



MAPLE-BROWN ABBOTT

INVESTMENT MANAGERS SINCE 1984

Maple-Brown Abbott

Pooled Superannuation Trust

APIR: MPL0801AU

Additional Information Booklet

1 November 2019



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Important information

This booklet provides additional information about topics in the Product Disclosure Statement (PDS) for the Maple-Brown Abbott Pooled Superannuation Trust ABN 89 672 954 462 (Trust) issued on 1 November 2019. The information in this booklet forms part of the PDS offered by Maple-Brown Abbott Limited and you should read this booklet and the PDS before making a decision to invest in the Trust.

The information in this booklet is general information only and does not take into account your personal financial situation or needs. You should obtain financial advice tailored to suit your personal circumstances.

Trustee and Issuer

Maple-Brown Abbott Limited
 ABN 73 001 208 564
 AFSL 237296
 RSE L0000130

Contact details

Maple-Brown Abbott Limited
 Level 31, 259 George Street
 SYDNEY NSW 2000

Tel: 02 8226 6200
 +61 2 8226 6200 (international)

Email: invest@maple-brownabbott.com.au

Website: maple-brownabbott.com.au

1 About the Maple-Brown Abbott Pooled Superannuation Trust

No additional information.

2 How super works

No additional information.

3 Benefits of investing with the Maple-Brown Abbott Pooled Superannuation Trust

Applications and withdrawals

All forms are available at maple-brownabbott.com.au/funds or by contacting us on 02 8226 6200.

Restrictions on applications and withdrawals

Under the Trust Deed, we may suspend applications and withdrawals if we consider it to be in the best interests of investors. Examples include when financial markets are closed or their operation is significantly impacted, or where we need to sell at least 5% of the Trust's assets to meet withdrawal requests or if there have been or we anticipate there will be withdrawal requests which will involve realising a significant amount of the Trust's assets and we consider that meeting all those requests immediately would be to the disadvantage of continuing investors.



If you lodge an application or withdrawal request during a suspension period, we will process the application or withdrawal as if it was lodged immediately after the end of the suspension period.

How to make an additional investment

If you are investing indirectly through an Investor Directed Portfolio Service (IDPS), IDPS-like scheme, or nominee and custody service (collectively referred to as an IDPS), you must follow the application process as advised by the operator of that service.

You can add to your investment in three ways.

- 1) Electronic Funds Transfer (EFT).** Complete, scan and submit (by email) an Additional Investment Request form or letter, and Pay to the following account (please use your investor name as a reference): OneVue Fund Services PTY LTD - Maple-Brown Abbott Limited Applications Trust Account
 BSB No. 083 001 Account No. 763 810 597
- 2) Send a cheque** made payable to 'OneVue Fund Services PTY LTD - Maple-Brown Abbott Limited Applications Trust Account' and marked 'not negotiable' along with a completed Additional Investment Request form or letter.
- 3) BPAY – telephone and internet banking.** You can make your payment using telephone or internet banking. You will need to quote the biller code for the Trust and your reference number (your investor number).

Fund Name	Fund bank account details
Maple-Brown Abbott Pooled Superannuation Trust	 Biller Code: 310698  Reference: Your investor number

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518.

Transfer of ownership

To transfer ownership of your investment, submit a completed and signed Transfer Form.



How to make a withdrawal

If you are withdrawing indirectly through an IDPS you must follow the withdrawal process as advised by the operator of that service.

You can make a withdrawal in two ways.

- 1) **Scan and email** a completed Withdrawal Request Form or an authorised letter to mba@unitregistry.com.au
- 2) **Mail** an authorised letter or completed Withdrawal Request Form to us.

Proceeds will be paid to the bank account we have on file and bank accounts must be in the name(s) of the investor(s). We will not pay withdrawal proceeds to a third party.

Email instruction conditions

By providing instructions via email, you release and indemnify us against all losses, damages and liabilities arising from any payment we make, or action we take, based on any email instruction (even if not genuine) that we receive which contains your name and a signature that appears to be yours or that of an authorised signatory on your investment, or email instruction that is received from your email address.

