

DECLARATION OF TRUST

BPI INVEST US DOLLAR INCOME FEEDER FUND A Global Balanced Unit Investment Trust Fund Structured as a Feeder Fund

KNOW ALL MEN BY THESE PRESENTS:

THE BPI ASSET MANAGEMENT AND TRUST CORPORATION (BPI AMTC), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 7/F BPI Buendia Center, Sen. Gil J. Puyat Avenue, Makati City, with authority to perform trust and other fiduciary functions, hereinafter referred to as the “Trustee”;

W I T N E S S E T H:

ARTICLE I CREATION OF THE TRUST

That, for the purpose of providing its trust clients with investment returns derived from a diversified portfolio of global equities and fixed income instruments, pursuant to investment objectives and policies herein stipulated, the Trustee hereby establishes and declares itself as Trustee, and has created and shall administer a Unit Investment Trust Feeder Fund (UITF), a trust product, for the collective investment of funds held by it in such capacity, upon the terms and conditions hereinafter set forth.

ARTICLE II NATURE AND INVESTMENT OBJECTIVES

Sec. 1 Title of the Fund – The UITF shall be known as BPI INVEST US DOLLAR INCOME FEEDER FUND (the “Fund”).

Sec. 2 Nature of the Fund – The Fund is a foreign currency denominated balanced UITF (41%-60% in equities) operating as a Feeder Fund established in accordance with, and shall be operated subject to the provisions of this Declaration of Trust/ Plan Rules and as the same may be amended from time to time, in accordance with the regulations issued by the Bangko Sentral ng Pilipinas (the “BSP”) and existing laws. The Appendix shows a more detailed description of the fund specifications.

Pursuant to existing BSP rules and regulations, as a Feeder Fund, this Fund is mandated to invest at least 90% of its assets in a single collective investment scheme. This underlying collective investment scheme is referred to as the Target Fund and selected consistent with the provisions on investment objective and investment policy under Section 6 hereof and Sections 1 and 2 of the Appendix, following the Trustee's established investment process.

The Fund shall have a unit paying feature where income of the Fund received as distributions from the Target Fund is distributed in the form of units called unit income, subject to the investment objective and distribution policy of the Fund.

The Fund shall have a base currency of U.S. Dollars (USD).

The Fund shall be treated as an entity separate and distinct from its constituent assets, contributions of the Participants thereto, and other trust accounts administered by the Trustee.

Sec. 3 Title to Assets of the Fund - All assets of the Fund shall, at all times, be considered as assets held by the Trustee, and title thereto shall be vested solely in the Trustee.

- Sec. 4 Relationship of Trustee with the Fund – The Trustee shall not have any other relationship with the Fund except in its capacity as Trustee thereof. Provided, however, that the Trustee which simultaneously administers other trust, fiduciary, or investment management funds may invest such funds in the Fund, if allowed under a policy approved by its Board of Directors.
- Sec.5 Nature of Participant's Interest in the Fund - No Participant shall have or be deemed to have any ownership or interest in any particular account, investment or asset of the Fund but shall have only its proportionate and undivided beneficial interest in the Fund as a whole.
- Sec. 6 Investment Objectives and Policy – The Fund shall be invested and reinvested in such investment outlets, and held and disposed of in accordance with such investment objectives and policies as specified in the Appendix, Sections 1 and 2.

The Trustee shall make available to all Participants for review, a list of prospective and outstanding investment outlets, and in the case of a Feeder Fund, all relevant information on the Target Fund, which shall be updated quarterly. Such disclosure shall be substantially in the form as prescribed by the Bangko Sentral ng Pilipinas.

