be deducted from the amount of that benefit if it shall become payable from the Fund.

### **A5.2 No Policy in Force**

Without limiting Rule F6.5, if at any time there is no Policy in force covering the risk of death and Total and Permanent Disablement and a Member shall die or become Totally and Permanently Disabled either directly or indirectly from any condition for which the Trustee is unable to obtain a Policy no benefit shall be payable from the Fund on account of the Member's death or Total and Permanent Disablement.

## **A6 Status of Participation Schedule**

### **A6.1 Overriding effect**

- (a) This Participation Schedule overrides the provisions of Division A and Division F of the Rules to the extent of any conflict.
- (b) Without limiting Clause A6.1(a), Clauses B6 to B10 apply in place of Rule F4.

### **A6.2 Previous Deed Provisions**

- (a) This Participation Schedule together with the Rules are intended to set out the benefits of members of the Previous Plan (who transferred to the Fund) having regard to the Previous Deed Provisions.
- (b) If the Employer and the Trustee agree that the operation of any provision of this Participation Schedule or the Rules (including the omission in the Participation Schedule or the Rules of a provision from the Previous Deed Provisions) would have the effect that a Member's benefits are not set out as intended, the Trustee may, with the consent of the Employer, adjust the operation of this Participation Schedule or the Rules in such manner or take such other action as the Trustee and the Employer agree is necessary to achieve the stated intention.

## **A7 Fees**

All costs and expenses of and incidental to the establishment, operation, management, administration, investment and termination of the Sub-Division, including Tax, insurance costs, and any fees or charges imposed in relation to, or

payable from, the Sub-Division, are to be payable as determined by agreement between the Employer and the Trustee from time to time.

## **A8 Categorisation of Members within the Sub-Division**

Subject to the Relevant Law:

- (a) by a written notice given to the Trustee, the Employer may, subject to any terms and conditions specified in the notice, establish a new category of Members or may recategorise Members from one category to another; and
- (b) in the case of a recategorisation from one Division to another Division, an amount determined by the Trustee and the Employer will be transferred in respect of each relevant Member from one Division to the other Division.

## Part B – Division B

### B1 Application of Division B

- (a) This Division B is always subject to Part A of this Participation Schedule, which prevails to the extent of any conflict.
- (b) This Division B applies in respect of a member of the Sub-Division who is for the time being categorised as a member of this Division B.

### B2 Definitions

In this Division B, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

**“Annual Salary”** means the annual Salary of the Member, relating to the relevant Review Date, as advised to the Trustee by the Employer for the purposes of the Sub-Division (which advice shall be conclusive evidence of the amount of Annual Salary).

**“Date of Disablement”** means in the case where a Policy insuring against the risk of disablement is in force in respect of the Member the date which is deemed by the relevant Insurer to be the date of the Member’s disablement or, if at any time there is no such Policy in force in respect of a Member, the date deemed by the Trustee to be the date of the Member’s disablement.

**“Deferred Withdrawal Salary”** means the average of the amounts of the Member’s highest three Annual Salaries relating to the Review Dates which occur within the five years immediately prior to the date on which the Member ceases to be in the Employer’s Service.

**“Final Average Salary”** means the average of the amounts of the Member’s highest three Annual Salaries relating to the Review Dates which occur within the five years either:

- (a) immediately prior to the Member’s Normal Retirement Date; or
- (b) immediately prior to the Member’s date of earlier cessation of Service, if the Member ceases Service prior to his or her Normal Retirement Date,

provided that if the Member was a Member of the Previous Plan on 1 January 1982 and the Member’s Normal Retirement Date is his or her sixtieth birthday, Final Average Salary will mean the greater of:

- (c) the amount determined above; and
- (d) the Member’s Annual Salary relating to the Review Date coincident with or immediately following the date five years prior to his or her Normal Retirement Date,

provided further that if the Member ceases Service within five years of joining the Service of the Employer, then the Annual Salary at the date of the Member joining the Service of the Employer shall be deemed to have applied at each preceding Review Date.

