Participation Schedule – General Part

1 Sub-Division Employers

The Sub-Division Employers are the Principal Employer and any Associated Employers under this Participation Agreement (as amended from time to time).

2 Status of Parts

2.1 Overriding effect of Parts within Participation Schedule

The Clauses of Part 1 and Part 2 shall be read and construed and have the same force and effect as if set out in the General Part of this Participation Schedule, except that:

(a) if there is a conflict between a:

(1) Clause in Part 2; and

(2) Clause of the General Part or Part 1,

the relevant Clause in Part 2 prevails to the extent of the conflict; and

(b) if there is a conflict between a Clause in the General Part and Part 1, the relevant Clause in the General Part prevails to the extent of the conflict.

2.2 Overriding effect of Participation Schedule

(a) Subject to Division AAA of the Fund Rules, this clause 2.2 has effect subject to clause 1.3 of the Operative Part.

(b) This Participation Schedule overrides the provisions of Division F of the Fund Rules to the extent of any conflict.

(c) If there is a conflict between Division AAA and any other provision of the Fund Rules or this Participation Schedule or the Participation Agreement, Division AAA prevails to the extent of the conflict.

(d) Without limiting clause 2.2(c) of this General Part, if there is a conflict between a provision of the Fund Rules (other than a provision in Division AAA) and a provision of this Participation Schedule or the Participation Agreement, the provision in the Participation Agreement or the Participation Schedule prevails to the extent of the conflict.

(e) Without limiting Clause 2.2(b) of this General Part:

(1) Rule F2.2 is not applicable to this Sub-Division;

(2) Rule F3.3 is not applicable to this Sub-Division;

(3) Clause 4.3 of this General Part applies in place of Rule F3.4;

(4) [deleted]; and

(5) Clause 4.1 of this General Part applies in place of Rule F6.5(a).

3 Definitions

Unless the contrary intention appears in this Participation Schedule, terms not defined in this Participation Schedule have the same meaning as in the Fund Rules:

"**Clause**" means a Clause of this Participation Schedule. For the avoidance of doubt, a Clause does not mean a Clause of the Participation Agreement that is not a Clause in the Participation Schedule. "**Clauses**" has a corresponding meaning.

"**Eligible Employee**" means an Employee who is approved for the time being by the Trustee (either generally or in any particular case) for membership of the Fund.

"**General Part**" means the General Part of this Participation Schedule.

"**Government Co-Contribution**" means a contribution made on behalf of a Member by the Commonwealth Government of Australia in accordance with the Superannuation (Government Co-Contribution for Low Income Earners) Act 2003.

"**Insurance Company**" means such insurer, insurers or re-insurance companies as the Trustee may from time to time determine.

"**Legal Personal Representative**" has the meaning given to that term in the Superannuation Industry (Supervision) Act 1993.

"**Minimum Benefits**" means the minimum benefits of a Member within the meaning of the Benefit Protection Standards contained in Part 5 of the Superannuation Industry (Supervision) Regulations 1994.

"**Part 1**" means Part 1 of this Participation Schedule.

"**Part 2**" means Part 2 of this Participation Schedule.

"**Policy**" means a term or other policy or contract of insurance.

"**Superannuation Authority**" means the Australian Prudential Regulation Authority or the Australian Securities and Investments Commission, as the case permits or requires, or any successor body to either of them.

4 Other matters that override or supplement the Fund Rules in Division F for this Employer

4.1 Insurance Arrangements

(a) The Trustee may (and shall to the extent, if any, specified in the Fund Rules) enter into or otherwise acquire any type of insurance policy or like arrangement (including any reinsurance arrangement or trustee indemnity insurance with any person or fund) or any right or interest in respect thereof and with or subject to any option, right, benefit, term, condition or provision. The Trustee may vary, surrender, terminate, assign or otherwise howsoever deal with such policy or arrangement as the Trustee may think fit.

(b) Subject to the Relevant Law:

(1) if the application for the granting of any insurance under the Policy on the life of a Member or of any increase in the amount of the insurance is not accepted by the relevant Insurance Company on its standard terms; or

(2) if the amount (if any) of the insurance under the Policy is limited by the relevant Insurance Company at any time or is not paid or is paid as a reduced amount by the relevant Insurance Company in terms of the Policy;

then the benefit payable under the Sub-Division on the Member's death or disablement shall (unless the Trustee otherwise determines) be adjusted as the Trustee considers equitable having regard to the amount (if any) of the insurance granted by the relevant Insurance Company under the Policy and the conditions relating to it or the amount (if any) of the insurance not paid by the relevant Insurance Company under the Policy.

4.2 Non-payment or Inadequacy of Employer Payments

(a) A termination or suspension of payment of contributions under this Clause 4.2 does not affect an obligation to pay a contribution that arose prior to the date the termination or suspension becomes effective.

(b) Where the Trustee determines that an Employer has failed to pay any amount to the Fund as and when required under the Fund Rules, the Trustee may:

(1) suspend payment of Benefits (other than a Benefit payable in respect of an accumulation interest within the meaning of regulation 1.03 of the Superannuation Industry (Supervision) Regulations 1993) to or in respect of any person affected by the failure until the relevant amount has been paid; and

(2) determine that this Clause 4.2 shall apply while payments are suspended under Clause 4.2(a) as if the Employer had given written notice to the Trustee of the suspension of its contributions pursuant to Clause 4.2 with effect from the day of the Trustee's determination under Clause 4.2(a).

(c) Suspension for an unbroken two-year period of an Employer's contributions concerning a Member will be treated by the Trustee as constructive notice of termination of those Employer contributions under Clause 4.2 effective at the end of the two-year period.

(d) Where actual or constructive notice under Clause 4.2 has been given the Trustee may:

(1) refuse to receive contributions from or other amounts payable by or for, Members; and/or

(2) to the extent permitted or not prohibited by the Relevant Law, adjust any Benefits affected by the relevant notice, which Benefits shall as adjusted be provided in full satisfaction of any Benefit which would have been payable in the absence of such adjustment.

(e) The Trustee may:

(1) impose conditions on an Employer relating to the revocation of a notice given under Clause 4.2, the rectification of a failure to pay as described in Clause 4.2(a) and any revocation or rectification will, unless the Trustee determines otherwise, occur subject to payment of all unpaid Employer contributions and earnings on them at the Agreed Rate;

(2) adjust to the extent permitted or not prohibited by the Relevant Law the rights, entitlements and obligations of the persons affected by a revocation or rectification referred to in Clause 4.2(e). Any adjusted benefit may be provided in such manner and form, by way of such arrangements and subject to such conditions as the Trustee may think fit either generally or in any particular case, and shall be in lieu of and in full satisfaction of any benefit which would or might have been or become payable from the Fund but for the operation of this Clause 4.2(e).

(f) If an Employer has suspended contributions, the Employer must pay all unpaid Employer contributions and earnings on them at the Agreed Rate with respect to that Member or those Members, if a Benefit relating to the Member or any of those Members becomes payable during the suspension period.

(g) Adjusted benefits payable under Clause 4.2(e) of this Participation Schedule:

(1) are provided in full satisfaction of any Benefit which would have been payable in the absence of the operation of Clause 4.2; and

(2) may not, unless the Employer consents, increase the Benefit for a person.

(h) Where contributions by or relating to a Member have terminated under this Clause, the Trustee may, subject to the consent of the Member's Employer, under the authority of this clause pay or transfer the Member's interest in the Sub-Division to the trustees or other entity responsible for an alternative Approved Benefit Arrangement or to Division D of the Fund. The Trustee may impose such conditions as it thinks fit on the payment of the transferred amount and such payment will discharge the Trustee from all liability relating to that interest.

4.3 Amendment Powers and Procedures

Amendments to this Participation Schedule may be made only in compliance with Rule A12, as if the Participation Schedule formed part of the Fund Rules PROVIDED THAT:

(a) no amendment shall take effect pursuant to this Clause without the consent of the Trustee if such consent is required under Relevant Law;

(b) no amendment shall be made other than in accordance with Relevant Law; and

(c) no amendment shall take effect in respect of a Member or Beneficiary unless:

(1) [deleted]; or

(2) such amendment is approved by the Superannuation Authority in writing or is required by Relevant Law; or

(3) such amendment is approved by that Member or Beneficiary in writing.

4.4 [deleted]

4.5 Debts to Employer – charge

If an Employer pays to or on behalf of the Trustee any sum representing the contribution of a Member before that contribution has been received by the Employer, or if the Member owes any sum to an Employer on any account then subject to the Relevant Law, the Employer shall have a charge on the benefits being provided for or in respect of the Member under the Sub-Division for those sums. At the time any benefit is payable to or in respect of the Member, the Trustee, if so required by the Employer, shall deduct any sums so paid or owing from the benefit and pay the amount so deducted to that Employer.

4.6 Employer's power to dismiss

Nothing in this Participation Schedule shall restrict the right of an Employer to dismiss an Employee or be used to increase damages in any action brought against that Employer in respect of an Employee's dismissal.

4.7 Damages and compensation

Nothing in this Participation Schedule shall in any way affect the right of a Member, their Dependants or their Legal Personal Representative or other person to claim damages or compensation by common law or under worker's compensation legislation governing compensation to a Member injured or dying as a result of an accident arising out of or in the course of their employment with the Employer. Except as may be provided in the Fund Rules and in this Participation Schedule, the amount payable in terms of the Fund Rules and this Participation Schedule shall not be reduced by reason of any payment of damages or compensation set out above.

4.8 National or Social Insurance or Pensions

(a) This clause will apply if the Government of either Australia or of any State or Territory of Australia introduces or changes any scheme (referred to as the "National Scheme") of national or social insurance or superannuation or social service benefits or other scheme for the granting of pensions or other benefits similar to superannuation benefits for which Members or a class of Members or their Dependants become eligible. For the purposes of clauses 4.8(b) and 4.8(c) the benefits receivable from the National Scheme will be referred to as the "National Benefit".

(b) When this Clause applies then, subject to Clause 4.8(d), the Trustee may, with the consent of the Principal Employer, vary the benefits payable under the Sub-Division to or in respect of the eligible Members of the class of Members or their Dependants in such manner and to such extent as it may determine and (without limiting the generality of the foregoing) may:

(1) take into account the amount of the National Benefit;

(2) take into account such amount as in the opinion of the Trustee is equal to the value at the relevant date of the National Benefit;

(3) integrate the benefits or contributions under the Sub-Division with the National Benefit.