You also agree that neither you, nor anyone claiming through you, have any claim against us or the Trust, in relation to these payments or actions.

You need to exercise caution, as there is a risk of fraudulent withdrawal requests being made by someone who has access to your investor number, and your signature or email account.

We reserve the right to change these conditions at any time.

Online access

We want to keep you up-to-date about your investment and the best way to do this is through our website.

After your initial investment, we will send you a letter which contains a registration code and instructions on how to access your investment online. This will allow you to monitor your investment balance and transaction

history through our secure online portal. You must contact us immediately if you lose your registration code or password, or believe that an unauthorised person has knowledge of it.

To get started, simply visit maple-brownabbott.com.au/funds. Alternatively, you can contact us between 9am and 5:30pm Monday to Friday Sydney time for the latest information about your investment.

Terms and conditions for online access

The following conditions apply to your online access:

- you remain responsible for your confidential password
- we may issue your confidential password to you by email
- we will give access to any person who uses your confidential password or complies with any other of the security procedures that we have in place
- you are unable to cancel any action taken or request made using your online access
- we may vary these conditions at any time after giving you notice via email or other electronic communication
- your online access may be suspended or cancelled at any time without notice
- you acknowledge and agree that, to the extent permitted by law, we are not liable for any mistake in the information provided on your account during online access
- you agree that you will not rely solely on the information provided during online access when making investment and financial decisions
- additional terms and conditions for online access apply and are set out in full at <https://www.maple-brownabbott.com.au/Funds/termsconditionsMBAOnline>

Please note, for investors accessing the Trust indirectly through an IDPS, you will need to obtain information about your investment from the provider of that service.

4 Risks of super

Additional risks:

Risk	Description
Liquidity risk	The risk that there may be delays in the payment of withdrawals from the Trust due to an unusually large volume of withdrawals or market suspension.
Inflation risk	The risk that the real value of an investment may fall due to the rising cost of goods and services.
Fund risk	The risks relating to the Trust specifically, such as the risk of it being terminated, a change in the fees and expenses or a change in our investment professionals. There is also a risk that investing in the Trust may give different results than investing directly in securities, due to the impact of investments and withdrawals by other investors, and the income or capital gains accrued in the Trust.
Derivatives risk	<p>The value of a derivative is derived from the value of an underlying asset and can be volatile. There is a risk that changes in the value of derivatives held by the Trust may occur due to a range of factors that include changes to the value of the underlying asset, potential illiquidity of the derivative, legal and documentation risk, and counterparty default risk.</p> <p>Derivatives are used infrequently in the Trust. While derivatives may be used for trading purposes they are not used to gear (leverage) the Trust or used to move outside the stated asset allocation ranges. Derivatives are accounted for on a full exposure basis. Index futures may be used for:</p> <ul style="list-style-type: none"> - hedging, to protect the Trust asset or liability against fluctuations in market values or to reduce volatility - a substitute for trading of physical securities.

Choosing the right investment for your risk level

When considering the Trust it is recommended that you speak to a financial adviser about the following factors:

- your investment goals
- your expectations for returns
- the length of time you can hold your investment
- how comfortable you are with fluctuations in the value of your investment.



5 How we invest your money

Environmental, social, ethical and governance (ESG) considerations and labour standards

We have been a signatory to the United Nations Principles for Responsible Investment (UNPRI) since 2008. We have adopted an ESG integration and engagement strategy and use the UNPRI framework for integrating ESG considerations and labour standards into the investment decision making process.

Whilst we do not have a predetermined view around labour standards, our methodology integrates ESG risks including labour risks into the investment process. Our investment analysts identify and assess ESG factors relevant to their industry and stock coverage. A discussion of these factors is included in each research report, and the valuation impact, where material, is either explicitly factored into company's earnings forecasts, or implicitly through the determination of the terminal value or discount rate valuation adjustments. Identified ESG factors and valuation implications are discussed at the research meeting (the forum where the analysts review research reports) and incorporated into portfolio construction through the analyst portfolio, where relevant, and portfolio manager trading.