ARTICLE III PARTICIPATION: ADMISSION AND REDEMPTION

- Sec. 1 Qualified Participants (Requirements and Restrictions) - Prior to acceptance of the initial participation in the Fund, the Trustee shall perform a Client Suitability Assessment (CSA) for the purpose of profiling the risk return orientation of the client and establishing the suitability of the client to the Fund. The Fund is suitable for investors with an aggressive risk profile. Qualified participants are more specifically defined in the Appendix, Section 5.
- Sec. 2 Participation Units - Participation in the Fund shall always be through participation in units of the Fund, and each unit shall have uniform rights and privileges as any other participating unit in the Fund. The beneficial interest in the Fund shall be divided into units, each of which shall represent a pro rata interest, determined under the net asset value per unit valuation methodology, in the aggregate market value of all instruments in the Fund.

The participation or redemption of units of participation in the Fund may be made only on the basis of the valuation methodology under Art. V hereof, and in such frequency as indicated in the Appendix, Section 8.

ARTICLE IV MANNER OF OPERATION

- Sec. 1 Pooled Fund Accounting - The total assets and accountabilities of the Fund shall be accounted for as a single account based on the pooled-fund accounting methodology.
- Sec.2 Distribution Channel - The Fund shall be distributed in channels duly accredited by the Trustee and allowed under existing regulations.
- Sec.3 Expansion and Contraction of Fund – Participations in the Fund shall serve to expand the Fund's total outstanding units. Conversely, every redemption of participation/s from the Fund shall serve to contract the Fund's outstanding units.

Every participation in the Fund shall be evidenced by a purchase of units arrived at by dividing the amount of investment by the prevailing net asset value per unit (NAVPU). On the other hand, every redemption of participation/s from the Fund shall be evidenced by a sale of units arrived at by dividing the amount of redemption by the prevailing NAVPU.

Sec. 4 Allocation and Distribution of Income – The market value of the Fund's investments, net of taxes, fees and expenses which are chargeable against the Fund shall be reflected in every NAV computation. The income of the Fund, therefore, shall be allocated to the Participants on a pro rata and pari passu basis depending upon the number of units held by each Participant in the Fund. The unrealized income / loss of each Participant in the Fund shall be the difference between the prevailing NAVPU over the acquisition cost of the Participant's units, multiplied by the number of units held by the Participant.

As a unit paying fund, regular distribution of income of the Fund received as distributions from the Target Fund, net of taxes and expenses, shall take place semi-annually. Participants shall be entitled to his/her pro-rata share of income to the extent of the number of units held by the Participant. If distributions are made, such distributions are not in any way a forecast, indication or projection of the future or likely performance of the Target Fund. Distributions are not guaranteed and there is no assurance that any distribution or distribution level will be met.

ARTICLE V VALUATION OF THE FUND AND PARTICIPATION UNITS

Sec. 1 Valuation of the Fund – The Trustee shall compute the NAV of the Fund daily in U.S. Dollars (USD), subject to the following rules:

- (a) On "Valuation Day" which shall mean a trading day where the Fund is made available for participation or redemption, the Trustee shall determine the NAV of the Fund.
- (b) The NAV shall be the summation of the market value of each investment of the Fund, less taxes, fees and other qualified expenses as defined herein. The determination of the market value of the investments of the Fund shall be in accordance with existing BSP rules and regulations on marking to market valuation of investment instruments. The rules related to Valuation are more specifically defined in the Appendix, Section 6.

Sec. 2 Valuation of Participation Units – The valuation of participation units shall be subject to the following rules:

- (a) The NAVPU shall be determined daily by dividing the NAV of the Fund by the total number of units outstanding as of Valuation Date.
- (b) The Trustee shall consider the frequency of valuation and trading of the Target Fund when determining the Feeder Fund's own frequency of valuation and trading.
- (c) The Trustee shall cause the publication of the NAVPU of the Fund at least weekly in one or more newspaper of national circulation and in the Trustee's website on a daily basis. Historical NAVPUs may also be accessed in the Trustee's website.

Sec. 3 Fees and Expenses of the Fund

- (a) Trustee's Fees - The Trustee shall charge against the Fund trust fees in the amount indicated in the Appendix, Section 9 on a per annum basis based on the NAV of the Fund, net of taxes, as its compensation for the administration and management of the Fund. These fees shall accrue and be collected as and when the same become due, at such times as indicated in the Appendix, Section 9. The trust fees shall be uniformly applied to all Participants in the Fund. Said fees may be increased or decreased in the future as may be warranted by circumstances then existing, subject to the requirements of Subsection 4410Q.6 of the Manual of Regulations for Non-Bank Financial Institutions. Amended trust fee structure shall be applied prospectively.