(c) The contributions subsequently payable to the Sub-Division by and in respect of the Members whose benefits are adjusted by the Trustee under Clause 4.8(b), shall be adjusted to take into account:

(1) the adjustment in benefits otherwise receivable from the Fund;

(2) any contributions which the National Scheme requires to be paid;

(3) any adjustments which may be made by the appropriate Government to the National Scheme.

(d) The adjustment to benefits of any Member or class of Members under Clause 4.8(b) shall not reduce those benefits to amounts which are less than those which in the opinion of the Trustee (after considering the advice of the Actuary) are attributable to the aggregate of the contributions to the Fund which have been made by the Member or by the class of Members and those contributions deemed by the Trustee to have been made in respect of the Member or class of Members by the Employer.

4.9 Advice to Members

A Member shall be entitled to receive an annual advice (pertaining to the Review Date) relevant to the benefits under the Sub-Division.

4.10 Inspection by Members

A copy of this Participation Schedule shall be kept by the Trustee at its registered office and shall be open to inspection by any Member at all reasonable times.

4.11 Confidentiality

The Trustee shall regard as confidential all information disclosed to it in connection with the administration of the Sub-Division and all related matters, provided that the information may be passed to those directly concerned with the administration of the Sub-Division or payment of benefits under the Sub-Division.

4.12 Employer providing information

When an Employee becomes eligible to join the Sub-Division or after receiving notice of the death, disablement or retirement of any Member or of their otherwise ceasing to be in the Service of the Employer, the Employer shall promptly notify the Trustee of the event and provide all other information in its possession regarding the Member or prospective Member of the Sub-Division as may reasonably be required by the Trustee.

4.13 Dispute Resolution

If any dispute or doubt arises as to the interpretation of this Participation Agreement, or as to the rights of:

(a) a Member;

(b) an Employer; or

(c) any other person under this Participation Agreement

then, except to the extent provided in the Fund Rules, the decision of the Trustee is final and conclusive against all persons subject to any overriding powers of a court or tribunal of competent jurisdiction.

4.14 [delete]

Part 1

1 GENERAL PROVISIONS

1.1 Application of Part

This Part shall apply to all Members, subject to the Clauses in the General Part. If there is a conflict between:

(a) a Clause in the General Part; and

(b) a Clause of this Part 1,

the relevant Clause in the General Part prevails to the extent of the conflict. Unless the context otherwise requires, Clause references in this Part 1 are references to Clauses in this Part 1.

1.2 Part-time Employment or Non-eligibility

Subject to the Relevant Law, the Principal Employer may determine special terms, conditions and restrictions in relation to the contributions to be payable and the benefits to be provided in respect of a Member during and in respect of any period when in the opinion of the relevant Employer the Member is employed by the Employer in other than a full-time capacity or the Member remains in the employ of the Employer but is not a person who is classified as an Eligible Employee for the purposes of the Fund Rules. The Principal Employer shall notify the Trustee in writing of such a determination.

1.3 Interest Payments

The Trustee may, in its absolute discretion, increase a benefit payable pursuant to the Fund Rules by an amount in respect of the period between the date the benefit first became payable and the actual date of payment of the benefit.

1.4 Taxation

(a) Subject to Relevant Law, the Trustee may take such actions as the Trustee considers appropriate in taking account of any Tax, including without limitation:

(1) adjusting the amount of and conditions governing any benefit or other amount payable into or out of the Fund; and

(2) making provisions in the accounts of the Fund and payments from the Fund to relevant governmental authorities.

(b) The Trustee may at any time recalculate the Tax in respect of a person who is or has been a Member.

(c) If the Tax in respect of a Member as recalculated is less than the Tax in respect of that person as previously determined the Trustee may:

(1) If the person is a Member when the Tax was calculated adjust the Member's benefit as appropriate;

(2) If the person is not a Member and was, when the Tax was calculated, a Member, pay an amount equal to the difference to the person from the Fund.

(d) If the person is not a Member and was, when the Tax was calculated, a Member, the additional Tax:

(1) constitutes a debt due and payable by the person to the Trustee and the Trustee may sue for that debt; or

(2) shall be paid or dealt with in some other way,

as the Trustee considers equitable and determines.

(e) If a person fails to provide the required information within 14 days of a request under Rule A10.8(a) of the Fund Rules, the Trustee may determine the Tax in respect of the person on the basis of any assumptions which, in the circumstances, are reasonable. The person has no claim against the Trustee or the Fund for any loss suffered as a result of any such assumptions being incorrect.

(f) Where a person makes, or has made, a statement to the Trustee that is:

(1) in the opinion of the Trustee relevant to the Trustee's determination of Tax in respect of the person; and

(2) reasonably believed by the Trustee to be untrue or misleading either by misstatement or omission,

then the Trustee may recalculate the Tax in respect of the person having regard to what the Trustee reasonably considers to be the true circumstances of the person.

1.5 Employer Contributions

(a) Additional Voluntary Contributions

In addition to any contributions expressly provided for elsewhere in the Fund Rules, with the approval of the Trustee, an Employer may contribute further amounts in respect of particular Members or groups of Members, and any such additional contributions shall be applied in respect of the Members concerned on such basis as the Principal Employer shall direct.

(b) Salary sacrifice contributions

The Employer will in respect of each Review Period contribute to the Plan in respect of a Member any amount as agreed between the Member and the Employer under a salary sacrifice arrangement.

(c) Contributions Other than in Cash

Subject to Relevant Law, the Trustee may accept contributions other than in cash including, without limitation, contributions by way of voucher arising as a result of a superannuation guarantee shortfall.

1.6 Amount and Payment of Benefits

(a) Amount of Benefits

The benefit payable from the Fund to a Member shall be calculated in accordance with the provisions of Part 2 that applies to that Member.

(b) Payment of Benefits

A benefit payable from the Fund shall be payable at such place and in such manner as the Trustee shall determine or approve and every person to whom a benefit is payable (whether in that person's own right or for and on behalf of another person) shall upon request by the Trustee provide such information and do such acts and things as the Trustee may consider necessary, desirable or expedient. Notwithstanding any other provisions contained in the Fund Rules and this Participation Schedule, the Trustee may with the written agreement of the Member or a Beneficiary to whom a benefit is payable and subject to the Relevant Law transfer assets of the Fund (of equivalent value to the benefit) to that Member or Beneficiary in lieu of or paying the whole or part of the amount which would otherwise have been payable under the Fund Rules and this Participation Schedule.

(c) Proofs

Whenever it shall be necessary for the Trustee to decide questions of fact, the Trustee may act upon such proofs or presumptions as the Trustee may deem satisfactory whether they are strictly legal proofs or legal presumptions or not.

1.7 No Claim Apart From Fund Rules or this Participation Schedule

No Member or Beneficiary or person claiming in respect or on behalf of a Member or Beneficiary or as a Dependant or Legal Personal Representative of a Member or Beneficiary shall be entitled to require any payment from the Fund except as may be expressly provided in the Fund Rules or this Participation Schedule.

1.8 Proof of Qualification for Benefits

Any person appearing, purporting or claiming to be qualified or entitled to any benefit from the Fund shall on request produce to the Trustee or a nominee of the Trustee such evidence, do such acts and execute such documents as and when the Trustee may reasonably require. If a person fails to do so to the Trustee's reasonable satisfaction, the Trustee may refuse to consider any claim to a benefit or suspend or terminate a benefit, as the Trustee considers appropriate in the circumstances.

1.9 Special Arrangements and Adjustments [deleted]

1.10 Notices

(a) Notices may be given by the Trustee to a Member either personally or by mail to the address for that Member last known to the Trustee or by enclosure in the Member's pay envelope or advice.

(b) In the case of service by post, the notice shall be deemed to be effective when the notice would be received in the ordinary course of posting.

1.11 [delete]

Part 2 – Benefits

General Provisions

1A Application of Part

This Part 2 shall apply to all Members, subject to the Clauses in the General Part. If there is a conflict between:

(1) a Clause in the General Part; and

(2) a Clause of this Part 2,

the relevant Clause in Part 2 prevails to the extent of the conflict. Unless the context otherwise requires, Clause references in this Part 2 are references to Clauses in this Part 2.

1. Definitions and Interpretation

(1) This Part 2 and the Part 2 Rules are governed and construed and takes effect in accordance with the law of the State of Victoria.

(2) The headings in this Part 2 and the Part 2 Rules are for convenience only and do not affect the interpretation of it.

(3) In the interpretation of this Part 2 and the Part 2 Rules words importing the singular number include the plural and vice versa and words importing one gender include the other genders unless the context otherwise requires.

(4) If any dispute or doubt as to the interpretation of any of the provisions of this Part 2 and the Part 2 Rules or as to the rights of Members thereunder shall arise the decision of the Trustee shall be final and conclusive.

(5) References to any statutory enactment, regulation, rule, by-law or other law or a provision thereof (collectively called a 'law') shall include that law as amended or re-enacted from time to time and any law which replaces the same or has the same effect in whole or in part (whether or not passed or approved by the same legislative body or other authority and whether or not incorporating or adopting any law previously in force) and shall also include any regulations, determinations, rulings or guidelines laid down or made by any person or authority under the authority of such a law.

(5A) A reference to the Tax Act includes a reference to the Income Tax Assessment Act 1997 of the Commonwealth of Australia, and a reference to a provision of the Tax Act includes a reference to a corresponding provision of the Income Tax Assessment Act 1997 of the Commonwealth of Australia.

(6) Schedules to this Part 2 form part of this Part 2.

In the interpretation of this Part 2 and the Part 2 Rules the words and expressions following shall unless the context otherwise requires have the following meanings:

Approved Benefit Arrangement means a fund or benefit arrangement, other than the Sub-Division, to which a payment may be made from the Sub-Division, or from which a payment may be accepted into the Sub-Division, without causing the Sub-Division to be in breach of or to fail to comply with any applicable requirement under Superannuation Law regarding the portability or preservation of benefits, including without limitation another superannuation fund, an approved deposit fund and a deferred annuity.

Auditor means the auditor appointed from time to time by the Trustee as Auditor to the Fund pursuant to Rule A2.6 of the Fund Rules.

Eligible Ill-Health Member means a Member who was an Employee and a Member of the Previous Fund on 31 December 2013 and did not cease to be an Employee or a Member between that date and the date on which the Member ceased to be in the employment of the Employer as a result of Ill-health.