Integration of ESG in to the investment decision making process is supplemented by our engagement program which includes proxy voting. Our approach to engagement activities is aligned with the UNPRI and has been designed to optimise our ability to effect ESG outcomes and enhance our investment decision-making.

We do not explicitly take ESG factors into account in selecting fixed interest investments or the external managers of overseas equities trusts or individually managed portfolios in which the Trust indirectly invests, via the Maple-Brown Abbott International Equities Trust (IET).

For more information about our approach to ESG considerations, please refer to our Responsible Investment, Engagement and Proxy Voting policies, all of which are available at maple-brownabbott.com.au/funds or free of charge by contacting us.

Investment Strategy

The Superannuation Industry (Supervision) Act 1993 (SIS) requires us, as the Trustee, to covenant that we will formulate and give effect to an investment strategy that has regard to the whole of the circumstances of the Trust. The strategy we have formulated is to invest in investments selected according to our investment objective, and investment process as set out in the PDS. It is in the nature of the Trust that the benefits of any income or capital gains, and the burden of any losses, tax and expenses are effectively shared by investors in proportion to the number of units which they hold. In view of this, and the fact that our aim is to invest largely in investments which are readily realisable, we consider that under all reasonably foreseeable circumstances, the Trust will have resources appropriate to its cashflow requirements. Our philosophy with respect to diversification is reflected in information appearing in this booklet and the PDS. Current asset allocation, overseas equities by regional allocation and fixed interest by category figures are available at maple-brownabbott.com.au/funds. We consider that the Trust is not exposed to risks from inadequate diversification.

The investment strategy for the Trust does not contemplate borrowing. As a superannuation trustee, we are only able to borrow in very limited circumstances. Under the Trust Deed, borrowings may not exceed 10% of the market value of the Trust. Our policy on options and futures is indicated in the Derivatives Risk Statement (DRS) dated 19 June 2015. The DRS describes how we use derivatives and the controls we have in place over their use. A copy of the DRS is available on request. We do not intend that the Trust will incur liabilities in respect of options or futures except where assets are at all times available to meet any commitments. It is our policy

to ensure that the Trust is at all times in a position to meet all other costs, charges and expenses, including income tax, from current Trust income. We do not intend the Trust to establish or maintain reserves.

6 Fees and costs

Administration fee

Under the Trust Deed we are entitled to be reimbursed for administration fees incurred in managing and administering the Trust. At present we are reimbursed for audit and Australian Prudential Regulation Authority fees, however we have chosen not to be reimbursed for other routine administration fees including registry, custodian, accounting and legal expenses (excluding transaction costs) which are currently paid by us out of our base fee.

If the Australian Securities and Investments Commission imposes a levy on the Trust, or if we incur extraordinary or unusual expenses, such as a meeting of unitholders, these costs may also be recovered from the Trust and will be reflected in the unit price.

Negotiated fees or costs

We may rebate some of our investment fee to wholesale investors, as defined in the Corporations Act 2001 (Cth). This rebate is accrued daily and can either be paid to applicable wholesale investors via EFT monthly, quarterly or annually or credited as additional units to the investor's account as agreed with the investor.



Fee definitions

The table below sets out the definitions of the types of fees that may apply. Please refer to Section 6 of the PDS for the types of fees that apply to the Trust. We are required by law to provide these to you.