The Target Fund charges fees as set forth in the Appendix, Section 9 and in the Target Fund Specifications Section B. Fees and Expenses

- (b) Special Expenses – Special expenses may be charged separately or in addition to the necessary trust fees if such are necessary to preserve or enhance the value of the Fund. Such special expenses shall be payable to pertinent third party or parties, provided that the same are covered by separate contract/s, and disclosed to the Participants in the Key Information and Investment Disclosure Statement.

The amount of, nature, and period covered of the special expenses, as well as the amount of regular trust fees for each quarter, shall be disclosed to the Participants. No fees and expenses other than the foregoing shall be charged to the Fund.

ARTICLE VI TRUSTEE'S POWERS & LIABILITIES

Sec.1 Management of the Fund - The Trustee shall have the exclusive management, administration, operation and control of the Fund and full discretion in respect of investments, and the sole right, at any time, to sell, convert, reinvest, exchange, transfer or otherwise change or dispose of the assets comprising the Fund.

However, if the Trustee deems it proper and beneficial for the Fund, the Trustee may engage the services of third party/ies to manage a portion of the Fund, provided that such arrangement is covered by separate contract/s; provided further that, it is disclosed to the Participants and the BSP is duly notified thereof with the pertinent documents on the hiring of such third party/ies submitted thereto. The Trustee shall periodically review on an ongoing basis the performance by such third party/ies.

Sec. 2 Powers of the Trustee –The Trustee shall have the following powers:

- a. To hold legal title over the assets comprising the Fund for the benefit of the Participants;
- b. To hold, place, invest and reinvest the Fund, including the authority to switch underlying instruments/Target Fund, with full discretionary powers, and without distinction, as to principal and income in instruments stipulated in the Appendix, Section 2 including local and foreign collective investment schemes and in such investments it may deem sound and appropriate, subject only to the limitations, investment objectives, and policies of the Fund as stated in the Appendix, Sections 1 and 2;
- c. To deposit in any bank or financial institution, including the trust corporation's affiliate bank/s, a portion of the Fund, subject to the requirement of Subsection 4410Q.8 of the Manual of Regulations for Non-Bank Financial Institutions.
- d. To hold cash in excess of the regulatory or the Fund's defined cash allocation limit during the transitory period while in the process of switching from one target fund to another or in the case of breach of the ten percent (10%) exposure limit to the target fund;
- e. To register or cause to be registered any securities of the Fund in nominee or bearer form;
- f. To appoint and retain the services of qualified and reputable local or foreign investment advisor and/or fund manager/s; provided, however, that the Trustee shall retain ownership and control of the Fund, and provided further, that the investment advisor/s and/or fund manager/s shall work within the investment parameters or guidelines set by the Trustee from time to time and shall be directly responsible to the Trustee for any investment actions and decisions undertaken for the Fund;
- g. To hire and compensate legal counsel/s, certified public accountant/s and other specialist/s in connection with the administration and management of the Fund and the protection or advancement of its legal and other interests;
- h. To make, execute, acknowledge, and deliver any or all securities, agreements, contracts, deeds, documents and instruments necessary in the management and reinvestment of the

Fund, or in connection with the exercise of the powers herein conferred or the performance of acts herein authorized;