**“Guarantee Contribution Account”** at any date in relation to a Member means the amount (after taking account of any tax payable in respect of contributions) to which such rate per cent of the Member’s Salary from time to time as determined in accordance with the SG Legislation has accumulated at the relevant date after making such allowance as the Trustee shall decide from time to time (after considering the Relevant Law and the SG Legislation and such advice as it may require) for investment earnings to that date having regard to the investment earning rate of the Sub-Division and for the Member’s share of the charge for expenses and (in relation to a Member who is contributing to the Fund) for the cost of providing any insurance in relation to the amount determined under Clause B8.1(a)(1)(C).

**“July 1992 Account”** means the amount to which an amount equal to the Member’s Reserve calculated at 1 July 1992 has accumulated at the relevant date after making such allowance as the Trustee shall decide from time to time (after considering the Relevant Law and such advice as it may require) for investment earnings to that date having regard to the investment earning rate of the Sub-Division.

**“Member”** means a member of the Fund who is categorised by the Employer as a Member of this Division B.

**“Member’s Additional Credit”** at any date in relation to a Member means the amount (after taking account of any tax payable in respect of contributions) to which the contributions (if any) by the Member in accordance with Clause B4.1(b) have accumulated at the relevant date after making such allowance as the Trustee shall decide from time to time (after considering the Relevant Law and such advice as it may require) for investment earnings to that date having regard to the investment earning rate of the Sub-Division.

**“Member’s Reserve”** at any date in relation to a Member who is contributing to the Fund means the amount (after taking account of any tax payable in respect of contributions) to which the Transfer Value (if any) in respect of the Member together with the contributions to the Fund and the Previous Plan by the Member in accordance with Clause B4.1(a) have accumulated at the relevant date after making such allowance as the Trustee shall decide from time to time (after considering the Relevant Law and such advice as it may require) for investment earnings to that date having regard to the investment earning rate of the Sub-Division and for the Member’s share of the charge for expenses and for the cost of providing any insurance in relation to the amount determined under Clause B8.1(a)(1)(D).

**“Minimum Guarantee Contribution Benefit”** at any date in relation to a Member who is contributing to the Fund means the sum of –

- (a) an amount equal to the Member’s Reserve; and
- (b) an amount equal to the Member’s Additional Credit (if any); and
- (c) an amount equal to ten per cent of the July 1992 Account for each of the Member’s Years of Past Participation; and
- (d) an amount equal to the Guarantee Contribution Account; and
- (e) an amount equal to the Rollover Account (if any).

**“Normal Retirement Date”** means the Member’s sixtieth birthday or such other date as is agreed upon in any particular case by the Employer and the Member.

**“Old Plan”** means any superannuation plan scheme or fund to which the Employer had contributed immediately prior to 1 July 1971 and from which the Member’s benefits were transferred to the Previous Plan.

**“Review Date”** means:

- (a) 1 July 1992 and the first day of January in each other year or such other date as is determined by the Trustee with the approval of the Employer (to be applicable generally or in the case of any particular Member) as the date in relation to which adjustments to contributions and benefits are to be determined; and
- (b) in relation to a Member who became a member of the Previous Plan or the Fund after 1 July 1992 – the date that Member joined the Previous Plan or the Fund, respectively.

**“Review Period”** means a period commencing on a Review Date and ceasing immediately prior to the next following Review Date.

**“Rollover Account”** at any date in relation to a Member means the account to which the amount (if any) transferred into the Fund in accordance with Rule A11.1 (or transferred into the Previous Plan from another superannuation fund and then transferred to the Fund with effect from the Commencement Date) has accumulated at the relevant date after making such allowance as the Trustee shall decide from time to time (after considering the Relevant Law and such advice as it may require) for investment earnings to that date having regard to the investment earning rate of the Sub-Division.