Employee means a person who is in the employ of an Employer and who is classified by that Employer as an Employee for the purposes of this Part 2 or the Part 2 Rules or comes within a category of Employees which is so classified and includes a person in respect of whom an Employer has a Superannuation Charge obligation and who is classified by that Employer as an Employee for the purposes of this Part 2 or the Part 2 Rules or comes within a category of Employees which is so classified.

Employer means the Principal Employer or any Associated Employer and in respect of an Employee means the Employer in whose employ such Employee is for the time being engaged.

Ill-health means in relation to a Member, physical or mental ill-health (not amounting to Total and Permanent Disablement) caused through illness, infirmity or accident which, in the opinion of the Trustee after consideration of medical evidence, any statement from the Employer and such other matters as the Trustee thinks fit, renders the Member unable to perform:

(a) his normal duties for the Employer before he ceased normal active employment with the Employer; and

(b) the duties of any other position with the Employer for which the Employer considers him to be reasonably suited and which is offered to him by the Employer,

such duties being as determined and advised to the Trustee by the Employer.

Mandated Employer Contributions has the meaning given to it under Superannuation Law.

Member means a person who has been accepted for membership of this Sub-Division and continues to be a Member of the Sub-Division.

Membership means in relation to a Member the most recent uninterrupted period during which that person has been a Member of the Sub-Division or the Previous Fund in the employ of one or more of the Employers.

Minimum Account Balance means $5,000 or such other amount (if any) as is determined by the Trustee from time to time (whether in relation to Members generally or in relation to any particular Member or category of Members or in relation to any particular purpose or purposes of this Sub-Division).

MySuper Interest means, in relation to a Member, the extent of the Member's interest in this Sub-Division that is attributable to a MySuper Product offered by the Trustee.

MySuper Law means the Superannuation Law, Superannuation Requirements and Prudential Standards with which or which, in the opinion of the Trustee, this Part 2, the Part 2 Rules, the Fund Rules, the Trustee or the Sub-Division must comply or satisfy (or with which or which in the opinion of the Trustee, this Part 2, the Part 2 Rules, the Fund Rules, the Trustee or the Sub-Division should comply) in relation to a MySuper Product, a MySuper Member or a MySuper Interest.

MySuper Product has the meaning given to it in the SIS Act.

MySuper Rules means the rules (if any) established by the Trustee in relation to MySuper Interests, MySuper Products and MySuper Members under the Fund Rules.

Normal Latest Contribution Date means in relation to a Member, the date of the 75th birthday of the Member or such later age as may be determined by the Employer.

Normal Retirement Date means in relation to a Member the date on which he attains the age of 65 years.

Part 2 Rules means the rules contained in a Schedule of this Part 2 as amended from time to time in accordance with the provisions of this Part 2.

Prescribed Law means a law of a State or Territory prescribed for the purposes of section 2E of the Acts Interpretation Act 1901.

Previous Fund means the Rio Tinto Staff Superannuation Fund established under the Previous Trust Deed and as amended from time to time.

Previous Rules means the rules contained in a Schedule of the Previous Trust Deed (as amended from time to time).

Previous Trustee means Rio Tinto Staff Fund Pty Limited.

Previous Trust Deed means the trust deed dated 14 December 1979 (as amended from time to time) governing the Previous Fund.

Principal Employer means Hail Creek Coal Pty Ltd or any company partnership organisation or association (whether incorporated or otherwise) carrying on business in succession to it or in amalgamation with it which agrees to assume the obligations of the Principal Employer under this Part 2, the Part 2 Rules and the Fund Rules.

Prudential Standards means the prudential standards made by the Australian Prudential Regulatory Authority under the SIS Act.

Regulator means the Australian Prudential Regulation Authority and/or the Australian Securities and Investments Commission, as the context requires, and includes any other statutory authority that replaces either of them or which otherwise has powers under Superannuation Law to regulate this Sub-Division.

Salary means in relation to a Member the annual remuneration at which the Member is employed by the Employer or such other amount as the Employer shall notify to the Trustee in relation to a particular Member but except to the extent approved from time to time by the Employer does not include overtime bonuses commissions or allowances or other emoluments of a like nature or any amounts which are paid to the Member by way of additional remuneration by an Employer as a result of the exercise of any power or discretion which has the effect of reducing or terminating the Member's contribution obligation or the Employer's contribution or other obligation in relation to the Member under this Part 2 or the Part 2 Rules.

SIS Act means the Superannuation Industry (Supervision) Act 1993 of the Commonwealth of Australia and includes any regulations prescribed under it.

Splittable Contribution has the meaning given to it under Superannuation Law.

Spouse in relation to a person, means:

(a) another person who is legally married to the person (or in the case of a deceased person was legally married to them at the time of their death);

(b) another person (whether of the same or a different sex) with whom the person is in a relationship that is registered under a Prescribed Law as a prescribed kind of relationship (or in the case of a deceased person was in such a registered relationship at the time of the person's death); and

(c) another person who, although not legally married to the person, lives with the person on a genuine domestic basis in a relationship as a couple for the purposes of the SIS Act (or in the case of a deceased person was in such a relationship at the time of the person's death).

Sub-Division means the Sub-Division under Division F of Equipsuper known as the Equip Corporate Sub-Division.

Superannuation Charge means a Superannuation Guarantee Charge imposed pursuant to the Superannuation Guarantee Charge Act 1992 or any other charge, levy or tax payable by an Employer in respect of a Member pursuant to a Federal or State Law which imposes a charge, levy or tax upon Employers if the minimum level of superannuation benefit (whether by way of minimum level of contributions or otherwise) is not provided in respect of an Employee within the meaning of the relevant legislation.

Superannuation Complaints Tribunal means the tribunal established by the Superannuation (Resolution of Complaints) Act 1993 of the Commonwealth of Australia or the Australian Financial Complaints Authority.

Superannuation Law means Superannuation Requirements in any of:

(a) the SIS Act;

(b) the Superannuation Entities (Taxation) Act 1993;

(c) the Tax Act;

(d) Corporations Act 2001;

(e) Family Law Act 1975;

(f) any other present or future law of the Commonwealth of Australia or any State or Territory of it which the Trustee determines to be a Superannuation Law for the purposes of this Part 2, the Part 2 Rules or the Fund Rules;

(g) the Prudential Standards;

(h) regulations and statutory instruments made or issued under any Act specified in paragraphs (a) to (f) (inclusive) and all other requirements, whether legislative or otherwise, including (without limitation):

   (i) any administrative guidelines, rulings or determinations made or laid down by a Regulator; and

   (ii) statements by the government of the Commonwealth of Australia or any State or Territory (as the case may be) advising changes and proposed changes to Superannuation Law; and

(i) a statutory instrument which replaces any Act specified in paragraphs (a) to (f) (inclusive) or regulation specified in paragraph (g), or has the same effect, in whole or in part (whether or not passed or approved by the same legislative or other relevant authority and whether or not incorporating or adopting any law previously in force).

Superannuation Requirements means requirements with which or which this Sub-Division, this Part 2, the Part 2 Rules, the Fund Rules or the Trustee must comply or satisfy (or with which or which, in the reasonable opinion of the Trustee, this Sub-Division, this Part 2, the Part 2 Rules, the Fund Rules or the Trustee ought comply or satisfy) in order to be a complying superannuation fund or in order to secure or better secure any concession in respect of any tax or other government impost granted or available to this Sub-Division or in order to avoid what the Trustee may consider to be a relevant penalty, detriment or disadvantage.

Superannuable Bonus means in relation to a Member such part of any performance based bonus paid or payable to a Member which is notified by the Employer to the Trustee from time to time as superannuable for the purposes of this definition.

Tax Act means the Income Tax Assessment Act 1936 of the Commonwealth of Australia.

Terminal Medical Condition has the meaning given to it in the SIS Act.

Total and Permanent Disablement has the meaning given to that or any similar term under the relevant contract of insurance and ***Totally and Permanently Disabled*** shall have a corresponding meaning.

Trustee means Equipsuper Pty Ltd or the Trustee or Trustees for the time being of the Fund.

Unit means a part or share of an investment strategy created by the Trustee under Clause 6D.

Unit Class means a class of units referable to a particular investment strategy of the Sub-Division made available under Clause 26A.

Unit Price means the applicable price of a Unit as determined by the Trustee under Clause 6D.

2. The Sub-Division

This Sub-Division shall comprise:

(a) Contributions made by Members pursuant to this Part 2, the Part 2 Rules and the Fund Rules;

(b) Contributions made by the Principal Employer and any Associated Employer pursuant to this Part 2, the Part 2 Rules and the Fund Rules;

(c) Any other moneys and assets paid and transferred to the Trustee pursuant to this Part 2, the Part 2 Rules and the Fund Rules;

(d) The income arising from investments;

(e) Any accretions to or profits on realisation of investments; and

(f) Any other moneys assets policies of insurance or assurance or investments which become subject to the trusts of this Part 2, the Part 2 Rules and the Fund Rules.

2A. Membership Divisions

The Accumulation Division which is comprised of Defined Contribution Members, under Schedule 1 is established under this Part 2.

Certain members of the Accumulation Division are also MySuper Members pursuant to Rule AAA3 of the Fund Rules.

3. Admission of Members

(1) [deleted].

(1A) [deleted].

(2) An Employee who is invited by the Employer to be admitted to membership of the Fund shall become a Member upon acceptance of his application by the Trustee and for the purposes of this Part 2 and the Part 2 Rules his Membership shall commence on the date of acceptance of his application or such earlier date as shall be approved by the Trustee.

(3) Notwithstanding anything expressed or implied to the contrary in this Part 2 or the Part 2 Rules:

(a) The Employer may at any time declare in respect of any Member that some additional period shall count as Membership for the purposes of all or any part of this Part 2 and the Part 2 Rules;

(b) If the Salary of a Member is reduced at any time the Employer and the Member may agree that his Salary before such reduction shall continue to be his Salary for the purposes of this Part 2 and the Part 2 Rules;

(c) In lieu of determining the Salary of a Member as provided in Clause 1(6) or as provided in Clause 3(3)(b) the Employer and the Member may agree that his Salary shall be such other amount or be determined in such other manner as shall be agreed to by the Employer and the Member;

(d) The Employer may at any time with the approval of the Trustee declare in respect of any person eligible for membership or any Member or group of Members who was or were admitted to membership as the consequence of the acquisition of a business undertaking on terms and conditions as to the superannuation benefits to be provided in respect of the Member or Members from this Sub-Division that such benefits as determined by the Employer and notified to the Trustee and where appropriate consistent with such terms and conditions shall become payable to or in respect of such person or Member or Members from the Sub-Division **PROVIDED THAT** the Trustee is satisfied that:

(i) the provision of such benefits shall not materially prejudice the ability of this Sub-Division to provide the benefits to or in respect of Members as specified in this Part 2, the Part 2 Rules and the Fund Rules; or

(ii) the Employer has entered into an arrangement with the Trustee to contribute sufficient moneys to meet the cost to the Sub-Division of providing the benefits as aforesaid,

and any declaration or agreement made pursuant to this Clause 3(3) shall be taken into account in determining the contributions payable to this Sub-Division by Employers.