- i. To collect and receive income, dividends, interest, profits, increments and such other sums accruing or due the Fund;
- j. To pay out of the Fund all costs, expenses, taxes, and other proper charges incurred in connection with the administration, preservation, maintenance and protection of the Fund.
- k. To adopt an external or internal risk management and hedging strategy and a more definitive policy guideline based on generally accepted risk management principles, and duly approved by the Board of Directors of the Trustee;
- l. To set the minimum amounts or number of units required for purchases or redemptions by a Participant of the Fund as defined in the Appendix, Section 8 (c);
- m. To set the participation and redemption cut-off time as defined in the Appendix, Section 8 (f);
- n. To collect from the Fund trust fees as defined in the Appendix, Section 9;
- o. To make regular semi-annual distributions, subject to prevailing market conditions. Trustee has the absolute discretion to determine whether a distribution is to be made. If distributions are made, such distributions are not in any way a forecast, indication or projection of the future or likely performance of the Target Fund; and,
- p. To temporarily suspend trading, calculation of the NAV/NAVPU of the Fund, as well as participation to and redemption from the Fund as further defined in the Appendix, Section 6 (c) and Section 8 (h).

Sec. 3 Liability of Trustee – Save that attributable to the Trustee’s fraud, willful default, bad faith or gross negligence, the Trustee shall not be liable for any loss or depreciation in the value of the Fund or in the value of the Trustor’s participation in the Fund. The Trustee shall not be liable for any act or omission where such action or inaction, in the good faith judgment of the Trustee, was then necessary, reasonable or appropriate for the proper and advantageous administration and management of the Fund.

Sec. 4 Non-Coverage by PDIC – Participation in the Fund creates a trust and not a deposit account. As such, the participation in the Fund is not covered by the Philippine Deposit Insurance Corporation (PDIC). Any income or loss of the Fund (whether realized or unrealized) will impact on the NAVPU and shall be for the account and risk of the Participant.

ARTICLE VII RIGHTS OF PARTICIPANTS

Sec. 1 Declaration of Trust / Plan Rules - A copy of this Declaration of Trust / Plan Rules shall be available at the principal office of the Trustee for inspection by any person having an interest in the Fund, or by his authorized representative/s. Upon request, a copy of this Declaration of Trust / Plan Rules shall be furnished such interested person/s.

Sec. 2 Disclosure of Investments - The Key Information and Investment Disclosure Statement (KIIDS) which shall be updated quarterly shall be made available to interested Participants. Such disclosure shall substantially be in the form as prescribed by BSP in accordance with Appendix “Q-34” of Subsection 4410Q.7 of the Manual of Regulations for Non-Bank Financial Institutions. Upon request, a copy of the quarterly list of investments shall be furnished to interested Participant/s. The Trustee shall also make available to Participant/s all relevant information on the Target Fund.

Sec. 3 Disclosure of Risk – Participants shall be informed of the risks attendant to this type of Fund through a ‘Risk Disclosure Statement.’

Sec. 4 Disclosure of Amendments to the Plan Rules – A notice of amendments to Plan Rules / Declaration of Trust shall be furnished the Participants immediately. The Participants shall be

allowed to redeem their participations in the Fund, subject to the procedure set forth in Art. IX, Sec.1 hereof.

Sec. 5 Termination of the Fund – A written notice of the termination of the Fund shall be provided the remaining Participants at least thirty (30) business days prior to the actual termination of the Fund, pursuant to Art. IX, Sec. 2 hereof. The Participants shall have the right to inspect or be provided upon request with a copy of, the financial statement used as basis for the distribution of the Fund.

In respect of the Fund, the rights of the remaining Participants as against each other shall be *pari passu* and *pro-rata*.

ARTICLE VIII ANNUAL AUDIT AND REPORT BOOKS OF ACCOUNTS

Sec. 1 Annual External Audit - Aside from the regular audit requirement applicable to all trust accounts of the Trustee, an external audit of the Fund shall be conducted annually after the close of each fiscal year by an independent auditor acceptable to BSP. The external audit shall be conducted by the same external auditor engaged for the audit of the Trustee/Trust Entity. The result of this audit shall be the basis of the Trustee's annual report which shall be made available to all the Participants. A notice shall be sent to the Participants that the report is available, and upon request, a copy of such report shall be furnished such Participant/s, without charge.

The Trustee shall, likewise, prepare a quarterly performance review of the Fund and shall make the same available to the Participants not later than twenty (20) calendar days from end of the reference date /period.