**“Salary”** means either:

- (a) the remuneration for services rendered by the Member to the Employer or at which the Member is employed by the Employer but excludes overtime special grants and bonuses shift allowances and allowances of any other kind whatsoever; or
- (b) in any special case such amount as is for the purposes of the Sub-Division agreed upon between the Member and the Employer.

**“Transfer Value”** in respect of a Member means the amount transferred into the Previous Plan from the Old Plan being the amount held in respect of the Member’s policies in the Old Plan immediately prior to 1 July 1971.

**“Years of Contributory Membership”** means the number of years (including fractions of a year being complete months) from the date the Member commenced to contribute to the Fund or the Previous Plan to his or her Normal Retirement Date or date of earlier cessation of Service (as the case may be) provided that on or about the time when the Member joined the Fund or the Previous Plan (or 1 July 1992 if later) the Employer may specify another date as being the date from which the Member’s Years of Contributory Membership shall be measured but such date shall not be later than that which would otherwise have been used in terms of this definition.

**“Years of Participation”** means the number of complete years from the date the Member joined the Fund or, if applicable, the Previous Plan as a contributory Member to the date of the Member ceasing to be in the Employer’s Service.

**“Years of Past Participation”** means that part (measured in complete years) of the Member’s Years of Participation calculated to 1 July 1992.

## **B3 Membership**

### **B3.1 Eligibility**

This Division B applies to members of the Sub-Division who either:

- (a) were members of the Previous Plan immediately before the Commencement Date and who are, for the time being, categorised as Members of this Division B; or
- (b) become employees of the Employer after the Commencement Date and who are, for the time being, categorised as Members of this Division B.

### **B3.2 Authority to deduct**

A contributory Member shall be deemed to have authorised the Employer to deduct from his or her Salary such amounts as will provide his or her contributions to the Fund.

## **B4 Contributions**

### **B4.1 By contributory Members**

- (a) Subject to Rule A10.13, Clause B5 and to Clause B4.3, each contributory Member shall in respect of each Review Period contribute to the Fund at the rate of five percent of his or her Annual Salary at the commencement of that period.
- (b) Subject to Clause B5 each contributory Member may elect in respect of any Review Period to contribute to the Fund such additional amounts as the Member may determine and advise to the Trustee at the commencement of that period.

### **B4.2 Commencement and termination of Member contributions**

The contributions by the contributory Member shall commence on the date on which he or she becomes a contributory Member and shall cease on the Normal Retirement Date (or such later date as may be permitted under the Relevant Law) or on his or her ceasing, prior to that date, to be in the Service of the Employer or to be a Member whichever is the earlier.

### **B4.3 Deemed Member contributions**

In respect of any or each Review Period the Trustee may with the Employer’s consent, waive all or any contributions payable by any one or more or all contributory Members. In such a case the Employer may arrange to increase its own contributions to prevent a shortfall in contributions caused by the waiver. Any contribution made in this way by the Employer will be deemed to have been made by the contributory Member.



## **B5 Absence without full remuneration**

If the Member while in the Service of the Employer is temporarily absent without remuneration or without full remuneration from the Employer then the following provisions shall apply:

- (a) subject to Clause B5(d), the period of the Member's absence shall not be counted in determining a benefit payable to the Member at any time in terms of the Rules and during the period of the Member's absence the contributions (if any) to the Fund by and in respect of the Member shall cease;
- (b) subject to Clause B5(c):
  - (1) if the Member dies or becomes Totally and Permanently Disabled during the period of absence the benefit payable shall be an amount equal to a benefit determined under Clause B10.1(a)(1) or Clause B7 (as the case may require). The benefit shall be calculated as if the Member has ceased to be in the Service of the Employer on the date of his or her death or the Date of Disablement;
  - (2) if the Member ceases to be in the Service of the Employer (other than in the circumstances set out in Clause B5(b)(1) the benefit payable shall be determined in accordance with Clause B10, Clause B7 or Clause B6 (as the case may require);
- (c) if with the consent of the Trustee the Member pays a special contribution to the Fund in relation to and prior to the commencement of his or her period of absence (the amount of which shall be advised to the relevant Insurer) then:
  - (1) if the Member dies during the period of absence within a period of twelve months from the date of commencement of the period of absence (or within such additional period as may be agreed between the Trustee and the Insurer) the benefit shall be determined in accordance with Clause B8 as if the Member had died immediately prior to the date of commencement of the period of absence;
  - (2) if the Member becomes Totally and Permanently Disabled during the period of absence within a period of twelve months from the date of commencement of the period of absence (or within such additional period as may be agreed between the Trustee and the Insurer) the benefit shall be determined in accordance with Clause B9 as if the Member had become Totally and Permanently Disabled immediately prior to the date of commencement of the period of absence,