(e) The Principal Employer may with the approval of the Trustee determine that an Employee shall be deemed to become a Member on such date as is determined by the Principal Employer and notified to the Trustee but any such Employee shall not be required to contribute to the Sub-Division without his or her consent in writing.

(4) The Trustee may refuse to admit to this Sub-Division or to admit to this Sub-Division subject to such special conditions as it considers appropriate any person who has applied to become a Member and who is unable to submit evidence of health of such standard or to pass such medical examinations as the Trustee may prescribe or to submit proof to the satisfaction of the Trustee of any statement in his application and if after an application by a person to become a Member has been accepted any statement made or evidence submitted to the Trustee pursuant to this Clause 3(4) in respect of that application is found to contain any misstatement error mistake or omission the Trustee shall make such adjustments as it considers appropriate to the benefits to be provided by this Sub-Division for or in respect of that Member and/or the contributions paid to this Sub-Division by that Member.

(5) For the purposes of effecting increasing or otherwise varying any policy of insurance or assurance as provided in Rule A4.2(d) of the Fund Rules the Trustee may from time to time require any Member or any person who has applied to become a Member to be medically examined or to submit other evidence of health or to provide proof of age to the satisfaction of the Insurer or to take such other steps as may be required for the aforesaid

purposes. If any Member or any person who has applied to become a Member refuses to undergo such medical examination or to undertake any other step which may be required for the aforesaid purposes or if he does omit to do anything that would or might vitiate the policy or result in the policy moneys or any part thereof not becoming payable the Trustee may adjust the benefits to be provided by the Sub-Division for or in respect of that Member or person in such manner as the Trustee considers appropriate.

(6) Every person being or becoming a Member shall ipso facto be deemed to have approved of and to be bound by this Part 2, the Part 2 Rules and the Fund Rules.

(7) The Trustee shall ensure that each Member and, where applicable, a person entitled to receive a benefit from this Sub-Division is advised of such matters, in such form and at such times as shall be necessary in order to comply with any applicable requirement under Superannuation Law regarding the provision of information and advice, including without limitation any applicable requirements regarding advice as to:

(a) kinds of benefits, conditions relating to benefits and the amount and method of calculating benefits; and

(b) amendments of this Part 2 and the Part 2 Rules.

(8) Except as is otherwise expressly provided in this Part 2 or the Part 2 Rules, any Employee who becomes a Member shall remain a Member for so long as he remains in the employ of an Employer.

(9) If a person who, having previously left the employ of the Employer, rejoins the employ of the Employer, then:

(a) except to the extent which the Trustee considers appropriate in order to satisfy any applicable requirement of Superannuation Law; and

(b) in any case, subject to such special terms and conditions, if any, as may be determined by the Employer either generally or in any particular case;

during and in respect of the period after the date he or she rejoins the employ of the Employer that person shall for all intents and purposes under this Part 2, the Part 2 Rules and the Fund Rules be treated as if he or she had never previously been an Employee of the Employer or a Member of the Previous Fund or this Sub-Division **PROVIDED THAT**, if that person has previously been a Member of the Previous Fund or this Sub-Division and remains entitled to a deferred, preserved or other continuing benefit secured under this Part 2, the Part 2 Rules and the Fund Rules in respect of a previous period of membership of the Previous Fund or this Sub-Division, then, subject to Clause 3(9)(a) and to any contrary agreement between the Trustee, that person and the Employer, that person's rights and interests in respect of any such continuing benefit, and the conditions upon which that benefit is secured, shall remain unaffected.

3A. Member Fund Choice

(1) This Clause 3A applies where a Member who is an Employee selects a chosen fund other than this Sub-Division in accordance with rights conferred on the Member by the Superannuation Guarantee (Administration) Act 1992.

(2) This Clause 3A applies despite anything to the contrary in this Part 2 or the Part 2 Rules or the Fund Rules, but is subject to Superannuation Law.

(3) Unless otherwise agreed by the Trustee and the Principal Employer (whether in relation to Members generally or in relation to any particular Member or category of Members), the following provisions apply in respect of the Member from the date agreed by the Trustee and the Employer having regard to the requirements of the choice of fund provisions of the Superannuation Guarantee (Administration) Act 1992 (whether in relation to Members generally or in relation to any particular Member or category of Members):

(a) the Member's Accumulation Account Balance (within the meaning of the Schedule applicable to the Member) (referred to in this Clause 3A as the ***Member's benefits***) will upon the request of the Member be (after deduction of any applicable fees, costs, expenses and taxes):

(i) transferred or rolled over to an Approved Benefit Arrangement nominated by the Member; or

(ii) paid to or at the direction of the Member in a cash lump sum payment where permitted by the Relevant Law;

(b) the Employer will not be required to make any contributions to this Sub-Division in respect of the Member; and

(c) any other terms and conditions agreed by the Trustee and the Principal Employer from time to time in relation to the consequences of selecting a chosen fund other than this Sub-Division as contemplated by Clause 3A(1) (whether in relation to Members generally or in relation to any particular Member or category of Members).

(4) Where a Member who has previously selected a chosen fund as contemplated by Clause 3A(1) subsequently selects this Sub-Division as his or her chosen fund, the terms and conditions applicable to the Member's membership will be as agreed by the Trustee and the Principal Employer from time to time (whether in relation to Members generally or in relation to any particular Member or category of Members).

4. Election

[deleted]

5. Contributions

(1) Subject to Clauses 3(4), 5(2) and 5(3), each Member will or may (as the case may be) contribute to this Sub-Division:

(a) in the case of a Hail Creek Coal Accumulation Member as specified in Schedule 1;

(b) [deleted];

(c) [deleted];

(d) [deleted];

(e) [deleted]; and

(f) [deleted].

(2) Subject to Superannuation Law, any contribution which a Member is required to pay under Clause 5(1) or 3(4) shall be deducted for him from his Salary by the Employer when each payment of Salary is made and shall be paid into this Sub-Division on his behalf **PROVIDED THAT** no contribution shall be payable by a Member:

(a) after the date on which a benefit becomes payable from this Sub-Division to or in respect of him or

(b) after the Member's Normal Latest Contribution Date.

(3) The Employer may by notice in writing require the Trustee to admit a Member or group of Members to a special category of membership. A Member who has been admitted to the special category of membership shall contribute to the Sub-Division at such rate (if any) as the Employer may from time to time determine and notify to the Trustee, but for the purposes of this Part 2, the Part 2 Rules and the Fund Rules the contribution which would have been paid by the Member had he or she not been admitted to membership of the special category shall be deemed to have been paid for the purpose of calculating any benefit payable pursuant to this Part 2, the Part 2 Rules and the Fund Rules the amount of which depends on the amount of contributions paid to this Sub-Division by the Member and any reduction in the contributions payable to this Sub-Division by the Member as a result of the Member being admitted to the special category of

membership shall be taken into account in determining the contribution payable to this Sub-Division by the Employer pursuant to Clause 5(5) and 1.1(1).

(4) Each Employer shall remit to the Trustee or at the direction of the Trustee to a bank account of this Sub-Division the contributions deducted by it from Salaries pursuant to this Clause within a period of seven days after the end of the month in which the deductions are made or within such longer period (not exceeding in any event 28 days after the end of the aforesaid month) as shall be agreed with the Trustee from time to time.

(5) [deleted].

~~(5)~~(6) [deleted]

~~(6)~~(7) The contributions payable by an Employer under Clause 1.1(1) shall be payable by monthly instalments which shall be payable on the last day of each month or on such other day not exceeding 28 days after the end of such month as shall be agreed to by the Employer and the Trustee or shall be payable in such other manner as shall be agreed to by the Employer and the Trustee and if any instalment or payment is not received by this Sub-Division on the due date the Trustee may at any time afterwards determine that while the instalment or payment remains unpaid no benefit shall be paid from this Sub-Division to or in respect of any Member employed by that Employer or any Member formerly employed by that Employer and not subsequently employed by any other Employer (other than a benefit payable in respect of the death of a Member) and if any instalment or payment remains unpaid thirty days after the due date the provisions of Clause 13 shall apply as if that Employer had decided to suspend all its contributions to this Sub-Division in respect of all Members employed or formerly employed by it and the Trustee had received notice in writing of that decision from the Employer.

~~(7)~~(8) In addition to the contributions payable by it pursuant to the foregoing provisions of this Clause an Employer may at any time contribute additional amounts to this Sub-Division for the purpose of providing additional benefits for any particular Member or Members and any such Member on ceasing to be in the employ of the Employer for any reason (including but not limited to the death of the Member).

~~(8)~~(9) Subject to Superannuation Law, the Trustee may:

(a) accept into this Sub-Division in respect of a Member any co-contribution or similar payment, and may credit or treat any such co-contribution or similar payment as a contribution by the Member;

(b) may pay to the Australian Taxation Office or other proper authority an amount determined by the Trustee in respect of any co-contribution or similar payment which has been received into this Sub-Division in respect of a Member and which the Australian Taxation Office or other proper authority considers has been paid incorrectly and the Trustee may adjust the Member's account in this Sub-Division, or the benefits payable to or in respect of the Member, on such basis as the Trustee determines, having regard to the amount which the Trustee has paid to the Australian Taxation Office or other proper authority under this Clause 5(9); and

(c) refuse to accept any co-contribution or similar payment in such circumstances as the Trustee may from time to time determine.

(10)(a) Subject to Superannuation Law and Clause 5(10)(b), upon the election of a Member the Trustee may:

(i) allot within this Sub-Division; and/or

(ii) rollover or transfer to this Sub-Division or from this Sub-Division (as the case may be),

an amount of benefits, for the benefit of the Member's Spouse, that is equal to a nominated amount of the Splittable Contributions made by, for or on behalf of the Member.