ARTICLE IX AMENDMENTS & TERMINATION

Sec. 1 Amendments – This Declaration of Trust / Plan Rules may be amended from time to time by resolution of the Board of Directors of the Trustee: Provided, however, That participants in the fund shall be immediately notified of such amendments and participants who are not in conformity with the amendments made shall be allowed to redeem their participations within thirty (30) calendar days after the amendments are approved by the board or such longer period as may be fixed by the Trustee: Provided, further, That amendments to the Plan may be allowed subject to notification to the BSP and continuing compliance of the trust entity with the prudential criteria prescribed under Subsec. 41101Q.2 of the Manual of Regulations for Non-Bank Financial Institutions. For this purpose, the trustee shall submit the documentary requirements to the appropriate supervising department of the BSP, within ten (10) business days from the approval of the amendments by the Board of Directors of the Trustee.

Provided, finally, That amendments to the Plan that involve change in the investment objective and/or strategy, and risk profile shall be subject to the approval of the BSP.

(a) Switching of Target Fund. The switching of the Target Fund may be deemed necessary, in case of any, but not limited to the following:

1. Performance vis-à-vis expectations
2. Change in the Target Fund's investment objective or risk profile
3. Resignation of fund manager/s
4. Closure of Target Fund or its maximum AUM capacity has been reached
5. Prolonged suspension of subscription/redemption to/from the Target Fund

6. Market conditions which in the reasonable opinion of the Investor Fund Trustee warrant a change in Target Fund
7. Change in the Investment Objective of the Investor Fund

Switching of the Target Fund is deemed as an amendment subject to the provisions of this section. In addition to a formal notice to Participants, prior disclosure may be supplemented by any of the following:

1. E-mail
2. Notification in Sales Premises
3. Announcement in the Trustee's official website

No change shall be implemented within thirty (30) days of initial notification of existing investors.

In case of switching of the Target Fund, the Trustee shall follow its defined internal process to ensure protection of investors' interest. This shall include processes and procedures relating to:

1. Termination of Subscription to Target Fund or Agreement
2. Temporary Holdings in Cash
3. Subscription to a New Target Fund
4. Information and Public Announcement of Target Fund Switch

(b) Material and Non-Material Changes in Target Fund's Structure

Material changes in a Target Fund shall require re-assessment and review by the Trustee of the suitability of the Target Fund. Material changes can be described as a change, with all else being unchanged, that a reasonable investor would consider important in the investor's decision to buy, hold or sell. Such changes may include but are not necessarily limited to:

1. A change in the portfolio management team of the Target Fund
2. A change in the objective or investment style of the Target Fund
3. A change in the Target Fund's fees that will significantly affect the total expense ratio of the Investor Fund
4. A regulatory change in the jurisdiction where the Target Fund is domiciled that would significantly affect the Target Fund's operations
5. Significant legal disputes
6. Any other change that would necessitate a change in the Investor Fund's Declaration of Trust

Should the Trustee decide to retain the Target Fund despite such material change, such change must be properly disclosed to the investors via a formal written notification. Investors shall be allowed to withdraw their participation within a reasonable period of time but in no case less than thirty (30) days. The Trustee shall not increase the Investor Fund's participation to that particular Target Fund within the notice period.

Non-Material Changes to the Target Fund, or any information that, which to the Trustee's best judgment, will not reasonably affect the investor's decision to buy, hold, or sell its investment in the Investor Fund, shall be disclosed via the Trustee's website.

Sec. 2 Termination - This Declaration of Trust / Plan Rules may be terminated by a resolution of the Board of Directors of the Trustee when, in the sole judgment of the Trustee, continued operation thereof is no longer viable, or not consistent with the Trustee's present or new business strategy. A copy of the resolution, which shall specify the effective date of such termination, shall be submitted to the appropriate department of the BSP. At the discretion of the Trustee's Board of Directors, the Trustee may engage the services of a reputable accounting firm to look into the books and record of the Fund maintained by the Trustee and to certify to the financial condition of the Fund. Upon approval of the termination of the Declaration of Trust / Plan Rules, the Trustee shall notify the Participants accordingly.