provided that any such special contribution shall not be deemed a contribution to the Fund for the purposes of Clause B10;
- (d) the Member and the Employer may agree as to the provisions which shall apply during his or her absence. In such a case the terms of this agreement (which shall be promptly advised by the Employer to the Trustee) will apply. If these terms are inconsistent with the other provisions of the Rules or the Participation Schedule, the said terms shall prevail.

## **B6 Retirement benefits on or after the Normal Retirement Date**

### **B6.1 Normal retirement**

If the Member ceases to be in the Service of the Employer on the Normal Retirement Date or otherwise becomes entitled to receive a benefit at that date or on attaining the age of sixty-five years (whichever is the later) in compliance with the Relevant Law the benefit payable shall, subject to Rule A.10, be either:

- (a) (in the case of a Member who is contributing to the Fund) the greater of:
  - (1) the aggregate of the amounts determined as follows:
    - (A) an amount equal to the sum of:
      - (i) the Member's Reserve; and
      - (ii) the Member's Additional Credit (if any); and
      - (iii) the Rollover Account (if any),
 at the date of his or her ceasing to be in the Employer's Service; and
    - (B) thirteen and one-third per cent of the Member's Final Average Salary multiplied by his or her Years of Contributory Membership; and
  - (2) an amount equal to the Minimum Guarantee Contribution Benefit at the date of his or her ceasing to be in the Employer's Service; or
- (b) (in the case of a Member who is not contributing to the Fund) the sum of:
  - (1) an amount equal to the Guarantee Contribution Account at the date of his or her ceasing to be in the Employer's Service; and
  - (2) an amount equal to the Rollover Account (if any) at the date of his or her ceasing to be in the Employer's Service.

### **B6.2 Late retirement**

If the Member continues in the Service of the Employer and ceases to be in the Employer's Service after the Normal Retirement Date the benefit payable (if any) shall be the aggregate of:

- (a) the amount determined as at the Member's Normal Retirement Date in terms of Clause B6.1 less any amount paid to the Member in compliance with the Relevant Law; and
- (b) the amount of the contributions (if any) to the Fund by and in respect of the Member after the Normal Retirement Date,

plus compound interest on the balance for the period of months and complete days from the Member's Normal Retirement Date to the date of his or her cessation of Service. The interest for that period shall be calculated at such rate per cent per annum as is from time to time determined by the Trustee having regard to the investment earning rate of the Sub-Division and after considering the Relevant Law and such advice as it may require.

## B7 Early retirement benefits

If the Member within 5 years prior to the Normal Retirement Date ceases to be in the Service of the Employer the benefit payable shall, subject to Rule A.10, be either:

- (a) (in the case of a Member who is contributing to the Fund) the greater of:
  - (1) the aggregate of the amounts determined as follows:
    - (A) an amount equal to the sum of:
      - (i) the Member's Reserve; and
      - (ii) the Member's Additional Credit (if any); and
      - (iii) the Rollover Account (if any),
 at the date of his or her cessation of Service; and
    - (B) an amount calculated in the manner set out in Clause B6.1(a)(1)(B) as if the Member had ceased Service on the Normal Retirement Date but reduced in the proportion which that part (measured in years and fractions of a year being complete months) of his or her Years of Contributory Membership falling prior to the Member ceasing to be in the Service of the Employer bears to his or her Years of Contributory Membership; and
  - (2) an amount equal to the Minimum Guarantee Contribution Benefit at the date of his or her cessation of Service; or
- (b) (in the case of a Member who is not contributing to the Fund) the sum of:
  - (1) an amount equal to the Guarantee Contribution Account at the date of his or her cessation of Service; and
  - (2) an amount equal to the Rollover Account (if any) at the date of his or her cessation of Service.

## B8 Death benefits

### B8.1 Death in Service

If the Member dies while he or she is in the Service of the Employer prior to the Normal Retirement Date the benefit payable shall, subject to Rule A.10, be either:

- (a) (in the case of a Member who is contributing to the Fund) the greater of:
  - (1) the aggregate of the amounts determined as follows:
    - (A) an amount equal to the Member's Reserve at the date of his or her death; and
    - (B) an amount equal to the sum of:
      - (i) the Member's Additional Credit (if any); and
      - (ii) the Rollover Account (if any),
 at the date of his or her death; and

- (C) an amount calculated under Clause B6.1(a)(1)(B) as if the Member had continued in the Service of the Employer until and had ceased to be in the Employer's Service on the Normal Retirement Date; and
  - (D) five per cent of the Member's Annual Salary relating to the Review Date coincident with or next preceding his or her date of death multiplied by the number of years (measured in years and fractions of a year being complete months) from that Review Date up to the Normal Retirement Date,
- and for the purpose of this sub-rule B8.1(a)(1) the Member's Annual Salary relating to the Review Date coincident with or next preceding the date of his or her death shall be deemed to have continued to be his or her Annual Salary up to the Normal Retirement Date; and
- (2) an amount equal to the Minimum Guarantee Contribution Benefit at the date of his or her death; or
- (b) (in the case of a Member who is not contributing to the Fund) the sum of:
- (1) an amount equal to the Guarantee Contribution Account at the date of his or her death; and
  - (2) an amount equal to the Rollover Account (if any) at the date of his or her death.

## **B8.2 Death in Service after Normal Retirement Date**

If the Member dies while he or she is in the Service of the Employer on or after the Normal Retirement Date the benefit payable shall be the amount determined under Clause B6.2 as if the Member had ceased to be in the Service of the Employer at the date of his or her death.

## **B9 Total and Permanent Disablement benefits**

If the Member becomes Totally and Permanently Disabled prior to attaining the age of sixty years or prior to the Normal Retirement Date (if earlier) the benefit payable shall, subject to Rule A.10, be either:

- (a) in the case of a Member who is contributing to the Fund) the greater of:
  - (1) the aggregate of the amounts determined as follows:
    - (A) an amount equal to the Member's Reserve at his or her Date of Disablement; and
    - (B) an amount equal to the sum of:
      - (i) the Member's Additional Credit (if any); and
      - (ii) the Rollover Account (if any),
 at his or her Date of Disablement; and
    - (C) an amount calculated under Clauses B8.1(a)(1)(C) and B8.1(a)(1)(D) as if the Member had died on his or her Date of Disablement; and

- (2) an amount equal to the Minimum Guarantee Contribution Benefit at his or her Date of Disablement; or
- (b) (in the case of a Member who is not contributing to the Fund) the sum of:
  - (1) an amount equal to the Guarantee Contribution Account at his or her Date of Disablement; and
  - (2) an amount equal to the Rollover Account (if any) at his or her Date of Disablement.