Fee type	Definition
Activity fee	A fee is an activity fee if: <ul style="list-style-type: none">a. the fee relates to costs incurred by the trustee of the superannuation entity that are directly related to an activity of the trustee:<ul style="list-style-type: none">i. that is engaged in at the request, or with the consent, of a member; orii. that relates to a member and is required by law; andb. those costs are not otherwise charged as an administration fee, an investment fee, a buy-sell spread, a switching fee, an advice fee or an insurance fee.
Administration fee	An administration fee is a fee that relates to the administration or operation of the superannuation entity and includes costs that relate to that administration or operation, other than: <ul style="list-style-type: none">a. borrowing costs; andb. indirect costs that are not paid out of the superannuation entity that the trustee has elected in writing will be treated as indirect costs and not fees, incurred by the trustee of the entity or in an interposed vehicle or derivative financial product; andc. costs that are otherwise charged as an investment fee, a buy-sell spread, a switching fee, an activity fee, an advice fee or an insurance fee.
Advice fee	A fee is an advice fee if: <ul style="list-style-type: none">a. the fee relates directly to costs incurred by the trustee of the superannuation entity because of the provision of financial product advice to a member by:<ul style="list-style-type: none">i. a trustee of the entity; orii. another person acting as an employee of, or under an arrangement with, the trustee of the entity; andb. those costs are not otherwise charged as an administration fee, an investment fee, a switching fee, an activity fee or an insurance fee.
Buy-sell spread	A buy-sell spread is a fee to recover transaction costs incurred by the trustee of the superannuation entity in relation to the sale and purchase of assets of the entity.
Exit fee	An exit fee is a fee, other than buy-sell spread, that relates to the disposal of all or part of a member's interests in a superannuation entity.
Indirect cost ratio	The indirect cost ratio (ICR) , for a MySuper product or an investment option offered by a superannuation entity, is the ratio of the total of the indirect costs for the MySuper product or investment option, to the total average net assets of the superannuation entity attributed to the MySuper product or investment option. Note: A fee deducted from a member's account or paid out of the superannuation entity is not an indirect cost.
Insurance fee	A fee is an insurance fee if: <ul style="list-style-type: none">a. the fee relates directly to either or both of the following:<ul style="list-style-type: none">i. insurance premiums paid by the trustee of a superannuation entity in relation to a member or members of the entity;ii. costs incurred by a trustee of the superannuation entity in relation to the provision of insurance for a member or members of the entity; andb. the fee does not relate to any part of a premium paid or cost incurred in relation to a life policy or a contract of insurance that relates to a benefit to the member that is based on the performance of an investment rather than the realisation of a risk; andc. the premiums and costs to which the fee relates are not otherwise charged as an administration fee, an investment fee, a switching fee, an activity fee or an advice fee.
Investment fee	An investment fee is a fee that relates to the investment of the assets of a superannuation entity and includes: <ul style="list-style-type: none">a. fees in payment for the exercise of care and expertise in the investment of those assets (including performance fees); andb. costs that relate to the investment of assets of the entity, other than:<ul style="list-style-type: none">i. borrowing costs; andii. indirect costs that are not paid out of the superannuation entity that the trustee has elected in writing will be treated as indirect costs and not fees, incurred by the trustee of the entity or in an interposed vehicle or derivative financial product; andiii. costs that are otherwise charged as an administration fee, a buy-sell spread, a switching fee, an activity fee, an advice fee or an insurance fee.
Switching fee	A switching fee for a superannuation product other than a MySuper product, is a fee to recover the costs of switching all or part of a member's interest in the superannuation entity from one investment option or product in the entity to another.



7 How super is taxed

No additional information.

8 How to open an account

No additional information.

9 Other information

The Trust Deed

The operations of the pooled superannuation trust are governed by its Trust Deed, the provisions of the SIS and general trust law. We are responsible for the operation of the Trust and we will provide a copy of the Trust Deed upon request.

The Trust Deed includes provisions relating to:

- our powers and duties as Trustee
- our remuneration
- issue and withdrawal of units
- how the Trust may be terminated
- how we, as Trustee, may be removed or replaced.

We may amend the Trust Deed. In exercising this power, we have a duty to act in the best interests of unitholders.

Change of Trustee

We may retire as Trustee providing not less than 30 days prior written notice is given to unitholders. We must retire without notice if we become disqualified for the purposes of SIS, or the holders of the value of 75% or more of the units resolve at a meeting that we be removed.

Roles and responsibilities of an appointed representative

You may wish to appoint someone else, such as your financial adviser, a relative or your solicitor, to look after your investment on your behalf.

Your appointed representative can do everything that you can do with your investment except appoint another authorised representative.

If your authorised representative is your financial adviser, their authority is limited in that they cannot change any fees or alter payment/distribution bank account details.

To cancel your authorised representative, you must give us at least seven (7) Business Days written notice.