(b) Despite Clause 5(10)(a), a Member may only elect to split contributions under Clause 5(10)(a) to the extent that the Member's benefits under this Sub-Division will equal or exceed the Minimum Account Balance following the contribution split and the adjustment to the Member's benefits under Clause 5(10)(c), unless the Trustee determines otherwise (whether in relation to Members generally or in relation to any particular Member or category of Members).

(c) Where a Member has elected to split contributions in accordance with Clause 5(10)(a), the Trustee will reduce the benefits payable to or in respect of the Member to take account of the amount of benefits allotted within this Sub-Division, or rolled over or transferred (as the case may be), for the benefit of the Member's Spouse under Clause 5(10)(a).

(d) Where a nominated amount of Splittable Contributions are allotted within this Sub-Division, or are rolled over or transferred to this Sub-Division, to be held for a Member's Spouse under Clause 5(10)(a), the Trustee will:

(i) in the case of a Spouse who is also a Member and has one or more accumulation accounts in this Sub-Division – credit the nominated amount of Splittable Contributions to the Spouse's account in this Sub-Division or where the Spouse has more than one account in this Sub-Division the Trustee may credit the nominated amount to any one or more of the Spouse's accounts; or

(ii) in the case of any other Spouse – credit the nominated amount of Splittable Contributions to an account that has been established for the Spouse under Division D under the Fund Rules or to another superannuation fund nominated by the Spouse/Member.

(e) The Trustee may in respect of a Member accept into this Sub-Division a rollover or transfer from an Approved Benefit Arrangement of an amount of benefits comprising Splittable Contributions made by, for or on behalf of the Member's Spouse and directed to this Sub-Division by the Member's Spouse. Such benefits will be held by the Trustee for, or in respect of, the Member on such terms and conditions as the Trustee may determine from time to time (whether in relation to Members generally or in relation to any particular Member or category of Members).

(14)(11) Notwithstanding anything expressed or implied to the contrary in this Part 2 or the Part 2 Rules or the Fund Rules, the Trustee shall refuse to accept all or part of any contributions from any particular person or persons if it considers that to do so is necessary in order to ensure compliance with any applicable requirement under Superannuation Law. Subject to this Part

2, the Part 2 Rules and the Fund Rules, after such refusal the Trustee may adjust all or any of the benefits payable or to be provided from this Sub-Division for or in respect of any person whom the Trustee considers to be affected by such refusal in such manner and to such extent as the Trustee considers appropriate and equitable and the adjusted benefits shall be substituted for the benefits otherwise provided for under this Part 2, the Part 2 Rules and the Fund Rules.

6. Benefits

(1) **Benefit Entitlements**

Subject to the provisions of this Part 2, the Part 2 Rules and Division AAA of the Fund Rules, benefits as follows shall be payable out of this Sub-Division:

(a) in the case of Hail Creek Coal Accumulation Members – the benefits described in Schedule 1;

(b) [deleted];

(c) [deleted];

(d) [deleted];

(e) [deleted];

(f) [deleted];

(g) [deleted]; and

(h) [deleted].

(1A) Account Based Pension Benefits

(a) Upon request, the Trustee may transfer all or part of an immediate benefit payable to a Member under Schedule 1 or an immediate benefit payable to a Dependant of a Member to Division E of the Fund provided that the eligibility conditions set out in the Fund Rules are satisfied.

(b) Upon transfer of an amount to Division E of the Fund the Member, the Dependant and any person claiming through or under the Member or the Dependant, will only be entitled to benefits under Division E of the Fund and will cease to be entitled to a benefit under any other Schedule, or provision of this Part 2, and the Part 2 Rules (as the case may be), in respect of the amount transferred.

(1B) [deleted]

~~(1)~~(2) **[deleted]**

~~(2)~~(3) **[deleted]**

(3A) [deleted]

(3B) [deleted]

(3C) [deleted]

~~(3)~~(4) **[Clause 6(4) deleted]**

~~(4)~~(5) **Taxation and Surcharge Referable to Members and Beneficiaries**

(a) Where appropriate, the Trustee shall, notwithstanding any provision of this Part 2 or the Part 2 Rules or the Fund Rules but subject to Superannuation Law, reduce the benefits (including, without limitation, any pension benefits) payable from this Sub-Division to or in respect of a Member to take account of any surcharge, tax, charge or impost (however described) and any advance instalment and associated amounts which have been or which in the opinion of the Trustee may be assessed against this Sub-Division in respect of the Member, or in connection with a contribution made or deemed to be made in respect of a Member, from time to time, and in respect of which no adjustment has been made under other provisions of this Part 2 or the Part 2 Rules. Where applicable, such reduction shall be made in accordance with Clause 6(5)(b).

(b) Where this Clause applies, the Trustee shall reduce the benefits in respect of a Member by such amount, at such times, in such manner, by such arrangements and otherwise as the Trustee considers fair and equitable to take account of:

(i) the amount of any surcharge, tax, charge or impost (however described) and any advance instalment and associated amounts which have been or which in the opinion of the Trustee may be assessed against this Sub-Division in respect of the Member, or in connection with a contribution made or deemed to be made in respect of the Member, from time to time; and

(ii) the amount which in the opinion of the Trustee would have accrued in this Sub-Division if the surcharge, tax, charge or impost (as the case may be) and advance instalment and associated amounts referred to in Clause 6(5)(b)(i) had not been paid to the Commissioner of Taxation or other relevant authority (as the case may be) under the applicable legislation,

PROVIDED THAT where the Trustee receives a refund of an advance instalment or associated amounts from the Commissioner of Taxation or other relevant authority (as the case may be) which has been taken into account under Clause 6(5)(b)(i) for the purpose of reducing the Member's benefits the Trustee shall increase the benefits accruing under or payable from this Sub-Division in respect of that Member having regard to the amount of that refund and the amount of the previous reduction to the Member's benefits.

.

(c) The Trustee:

(i) may make any payment on account of surcharge, tax, charge, impost or advance instalment or any associated payment which has been or which in the opinion of the Trustee may be assessed against this Sub-Division in respect of a Member, or in connection with a contribution made or deemed to be made in respect of a Member, at such times, in such manner, by such arrangements and otherwise as may be required by the applicable legislation;

(ii) shall have power to remit the amount deducted or such other amount as the Trustee thinks fit to the Commissioner of Taxation or other relevant authority (as the case may be) in accordance with the requirements of the applicable legislation; and

(iii) shall have power to debit any account in the books of this Sub-Division with such amount as the Trustee thinks fit in respect of any payment, or reduction of benefits, made under this Clause 6(5), and to make such other adjustments and provisions as the Trustee may consider appropriate.

.

[deleted]

~~(5)~~(7) **[deleted]**

~~(6)~~(8) **[deleted**

~~(7)~~(9) **[deleted]**

6D. [deleted]

7. Special Arrangements

(1) Subject to the Relevant Law, the Employer may at any time direct the Trustee to increase by such amounts or in such manner as it shall specify all or any of the benefits which have been paid or are or may become payable to or in respect of a Member from the Sub-Division pursuant to this Part 2 or the Part 2 Rules and the Trustee shall so increase the said benefits **PROVIDED THAT** the Employer agrees to contribute to the Sub-Division such additional amounts or rates of contribution as shall be determined at that time by the Trustee after obtaining the advice of the Actuary to be appropriate to provide such additional benefits.

(2) The Principal Employer, the Trustee and the Member may at any time agree to vary the terms and conditions of the Member's membership of the Sub-Division, including, without limitation, the amount of any benefit payable to or in respect of the Member. Any such agreement shall be in writing and may in like manner be altered replaced or revoked. If there is any conflict between the provisions of any such agreement and any Clause of this Part 2, the provisions of the Clause of this Part 2 shall prevail and in any conflict between the provisions of any such agreement and the provisions of any Schedule to this Deed, the provisions of the agreement shall prevail.

8. Overriding Requirements and Family Law Provisions

(1) **[deleted]**

(2) **[deleted]**

(3) **[deleted]**

(4) **[deleted]**

(5) **[deleted]**

(6) **[deleted]**

(7) **[deleted]**

(8) **[deleted]**

(9) **[deleted]**

(10) **[deleted]**

(11) **[deleted]**

(12) **Family Law Provisions**

(a) **Definitions**

Words which are defined in the Family Law Act 1975 and used in this Clause 8(12), or other provisions of this Part 2 or the Part 2 Rules which relate to this Clause 8(12), have the same meaning as in that Act.

(b) **Application**

This Clause 8(12) will apply in respect of a Member and their Spouse if they are (or have been) legally married to each other or are otherwise within the scope of the Family Law Act 1975.

(c) **Trustee may require Member and Spouse to provide details**

A Member and/or their Spouse must provide such information, declarations, proofs, documents and payments as the Trustee may require under Superannuation Law. The Trustee may determine that this Clause 8(12) will not apply in respect of a Member and their Spouse if the requirements of this Clause 8(12)(c) have not been complied with to the satisfaction of the Trustee.

(d) **Dealing with Spouse's Benefit**

(i) The Trustee will deal with a Spouse's entitlement in respect of the Member's interest in the Sub-Division under the superannuation agreement, flag lifting agreement or court order (less any fees, costs and expenses charged by the Trustee) (the ***Spouse's Benefit***) in accordance with this Clause 8(12)(d). Despite the foregoing, this Clause 8(12)(d) does not apply while a Member's interest in the Sub-Division is subject to a payment flag or a flagging order.

(ii) For the avoidance of doubt, this Clause 8(12)(d) applies in respect of all superannuation interests of a Member in the

Sub-Division whether an interest is in the growth phase, the payment phase or is being paid as a pension or annuity.

(iii) This Clause 8(12)(d)(iii) applies unless the Spouse has made a valid request under Clause 8(12)(d)(iv), (v) or (vi) within the period prescribed under Superannuation Law (if applicable) or otherwise within the period permitted by the Trustee or Clause 8(12)(d)(viii) applies in respect of the Member and their Spouse. Where there is a benefit split in favour of the Spouse the Trustee will, subject to Superannuation Law:

(A) in the case of a Spouse who is a Member and has one or more accumulation accounts in the Sub-Division – credit the Spouse's Benefit (after deduction of all fees, costs and expenses payable by the Spouse) to the Spouse's account in the Sub-Division, or where the Spouse has more than one account in the Sub-Division, the Trustee may with the Spouse's agreement credit the Spouse's Benefit to any one or more of the Spouse's accounts; or

(B) in the case of any other Spouse – credit, upon the request of the Spouse within such period determined by the Trustee, the Spouse's Benefit (after deduction of all fees, costs and expenses payable by the Spouse) to an account to be established in Division D of the Fund for the Spouse or, in the absence of such a request from the Spouse, transfer or roll over the Spouse's Benefit (after deduction of all fees, costs and expenses payable by the Spouse) to an Approved Benefit Arrangement selected by the Trustee.