## **B10 Withdrawal benefits**

### **B10.1 Entitlement**

Subject to Rule A.10, if the Member prior to the Normal Retirement Date ceases (other than by reason of his or her death or Total and Permanent Disablement or the circumstances set out in Clause B7) to be in the Service of the Employer the benefit payable shall be either:

- (a) (in the case of a Member who is contributing to the Fund) determined as follows:
  - (1) If the Member ceases to be in the Service of the Employer on account of illness or injury (proof of which is provided to the satisfaction of the Trustee) or (in the opinion of the Trustee) on account of retrenchment of staff the benefit payable shall be equal to the greater of:
    - (A) an amount equal to the sum of:
      - (i) twice the Member's Reserve; and
      - (ii) the Member's Additional Credit (if any); and
      - (iii) the Rollover Account (if any),
 at the date of his or her ceasing to be in the Employer's Service; and
    - (B) an amount equal to the Minimum Guarantee Contribution Benefit at the date of his or her ceasing to be in the Employer's Service.
  - (2) If the Member ceases to be in the Service of the Employer other than under Clause B10.1(a)(1) the benefit payable shall be equal to the greater of:
    - (A) the aggregate of the amounts determined as the sum of:
      - (i) the Member's Reserve;
      - (ii) the Member's Additional credit (if any); and
      - (iii) the Rollover Account (if any),
 at the date of his or her ceasing to be in the Employer's Service; and
    - (iv) an amount equal to ten per cent of the Member's Reserve for each of his or her Years of Participation,

provided that the Trustee may in its discretion direct that a greater benefit be paid to the Member provided further that in no case shall the total amount determined under Clause B10.1(a)(2)(A)) exceed an amount calculated under Clause B10.1(a)(1)(A)); and

- (B) an amount equal to the Minimum Guarantee Contribution Benefit at the date of his or her ceasing to be in the Employer's Service.
- (3) If a Member ceases to be in the Employer's Service for any reason other than on account (in the opinion of the Trustee) of misconduct and is entitled to receive a benefit in terms of Clauses B10.1(a)(1) or B10.1(a)(2), of this Rule and at the date of his or her ceasing to be in the Service of the Employer the sum of the Member's age at that date and his or her Years of Contributory Membership falling prior to that date (both periods measured in years and fractions of a year being complete months) is at least equal to seventy-five years he or she may elect that in lieu of receiving the said benefit there shall be a benefit payable equal to the aggregate of the amounts determined as follows:
- (A) an amount equal to the Deferred Benefit; and
  - (B) an amount equal to the sum of:
    - (i) the Member's Reserve; and
    - (ii) the Member's Additional Credit (if any); and
    - (iii) the Rollover Account (if any),
 at the date of his or her ceasing to be in the Employer's Service,

provided that the Deferred Benefit shall not be payable prior to the earliest of:

- (C) the date of the Member's ceasing Service under Clause B10.1(a)(1);
  - (D) the date the Member attains the age of fifty-five years;
  - (E) the date of the Member's death; or
  - (F) (in the discretion of the Trustee with the consent of the Principal Employer) the date of the Member's ceasing Service under Clause B10.1(a)(2); or
- (b) (in the case of a Member who is not contributing to the Fund) an amount equal to the sum of:
- (1) the Guarantee Contribution Account; and
  - (2) the Rollover Account (if any) at the date of his or her ceasing to be in the Employer's Service.

### **B10.2 Deferred Benefit definition**

For the purposes of this Clause 10, “Deferred Benefit” means an amount equal to thirteen and one-third per cent of the Member’s Deferred Withdrawal Salary multiplied by the number of his or her Years of Contributory Membership at the date of his or her ceasing to be in the Employer’s Service provided that in the event that this benefit is paid to the Member when he or she ceases to be in the Employer’s Service such benefit will be reduced by one six hundredth for each complete month by which the date on which the Member ceases to be in the Employer’s Service precedes the Member’s fifty-fifth birthday.

## Part C – Division C

### C1 Application of Division C

- (a) This Division C is always subject to Part A of this Participation Schedule, which prevails to the extent of any conflict.
- (b) This Division C applies in respect of a member of the Sub-Division who is for the time being categorised as a member of this Division C.