You release and indemnify us from and against all liability that may be suffered by you or by us, or brought against us in respect of any acts or omission of your authorised representative, whether authorised by you or not.

If you appoint a company as your agent, any director of that company, or any employee authorised by the Board of Directors, can act under your agent's authority. Similarly, if you appoint a partnership as your agent, any of the partners can act under your authority.

Related party transactions and conflicts of interest

The Trust may invest in other funds managed by us. Any fees charged by these funds are rebated or offset so there is no double-counting of fees.

Our directors, our employees, and entities associated with them, may be investors in the Trust. These transactions are carried out on the same terms and conditions as for other investors in the Trust.

As an independent firm engaged solely in investment management, we are less likely to be influenced to act other than in the best interests of our clients, including the Trust. We have no affiliation with any broking house or overseas investment management group through which investments are made.

We have no money market division through which clients' liquid assets are invested. Apart from normal brokerage services, and research and seminars received from stockbrokers in the normal course of business, we have no soft-dollar arrangements in place with any broker.

All our staff (including executive directors) must observe rules in relation to private account trading, including:

- staff must not deal in any stock where there is an uncompleted order in the market for the Trust or any other client
- before any transaction is undertaken, staff must seek written permission from an executive director or their delegate to deal
- a register of staff dealings is kept and monitored by our Compliance department.

Related party transactions carry a risk that they could be assessed and reviewed less rigorously than transactions with other parties. We have policies and guidelines in place, which are regularly reviewed, monitored and approved and documented by senior management, to manage the risk of any actual or perceived conflict of interest as a result of a related party transaction.

All sub-underwriting and offers of new issues received by us, if accepted, are accepted on behalf of the Trust. All sub-underwriting commission also accrues to the Trust. No offers are accepted by us or on behalf of our staff.

Custodian and Administrator

The Northern Trust Company (**Northern Trust**) has been appointed as the custodian and administration provider of the Trust under a custody and fund administration agreement (**Custody Agreement**). Northern Trusts' role as custodian is limited to holding assets of the Trust. Northern Trusts' services as administration provider include fund accounting, unit registry services (which are delegated to OneVue Fund Services Pty Limited by Northern Trust) and unit pricing.

Northern Trust has no supervisory role in relation to the operation of the Trust and is not responsible for protecting your interests. Northern Trusts' costs are met from our base fee. The custodian and administration provider engaged by Maple-Brown Abbott may change from time to time and without prior notice to investors.

Protecting your privacy

Your right to privacy is important. This statement explains why and how we collect your personal information and to whom we disclose your personal information. If you have invested via an IDPS, your personal information is collected and held by the operator of this service, not us.

We collect your personal information to allow us to accept and process your application, administer and manage your investment, communicate with you, and maintain a record of investment details and investors as required by legislation. We may also use your personal information to advise you of our products and services that we believe may be of interest to you. You can let us know if you do not wish to receive these marketing communications from us.

We typically collect personal information from you or your financial adviser. Most of your personal information that we collect in the Initial Application Form is required or permitted to be collected by us under the Corporations Act 2001 (Cth), SIS, the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), and taxation law. If the Initial Application Form is not completed in full, then we cannot accept your application for units. If you do not provide us with sufficient personal information we may not be able to provide you with the services requested.

It may be necessary for us to disclose your personal information to the Trust's Custodian and bank, and to external service providers, such as information technology contractors, auditors, tax advisers and lawyers. We require these third parties to take reasonable steps to keep your information secure. We may also disclose your personal information to any persons acting on your behalf, including your financial advisor, solicitor or accountant, unless you tell us not to. We may also disclose your personal information where required or authorised by law.



Our Trust's Custodian may share personal information with entities outside Australia for the purpose of administration associated with the management of the Trust. Our storage provider may store your personal information in Canada. We may be required to disclose personal information to the Securities and Exchange Commission in the United States of America if it conducts an audit of our activities.

Our privacy policy contains information about how you can access or correct your personal information. It also details how you can complain about a possible breach of your privacy and how we will deal with such a complaint.

A copy of this policy is available at maple-brownabbott.com.au/funds or by contacting us on 02 8226 6200.