(iv) Subject to Superannuation Law, upon the request of the Spouse the Trustee will pay the Spouse's Benefit (after deduction of all fees, costs and expenses payable by the Spouse) in a lump sum to, or at the direction of, the Spouse.

(v) Subject to Superannuation Law, upon the request of the Spouse the Trustee will transfer or roll over the Spouse's Benefit (after deduction of all fees, costs and expenses payable by the Spouse) to the Spouse's nominated Approved Benefit Arrangement to be held for the benefit of the Spouse.

(vi) Upon the request of the Spouse, the Trustee may agree to deal with the Spouse's benefit partly by one option specified in this Clause 8(12)(d) and partly by one or more other options, and Clause 8(12)(d)(iii), (d)(iv) and (d)(v) will apply accordingly.

(vii) A request given by a Spouse under this Clause 8(12)(d) must (where applicable) comply with Superannuation Law or otherwise must comply with any requirements of the Trustee.

(viii) This Clause 8(12)(d) does not apply to, or in respect of, any Member and their Spouse:

(A) [deleted]; or

(B) in circumstances determined by the Trustee,

unless and until the Trustee determines that this Clause 8(12)(d) will apply to them.

(e) Non-splittable growth phase interests

(i) Clause 8(12)(e) applies to, and in respect of, a Member's superannuation interest in the Sub-Division which is not dealt with under Clause 8(12)(d) while the interest is in the growth phase until the earlier of:

(A) the Trustee determining under Clause 8(12)(d)(viii) that Clause 8(12)(d) will apply to the Member and their Spouse;

(B) the interest commences to be in the payment phase; or

(C) the Trustee being required to deal with the Member's superannuation interest, and the Spouse Benefit in respect of that interest, under Superannuation Law.

(ii) The Trustee will deal with the Member's superannuation interest, and the Spouse's Benefit (within the meaning of Clause 8(12)(d)(i)) in respect of that interest, in such manner as Superannuation Law requires, or to the extent that a choice exists, in such manner as is permitted by Superannuation Law as the Trustee thinks fit.

(iii) When this Clause 8(12)(e) ceases to apply to, and in respect of, the superannuation interest of a Member the interest, and the Spouse's Benefit in respect of the interest, will be dealt with under Clause 8(12)(d) or otherwise as required by Superannuation Law.

(f) Calculation of Benefits

The Trustee may:

(i) make such adjustments, and take such steps, as may be necessary or desirable to reduce the Member's interest in the Sub-Division to take account of the creation of the Spouse's Benefit; and

(ii) calculate the amount of the Spouse's Benefit.

Such adjustments, steps and calculations may be made on a basis determined by the Trustee which is not inconsistent with the relevant superannuation agreement, flag lifting agreement or court order and Superannuation Law.

(g) Effect of payment flag on Member's Benefit

(i) Despite any other provision of this Part 2 or the Part 2 Rules, the Trustee is not required to pay any amount in respect of a Member if any part of that amount is a splittable payment which is subject to a payment flag or a flagging order.

(ii) The Trustee will deal with such amounts in accordance with, and has power to take such steps as may be required by, Clause 8(12) and Superannuation Law.

(h) Provision of information

The Trustee may:

(i) provide the Member and/or their Spouse or other person who is eligible under Superannuation Law to apply to the Trustee for information about the superannuation interest of a Member with information relating to the benefits and interests of the Member; and

(ii) require charges determined by the Trustee to be paid in connection with, and prior to, the provision of such information,

in accordance with Superannuation Law.

(i) Fees

(i) Subject to Superannuation Law, the Trustee may charge reasonable fees in respect of any matter contemplated by or arising in connection with this Clause 8(12), and may allocate any costs and expenses incurred in connection with the application and administration of the arrangements provided for in this Clause 8(12) between the Member and their Spouse on a basis determined by the Trustee.

(ii) The Trustee may debit any amount allocated under this Clause 8(12)(i)(i) to any one or more accounts maintained by the Trustee in respect of the Member as the Trustee may determine.

(j) [deleted]

(k) [deleted].

(l) Overriding compliance with Superannuation Law

This Clause 8(12) is subject to Superannuation Law. Accordingly, to the extent (if any) that the Trustee is, in its opinion, prevented by Superannuation Law from dealing with a Member and their Spouse in accordance with this Clause 8(12) the Trustee will deal with the Member and their Spouse as required by Superannuation Law.

(13) **[deleted]**

(14) **[deleted]**

8A. [deleted]

9. Temporary Cessation of Employment and Leave Without Pay

If any Member ceases to be in the employ of the Employer in circumstances in which it is reasonable to expect that the cessation will only be of a temporary nature and that he will rejoin the employ of the Employer (or if a Member is temporarily absent from work through sickness or upon leave from the Employer and is not in receipt of Salary) the Trustee may with the consent of the Principal Employer and of the Member continue his membership of the Sub-Division subject to such conditions as may be agreed upon by the Trustee the Principal Employer and the Member.

10. [deleted]

11. [deleted]

12. National or Other Schemes

(1) Subject to this Part 2 and the Part 2 Rules if during the continuance of the Sub-Division any Government or other scheme for the provision of age or other pensions superannuation retiring allowances or any other benefit similar to a benefit provided by the Sub-Division for (inter alia) Members of the Sub-Division and/or their Dependants be introduced or improved and if any of the Employers is required to pay either directly or indirectly any portion of the contribution premiums or other costs of such introduction or improvement the Principal Employer if it so desires may not more than one year after the date of such introduction or improvement give written notice to the Trustee of its intention from a date specified in such notice being a date on or not more than one year after the date of such introduction or improvement to reduce the benefits provided by the Sub-Division for all or any of such Members and/or their Dependants to an extent not exceeding the extent of the benefits provided for such Members and/or their Dependants under the Government or other scheme pursuant to such introduction or improvement PROVIDED THAT if the benefits payable under the Sub-Division are of a different form or nature from the benefits payable under the Government or other scheme the extent to which the benefits payable under the Sub-Division may be reduced by the Principal Employer pursuant to this Clause 12(1) shall be determined by the Actuary.

(2) [deleted]

(3) Any reduction in the benefits provided by the Sub-Division made under the powers conferred by Clause 12(1) of this Clause shall be evidenced by a deed or resolution altering adding to or deleting from this Part 2 or the Part 2 Rules. Such deed or resolution shall be executed or made by the Principal Employer and any alteration addition or deletion made by it shall notwithstanding anything expressed or implied to the contrary in Rule

A12.1 of the Fund Rules be valid and binding on the Principal Employer the Associated Employers the Trustee and the Members.

13. [Deleted]

13A. [deleted]

13B. [deleted]

13C. [deleted]

14. [Delete]

15. [deleted]

16. [deleted]

17. [Delete]

18. [Delete]

19. Transfers to Other Funds

(1) Subject to this Part 2, the Part 2 Rules and the Fund Rules if a Member shall cease to be in the employ of the Employer and within a period of 35 days of the Trustee being notified of the date of such cessation of employment or within such further period as is approved by the Trustee the Member becomes a participant in or eligible to participate in an Approved Benefit Arrangement the Trustee may with the consent of the Member and subject to such conditions as the Trustee may decide and in lieu of paying any benefit under this Part 2, the Part 2 Rules and the Fund Rules pay or transfer to or towards such Approved Benefit Arrangement to be applied for the benefit of that Member such moneys and other assets as the Employer shall determine in respect of the membership or memberships in the Sub-Division being transferred but being not less in value than the benefit or total benefits which that Member would have received pursuant to the provisions of this Part 2, the Part 2 Rules and the Fund Rules in respect of that membership or those memberships (as the case may be) and:

(a) in the case of the Member's entitlement under Schedule 1 (if any) – being not more than the Member's Accumulation Account Balance;

(b) [deleted].

(2) Subject to this Part 2, the Part 2 Rules and the Fund Rules, if a Member becomes a participant in an Approved Benefit Arrangement operated for the benefit of any Employees or if a Member remains in the employ of an Employer but ceases to be a person who is classified as an Employee for the purposes of this Part 2 or the Part 2 Rules or the Fund Rules the Employer may forthwith terminate or reduce its contributions to the Sub-Division in respect of that Member and may require the Member to terminate or reduce his contributions to the Sub-Division and in the event of any termination or reduction of contributions to the Sub-Division as aforesaid the Trustee make such adjustments to the benefits of the Member as the Trustee deems appropriate and those adjusted benefits shall be substituted for the benefits otherwise provided under this Part 2 or the Part 2 Rules or the Fund Rules and the provisions of this Part 2, the Part 2 Rules and the Fund Rules shall apply mutatis mutandis to those adjusted benefits **PROVIDED THAT** in the event of termination as aforesaid of both the Employer's and the Member's contributions to the Sub-Division for a Member who has become a participant in an Approved Benefit Arrangement the Trustee shall if directed by the Employer (and in lieu of adjusting the Member's benefits as aforesaid) pay or transfer to or towards the said Approved Benefit Arrangement moneys and other assets of a value equal to:

(a) in the case of the Member's entitlement under Schedule 1 (if any) – the Member's Accumulation Account Balance;

(b) [deleted];

(c) [deleted];

(d) [deleted]; and

(e) in the case of the Member's other entitlements under this Sub-Division (if any) which are being transferred – the amount of those entitlements as at the date of such transfer,

to be applied by the trustee of or other person responsible for the said Approved Benefit Arrangement for the benefit of that Member.

(3) If an Employer enters into an arrangement to sell or otherwise transfer any part of its operations to an employer who is not participating in the Sub-

Division (the ***New Employer***) and pursuant to this arrangement any Member ceases to be in the employ of the Employer and enters the employ of the New Employer the Trustee may with the written consent of such Member and subject to such conditions as the Trustee may decide and in lieu of paying any benefit under this Part 2 or the Part 2 Rules or the Fund Rules pay or transfer to or towards an Approved Benefit Arrangement for the benefit of any employees of the New Employer moneys and other assets of a value equal to:

(a) in the case of the Member's entitlement under Schedule 1 (if any) – the Member's Accumulation Account Balance;

(b) [deleted]

(c) [deleted];

(d) [deleted]; and

(e) in the case of the Member's other entitlements under the Sub-Division (if any) which are being transferred – the amount of those entitlements as at the date of such transfer,

to be applied by the trustee of or other person responsible for the said Approved Benefit Arrangement for the benefit of that Member.