The Trustee shall provide written notice of the termination of the Fund to the remaining Participants at least thirty (30) business days prior to the actual termination of the Fund. Such notice may be made by the Trustee by way of direct written notice to each participant, publication of announcement in the Trustee's own website, posting of notices in the premises of the Head Office of the Trustee, or posting/sending of notices in the approved platforms of all duly accredited distribution channels. Upon termination, the Trustee shall prepare a financial statement of the Fund which shall be made the basis of distribution to the Participants.

ARTICLE X OTHER TERMS AND CONDITIONS

This plan was approved to be adopted by the Board of Directors of the Trustee (BPI AMTC) on 18 March 2020.

This Declaration of Trust is further subject to the other terms and conditions that may be stipulated in the Appendix.

IN WITNESS WHEREOF, BPI AMTC has caused this Declaration of Trust / Plan Rules to be signed and its corporate seal affixed thereto on 28 April 2020 at Makati City, Philippines.

**BPI ASSET MANAGEMENT
AND TRUST CORPORATION
(Trustee)**

A handwritten signature in blue ink, appearing to read "Sheila Marie U. Tan", is written over a faint circular corporate seal.

**SHEILA MARIE U. TAN
President**

APPENDIX

BPI INVEST US DOLLAR INCOME FEEDER FUND Unit Investment Trust Fund (UITF)

FUND SPECIFICATIONS

1. Investment Objective - The Fund, operating as a Feeder Fund, aims to achieve for its Participants stable income with a secondary focus on long term capital growth by investing in a Target Fund that invests in diversified portfolio of global equity and fixed income instruments. The reference benchmark of the fund is 35% MSCI World Index (USD Hedged), 5% MSCI Emerging Markets Index (Unhedged), 25% Bloomberg Barclays Global Aggregate Corporate Index (USD Hedged), 15% Bloomberg Barclays Global High Yield Index (USD Hedged), and 20% FTSE World Government Bond 10+ Years Index (USD Hedged).
2. Investment Policy - Pursuant to the foregoing objectives, the Fund may be invested and reinvested in the following, subject to the approval of the Board of Directors of the Trustee:
 - (a) Primarily in a single collective investment scheme whose investment objective is to provide investment results that maximize income; provided further that such CIS is approved or registered and supervised by a regulatory authority that is a member of the International Organization of Securities Commissions (IOSCO) and managed by reputable fund manager/s; provided further that the investment in the said collective investment scheme should at least be ninety percent (90%) of the total assets of the Fund. The Target Fund must be recognized as a collective investment scheme in its home jurisdiction by a regulatory authority or any regulatory authority acceptable to the BSP to supervise this CIS.
 - (b) Short-term tradable fixed-income instruments issued or guaranteed by the Philippine government or the BSP; tradable securities issued by the government of a foreign country, any political subdivision/agency of a foreign country or any supranational entity; tradable fixed-income instruments issued by foreign or local financial institutions or private corporations; exchange-listed securities; marketable instruments that are traded in an organized exchange; loans traded in an organized market; and, such other tradable investments outlets/ categories as the BSP may allow. Provided, that, a financial instrument is regarded as tradable if two-way prices are quoted, readily available or regularly available from an exchange, dealer, broker, industry group, pricing service or regulatory agency, and those prices represent actual and regularly occurring market transactions on an arm's length basis.
 - (c) Short-term tradable fixed-income instruments issued, underwritten, or otherwise dealt by BPI and/or any of its subsidiaries, affiliates, their successors-in-interest or assignees, their directors, officers, stockholders, and related interest, and any of their trust and fund managed accounts, under such terms and conditions as the Trustee may deem to be in the best interest of the Fund; and, any such other instruments as may be allowed under BSP regulations. Investment with related interests shall be in accordance with Subsection 4410Q.12 (a) of the Manual of Regulations for Non-Bank Financial Institutions.
 - (d) The principal investments of the Fund will be denominated in but not limited to the U.S. Dollar. The target fund invests in securities denominated in other currencies.
 - (e) Bank deposits or tradable debt instruments issued by the BSP.
 - (f) Such other investments allowed under regulations issued by the BSP.