### C2 Definitions

In this Division C, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

**“Member”** means a member of the Fund who is categorised by the Employer as a Member of this Division C.

**“Ordinary Time Earnings”** has the same meaning as the term does in the SG Legislation.

**“Prospective Benefit”** means in respect of a Member, an amount calculated in accordance with the following formula:

$$K \times OTE \times A65$$

where:

**“K”** is 5%, unless 0%, 10%, 15% or 20% is offered by the Trustee and selected by the Member;

**“OTE”** is Ordinary Time Earnings; and

**“A65”** is the number of prospective years (with each day forming a fraction of a year) from the Member’s date of death or date of ceasing to be an Employee because of Total and Permanent Disablement, as applicable, and the date of attaining age 65.

### C3 Membership

This Division C applies to members of the Sub-Division who either:

- (a) were members of the Previous Plan immediately before the Commencement Date and who are, for the time being, categorised as Members of this Division C; or
- (b) become employees of the Employer after the Commencement Date and who are, for the time being, categorised as Members of this Division C.



## **C4 Contributions**

### **C4.1 By Employer [Rule F3.1(a)(2)]**

The Employer will contribute to the Fund in respect of a Member at the rate of 9% of Ordinary Time Earnings or any other percentage of Ordinary Time Earnings as determined by the Employer from time to time either generally or in any particular case.

### **C4.2 By Member [Rule F3.2(a)]**

A Member is not required to make contributions to the Fund.

## **C5 Benefits**

### **C5.1 Leaving employment [Rule F5.1]**

If a Member ceases to be an Employee when no benefit is payable under Clause C5.2 or Clause C5.3, a benefit equal to the Member's Account Balance is payable.

### **C5.2 Total and Permanent Disablement [Rule F5.2]**

If a Member ceases to be an Employee because of Total and Permanent Disablement, a benefit equal to the Member's Account Balance is payable.

### **C5.3 Death [Rule F5.3]**

On the death of a Member while an Employee, a benefit equal to the Member's Account Balance is payable.

### **C5.4 Temporary disablement [Rule F5.4]**

No temporary disablement benefit is payable to any Member.

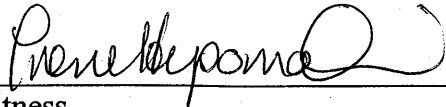
## **C6 Insurance**

If insurance cover is effected by the Trustee for any particular Member in respect of a benefit to be payable in the event of the Member's death or Total and Permanent Disablement:

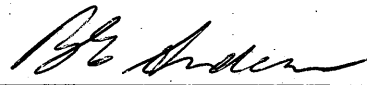
- (a) the Trustee may debit the applicable insurance premiums to the Member's Account under Rule F2.2(c)(7); and
- (b) the amount of the proceeds of insurance (if any) that will be credited to the Member's Account under Rule F2.2(b)(4) in the event of the Member's death or Total and Permanent Disablement will be the Prospective Benefit, subject to Rule F6.5(a).

**Executed as a deed:**

**Signed sealed and delivered for  
Equisuper Pty Ltd**  
by its attorney in the  
presence of:

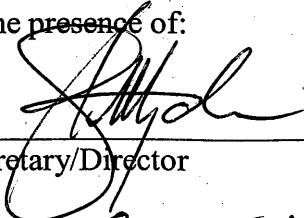
  
Witness

IRENE NYKOMALK  
Name (please print)

  
Attorney

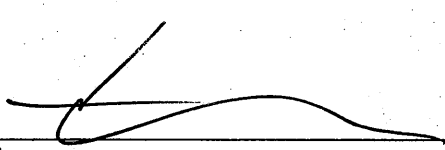
B E Anderson  
Name (please print)

**The common seal of  
Lincoln Electric Superannuation  
Pty Limited** is fixed to this document  
in the presence of:

  
Secretary/Director

STUART HYDE  
Name (please print)



  
Director

FRANK YOUNG  
Name (please print)