(4) The Trustee shall:

(a) upon the request of a Member, comply with Superannuation Law in relation to the transfer to an Approved Benefit Arrangement of all or part of a Member's benefits in the Sub-Division;

(b) have the power, subject to Superannuation Law, to determine and charge from time to time a fee to cover the costs associated with a transfer made under this Clause 19(4). Unless the Member pays the fee by another payment method acceptable to the Trustee, the Trustee shall have power to deduct the fee from the amount to be transferred in respect of the Member; and

(c) subject to Superannuation Law, debit the Member's accounts in the Sub-Division with the amount transferred together with any fee or otherwise adjust the remaining benefits (if any) payable to or in respect of the Member in such manner as the Trustee thinks fit to take account of the amount transferred under Clause 19(4)(a).

(6) Subject to Superannuation Law and Clause 19(9), the Trustee may, with the approval of the Principal Employer, make or carry into effect an arrangement with the trustee (or other person) responsible for an Approved Benefit Arrangement whereby the Trustee will pay or transfer all or part of some or all of the Members' entitlements or interests in this Sub-Division and/or any other relevant amount in the Sub-Division to that Approved Benefit Arrangement in accordance with the relevant requirements of Superannuation Law, including, without limitation, to a 'successor fund' (within the meaning of the SIS Act) and without the consent of the Member concerned where permitted under Superannuation Law.

(7) The Trustee has the power to impose such conditions relating to the amount transferred as provided in Clause 19(6) as the Trustee thinks fit including, without limitation, such conditions as may be necessary or desirable in order to comply with the requirements of Superannuation Law in relation to the preservation and portability of benefits.

(8) Upon completion of the transfer in respect of a Member or beneficiary under Clause 19(6), the Trustee will be released and discharged in respect of the Member or beneficiary and the persons claiming through or under them respectively.

(9) Notwithstanding anything expressed or implied to the contrary in this Part 2 or the Part 2 Rules or the Fund Rules, no payment or transfer will be arranged or made to an Approved Benefit Arrangement, if in the opinion of the Trustee, to do so would prejudice the taxation concessions available to the Sub-Division or otherwise cause the Sub-Division to breach or to fail to comply with any relevant requirements of Superannuation Law.

20. [deleted]

21. [deleted]

22. [deleted]

23. [deleted]

24. [deleted]

25. [deleted]

26. Investment of Fund and Additional Powers of Trustee

(1) Subject to this Part 2 and the Fund Rules the Trustee may from time to time and in the name of or under the control of the Trustee or in the name of any nominee or by or through a Trustee (whether or not such nominee or trustee shall be a nominee or Trustee for the Trustee alone or for the Trustee and other persons) selected by the Trustee invest the whole or any part or parts of the moneys or assets of the Sub-Division not required for any other purpose in any investment or manner of investment (whether involving liability or not) which the Trustee considers to be a suitable investment or manner of investment for the Sub-Division. The Trustee may add interest to any lump sum benefit or any other benefit (including, without limitation, a benefit payable under Clause 19) the payment of which has been delayed or postponed for such period or periods and at such rate or rates during that or those periods and on such basis and subject to such terms and conditions as the Trustee shall from time to time determine but subject to Superannuation Law. The Trustee may exercise its power under this Clause in relation to benefits or Members generally or in relation to one or more particular classes of benefits or Members or in relation to one or more particular benefits or Members. A rate or rates determined under this Clause must not be negative.

26A. Sub-Fund and Investment Pools

(1) Subject to, and in accordance with, Superannuation Law the Trustee shall have power to invite Participants to give directions to the Trustee in relation to the investment strategy to be followed by the Trustee in relation to the investment of a particular asset or assets of this Sub-Division. The Trustee

may offer, and permit Participants to select, one or more investment strategies for this purpose.

(2) For the purpose of giving effect to a direction from Participants under Clause 26A(1) the Trustee need not make any change to the composition of the investments of this Sub-Division and may determine the basis of calculation of the benefits attributable to the Participants by reference to a notional sub-fund or investment pool created in accordance with Clause 26A(3)(b).

(3) In order to enable the Trustee to give effect to the intentions of Clauses 26A(1) and (2), the Trustee shall have power to:

(a) comply with any requirement or provision of Superannuation Law relating to the making of a choice of investment strategies available to Participants

(b) create in such manner (including notionally) as the Trustee thinks fit one or more sub-funds or investment pools in respect of one or more Participants so as to enable the Trustee to calculate the investment performance of any of the investment strategies available to Participants;

(c) invest the assets of each sub-fund or investment pool created under Clause 26A(3)(b) separately from the assets of the other sub-funds, investment pools or other assets of this Sub-Division; and

(d) do such other acts and things as may in the opinion of the Trustee be necessary or desirable in order to give effect to the intention of this Clause 26A.

27. Admission and Release or Liquidation of Associated Employers

(1) The Trustee may with the approval of the Principal Employer enter into an agreement in the form provided by the Trustee (subject to any special terms which may be prescribed by the Principal Employer for inclusion in the agreement) with any company partnership organisation or association (whether incorporated or otherwise) which the Principal Employer deems it is desirable and convenient to include in the Sub-Division for that company partnership organisation or association to become an Associated Employer and such of the Employees of that Associated Employer as become eligible as provided in this Part 2 or the Part 2 Rules shall be eligible to participate in the Sub-Division.

(2) Subject to the Relevant Law, the Trustee shall at the request of the Principal Employer release an Associated Employer and its Employees who are Members from participation in the Sub-Division as from a date to be determined by the Trustee upon such terms and conditions as the Trustee

shall determine, in which case the interest in the Sub-Division of such Associated Employer and its Employees who are Members and their Dependants and persons claiming through or under such Employees shall be determined by the Trustee after obtaining the advice of the Actuary and dealt with in such manner as the Trustee and such Associated Employer shall consider equitable taking into account each Member's period of Membership the amount contributed to the Previous Fund and the Sub-Division by each Member and any other circumstances which the Trustee and such Associated Employer consider relevant **PROVIDED THAT** no provision shall be made for the payment of a benefit to any such Employee while he remains in the employ of such Associated Employer other than for the support and maintenance of that Employee and/or his Dependants for the purpose of relieving hardship.

(3) If an Associated Employer shall from any cause whatsoever cease to carry on business or an order be made or an effective resolution passed for the winding up of an Associated Employer (unless such winding up shall be for the purpose of reconstruction or amalgamation in which event the new employer or employers shall take the place of that Associated Employer in the Sub-Division) the interest in the Sub-Division of such Associated Employer and its Employees who are Members and their Dependants and persons claiming through or under such Employees shall as from the date of the happening of the appropriate event (the Cessation Date) be determined by the Trustee after obtaining the advice of the Actuary and applied by the Trustee to the extent such interest will permit first to provide so far as is possible through the Sub-Division or otherwise the benefits to which the aforesaid Employees would have been entitled had they voluntarily left the employ of the Employer on the Cessation Date and secondly to provide further benefits for such Employees and their Dependants having regard to their rights accrued at the Cessation Date and thirdly to the extent that any balance of such interest then remains for the purpose of additions to the benefits under each of the preceding provisions PROVIDED THAT the benefits shall be in such form and shall be provided by such arrangements as the Trustee shall determine and each of the Employees shall accept the benefits allotted to him and his Dependants by the Trustee in full discharge of all claims whatsoever in respect of any rights or benefits under this Part 2 or the Part 2 Rules or the Fund Rules or otherwise in connection with or

arising out of the Sub-Division and all decisions of the Trustee in respect of any benefit shall be final and conclusive.

28. [deleted]

29. [deleted]

30. [deleted]

31. [deleted]

32. [deleted]

33. [deleted]

34. [deleted]

Schedule 1 – Accumulation Division

A. Hail Creek Coal Accumulation Members

A.1 Application of this Schedule

This Schedule applies in relation to Hail Creek Coal Accumulation Members.

A.2 Interpretation

In the interpretation of this Schedule the following words and expressions have the meanings respectively attached to them.

Accumulation Account means in relation to a Hail Creek Coal Accumulation Member, the account established and maintained by the Trustee in accordance with Rule A.4.

Accumulation Account Balance means in relation to a Hail Creek Coal Accumulation Member at any particular date, the amount standing to the credit of the Hail Creek Coal Accumulation Member's Accumulation Account at that date.

Administration Charge means the amount determined by the Trustee from time to time with the approval of the Principal Employer having regard to the costs incurred in administering this Sub-Division which are referable to Hail Creek Coal Accumulation Members **PROVIDED THAT** the Trustee and the Principal Employer may agree in respect of any particular period that the Administration Charge will be nil.

Basic Insurance Charge means the cost of maintaining that Basic Insurance Cover in respect of the Member.

Basic Insurance Cover means, in relation to a Hail Creek Coal Accumulation Member who ceases to be in the Service by reason of death or Total and Permanent Disablement prior to the Member's Normal Retirement Date an amount equal to 10% of the Member's Salary at the date of death or Total and Permanent Disablement for each complete year (and pro rata for completed days of an incomplete year) of the Member's Potential Service, provided that the amount of Basic Insurance Cover payable to a Member who has elected not to receive Basic Insurance Cover pursuant to Rule A.7B will be nil.

Employer Amount means:

in the case of a Defined Contribution Member:

an amount equal to the sum of:

(A) 9.5 % of the Defined Contribution Member's Role Remuneration from time to time or such other amount as may be agreed from time to time between the Employer and the Defined Contribution Member and approved by the Trustee (whether in relation to Defined Contribution Members generally or in relation to any particular Defined Contribution Member or category of Defined Contribution Member); and

(B) such additional amounts as the Employer may agree to contribute in respect of the Defined Contribution Member from time to time, provided that the minimum Employer Amount in respect of a Defined Contribution Member is the amount which is necessary to ensure that the Employer has no Superannuation Charge obligation in relation to that Member

Ill-Health Insurance Cover means in relation to a Hail Creek Coal Accumulation Member who ceases to be in the Service by reason of Ill-health prior to the Member's Normal Retirement Date, the lesser of:

(a) one half of the insured cover (if any) provided in relation a Member's Total and Permanent Disablement; and

(b) 10% of the Member's Salary times years and complete days to the Member's Normal Retirement Date),

provided that, for the avoidance of doubt, the amount of the Ill-Health Insurance Cover payable to a Member who has elected not to receive Basic Insurance Cover pursuant to Rule A.7B will be nil.

Net Earning Rate has the meaning as defined under the Trust Deed

Opening Balance means:

(a) [deleted]

(b) in relation to a Defined Contribution Member who was already a Member of Division F of the Fund as at 31 July 2018 - the accrued entitlements of that Member as at 31 July 2018

(c) [deleted]; and

(d) [deleted].

Optional Insurance Charge means in relation to a Hail Creek Coal Accumulation Member, the cost of maintaining that Optional Insurance Cover in respect of the Member.

Optional Insurance Cover means in relation to a Hail Creek Coal Accumulation Member the amount of optional death and Total and Permanent Disablement cover which the Trustee, the relevant Insurer (if applicable) and the Member have agreed will be provided in respect of the Member from time to time and for which an Optional Insurance Charge is to be debited to the Member's Accumulation Account and such Optional Insurance Cover will be in the case of a Defined Contribution Member who ceases to be in the Service by reason of death or Total and Permanent Disablement prior to the Member's Normal Retirement Date – nil or such multiple of 5% of the Member's Salary as nominated by the Member and accepted by the relevant Insurer at the date of death or Total and Permanent Disablement for each complete year (and pro rata for completed days of an incomplete year) of the Member's Potential Service.

Potential Service in relation to a Defined Contribution Member, means the period from the date the Defined Contribution Member ceases to be in the Service by reason of death, Total and Permanent Disablement, Ill health or otherwise to the date on which the Defined Contribution Member would have attained the age of 65 years.

Role Remuneration in relation to a Defined Contribution Member, means the Defined Contribution Member's Salary in respect of ordinary hours of work and such work-related allowances and incentive payments as determined by the Employer from time to time (whether in relation to Defined Contribution Members generally or in relation to any particular Defined Contribution Member or category of Defined Contribution Member).

Rule means a rule of this Schedule.

Service means employment with an Employer.

Taxation Amount is in relation to a Defined Contribution Member, an amount as determined by the Trustee equal to the tax which in the opinion of the Trustee has been assessed against this Sub-Division in respect of the contribution of the Employer Amount or would be assessed against this Sub-Division had the Employer contributed the Employer Amount to this Sub-Division in relation to the Defined Contribution Member on the date it was credited to their Accumulation Account.

Voluntary Contributions means in relation to a Hail Creek Coal Accumulation Member, contributions (if any) made by the Member to this Sub-Division.

A.3 Contributions

A Hail Creek Coal Accumulation Member is permitted to make Voluntary Contributions in a form and manner approved by the Trustee from time to time.

A.4 Accumulation Account

The Trustee will establish and maintain in respect of each Hail Creek Coal Accumulation Member an Accumulation Account which will be:

(a) credited with:

(i) the Hail Creek Coal Accumulation Member's Opening Balance (if any);

(ii) the Hail Creek Coal Accumulation Member's contributions under Clause 5 (if any);

(iii) the Voluntary Contributions (if any);

(iv) the Employer Amount (if applicable);

(v) the amount of any co-contributions accepted into this Sub-Division in respect of the Hail Creek Coal Accumulation Member under Clause 5(9);

(vi) any amount of Splittable Contributions the Trustee may determine to credit in respect of the Hail Creek Coal Accumulation Member because of a valid contributions splitting application under Clause 5(10);

(vii) the Spouse's Benefit (within the meaning of Clause 8(12)(d)) of the Hail Creek Coal Accumulation Member in accordance with Clause 8(12);

(viii) any net earnings (if positive) calculated on the basis of the Net Earning Rate credited to the Accumulation Account the amount of any benefits allocated or transferred within this Sub-Division to the Accumulation Account;

(ix) any amount paid, rolled over or transferred to this Sub-Division from an Approved Benefit Arrangement in respect of the Hail Creek Coal Accumulation Member;

(x) any other amounts which the Trustee considers is appropriate or equitable to be credited to the Accumulation Account; and

(xi) any amount transferred from the Previous Fund as at 1 July 2017 in respect of the Hail Creek Coal Accumulation Member; and

(b) debited with:

(i) the Administration Charge (if any);

(ii) the Basic Insurance Charge (if any);

(iii) the Optional Insurance Charge (if any);

(iv) the Taxation Amount;

(v) any amount of Splittable Contributions the Trustee may determine to debit in respect of the Hail Creek Coal Accumulation Member because of a valid contributions splitting application in favour of the Hail Creek Coal Accumulation Member's Spouse under Clause 5(10);

(vi) the Spouse's Benefit (within the meaning of Clause 8(12)(d)) of the Spouse of the Hail Creek Coal Accumulation Member in accordance with Clause 8(12);

(vii) any net earnings (if negative) calculated in accordance with the Net Earning rate debited to the Accumulation Account;

(viii) the amount of any benefits allocated or transferred within this Sub-Division from the Accumulation Account;

(ix) any amount paid, rolled over or transferred from this Sub-Division to an Approved Benefit Arrangement in respect of the Hail Creek Coal Accumulation Member;

(x) any benefit paid from the Accumulation Account; and

(xi) any other amounts which the Trustee considers is appropriate or equitable to be debited to the Accumulation Account.

A.5 Terminal Medical Condition Benefit

(1) This Rule A.5 applies if:

(a) a Hail Creek Coal Accumulation Member suffers a Terminal Medical Condition;

(b) [deleted]

(c) the Hail Creek Coal Accumulation Member requests (in the form and manner determined by the Trustee) the Trustee to pay a benefit under this Rule A.5.

(2) Subject to Part 2 and these Part 2 Rules, where this Rule A.5 applies there will be payable to the Hail Creek Coal Accumulation Member a lump sum benefit of an amount equal to the sum of:

(a) in all cases, the amount of the TMC Benefit specified in the Hail Creek Coal Accumulation Member's request to the Trustee (which may be all, part or none of the Member's TMC Benefit); and

(b) [deleted].

(3) In this Rule A.5 a Hail Creek Coal Accumulation Member's ***TMC Benefit*** means an amount equal to the amount of their Accumulation Account Balance less the Minimum Account Balance.

A.6 Death of a Hail Creek Coal Accumulation Member

Subject to Part 2 and these Part 2 Rules, upon the death of a Hail Creek Coal Accumulation Member there will be payable from the Sub-Division to the Dependants of the Hail Creek Coal Accumulation Member and/or to the Legal Personal Representatives of the Hail Creek Coal Accumulation Member or (if applicable) to other persons in accordance with Rule A10.12 of the Fund Rules a lump sum benefit of an amount equal to the sum of:

(a) the Member's Accumulation Account Balance;

(b) the Member's Basic Insurance Cover or Minimum Insurance Cover (as applicable and if any); and

(c) in the case of a Hail Creek Coal Accumulation Member, the Member's Optional Insurance Cover (if any).

A.7 Total and Permanent Disablement

Subject to Part 2 and these Part 2 Rules, upon a Hail Creek Coal Accumulation Member suffering Total and Permanent Disablement there will be payable to the Member a lump sum benefit of an amount equal to the sum of:

(a) the Member's Accumulation Account Balance;

(b) the Member's Basic Insurance Cover or Minimum Insurance Cover (as applicable and if any); and

(c) in the case of a Hail Creek Coal Accumulation Member, the Member's Optional Insurance Cover (if any).

A.7A Ill-Health benefit for Eligible Ill-Health Members

(a) Subject to Part 2 and these Part 2 Rules, upon a Hail Creek Coal Accumulation Member suffering Ill-health there will be payable to the Member a lump sum benefit of an amount equal to the sum of:

(i) the Member's Accumulation Account Balance; and

(ii) the Member's Ill-Health Insurance Cover (if any),

provided that no Member shall be entitled to receive any amount under this Rule A.7A unless the Member is an Eligible Ill-Health Member.

(b) The relevant Employer shall bear the costs of providing any Ill-Health Insurance Cover provided in respect of a Member under this Rule A.7A.

A.7B Opt-out of Basic Insurance Cover or Optional Insurance Cover

(a) A Hail Creek Coal Accumulation Member may elect not to receive or opt out of Basic Insurance Cover on such terms and conditions as the Trustee may determine from time to time.

(b) A Hail Creek Coal Accumulation Member may elect to opt out of Optional Insurance Cover on such terms and conditions as the Trustee may determine from time to time.

A.8 Cessation of Service for any other reason

Subject to Part 2 and these Part 2 Rules, upon a Defined Contribution Member ceasing to be in the Service for any reason other than death, Total and Permanent Disablement or Ill-health, there will be payable to the Defined Contribution Member a lump sum benefit of an amount equal to their Accumulation Account Balance. For the avoidance of doubt, any Defined Contribution Member ceasing to be in the Service in the circumstances contemplated in this Rule A.8 may continue to be a MySuper Member to the extent the Member continues to meet the conditions of Rule AAA3 of the Fund Rules.

A.9 Conditions applicable to Optional Insurance Cover

A Defined Contribution Member may elect to take out or increase Optional Insurance Cover at such dates as the Trustee and the relevant Insurer (if applicable) determines. Where a Defined Contribution Member wishes to take out or increase any Optional Insurance Cover the Trustee, the relevant Insurer may require the Defined Contribution Member to undergo such medical examinations and tests and satisfy such other underwriting or other conditions as the Insurer may require. If the Defined Contribution Member fails to pass any such medical examination or test (or fails to satisfy such other underwriting or other conditions) or the Defined Contribution Member's results in any such examination or test are not satisfactory for any reason the Trustee or the Insurer may impose terms, conditions or restrictions on the amount, of or conditions of payment, of any Optional Insurance Cover (including, without limitation, by suspending payment of the Optional Insurance Cover or consideration of any claim thereto, as the case may require, until the requirements of this Rule are complied with) or may refuse to grant Optional Insurance Cover in relation to the Defined Contribution Member.

A.10 Operation of Accumulation Account

The Trustee will have power to credit or debit a Hail Creek Coal Accumulation Member's Accumulation Account at such time or times as the Trustee may from time to time think fit **PROVIDED THAT:**

(a) the Employer Amount will be credited at such time and in such manner so as to ensure that no Employer has a Superannuation Charge obligation in relation to a Defined Contribution Member; and

(b) all other credits and debits are to be made at least annually, and this will be done on such basis as the Trustee will determine from time to time.