The Fund will primarily feed into the following Target Fund:

Target Fund	United Income Focus Trust
Share Class	Class P USD Dist
Dividend Policy	Distributing
Regulator	Monetary Authority of Singapore

Provided that, in the process of switching from one Target Fund to another or in the case of breach of the ten percent (10%) exposure limit to the Target Fund, investments in cash or cash equivalents for liquidity purposes and/or for funds awaiting disposition, may exceed the allowable limit prescribed by the BSP, within the transitory period.

For all transactions with related parties or entities, the Trustee of the Fund shall be transparent at all times and maintain an audit trail. The Trustee shall observe the principle of best execution and no purchase/sale shall be made with related counterparties without considering at least two (2) competitive quotes from other sources.

3. Diversification Policy – The combined exposure of the UIT Fund to any entity and its related parties shall not exceed fifteen percent (15%) of the market value of the UIT Fund: PROVIDED, THAT, A UIT FUND INVESTED, PARTIALLY OR SUBSTANTIALLY, IN EXCHANGE TRADED SECURITIES SHALL BE SUBJECT TO THE 15% EXPOSURE LIMIT TO A SINGLE ENTITY/ISSUER: PROVIDED FURTHER, THAT, IN THE CASE OF AN EXCHANGE TRADED SECURITY WHICH IS INCLUDED IN AN INDEX AND TRACKED BY THE UIT FUND, THE EXPOSURE OF THE UIT FUND TO A SINGLE ENTITY SHALL BE THE ACTUAL BENCHMARK WEIGHTING OF THE ISSUER OR 15%, WHICHEVER IS HIGHER. THIS LIMITATION SHALL NOT APPLY TO NON-RISK ASSETS AS DEFINED BY THE BSP.

In the case of Feeder Funds, the fifteen percent (15%) exposure limit shall be applied on the Target Fund's underlying investments. Notwithstanding said limit, if the target fund is allowed by its respective regulatory authority to invest in units/shares of other open-ended CIS, the exposure limit prescribed by said regulatory authority shall instead apply. Furthermore, the investment in the Target Fund shall not exceed ten percent (10%) of the total net asset value of the Target Fund. The frequency of monitoring of the exposure limits may be synchronized with the reporting frequency of the Target Fund.

In case the exposure limits prescribed above are breached due to the marking-to-market of certain investment/s or extraordinary circumstances, e.g. abnormal redemptions which are beyond the control of the trustee, the Trustee shall be given thirty (30) days from the time the limit is breached or in the case of Feeder Funds, thirty (30) days from date of receipt of report indicating the net asset value of the Target Fund, to correct the same.

4. Distribution Policy - The Fund shall only distribute income from distributions received from the Target Fund to the Participants in the form of unit income on a semi-annual basis.

A notice shall be made available to Participants containing information on the total amount of income for distribution by the Trustee, NAVPU as at relevant record date, total number of units for distribution and unit income. Unit income refers to the number of units for every unit held by the Participant entitled for distribution.

Distributions shall be based on the equivalent pro rata share of units held by each Participant based on the NAVPU at the relevant record date. Distributions shall be made to holders within ten (10) business days from the relevant record date, which shall be considered automatically redeemed and proceeds are subsequently credited to the nominated settlement account of eligible Participants.

5. Qualified Participants - Acceptance of Participants shall be subject to the rules or procedures established by the Trustee which it deems advantageous or to the best interest of the Fund.

The Fund is suitable for investors with at least an aggressive risk profile.

Participation in the Fund shall be open to Participants with legal capacity to contract and who are not considered US persons under the US securities and tax laws, subject to the other conditions, rules or provisions as stated herein and those established by the Trustee which it deems to be to the best interest of or advantageous to the Fund and its existing participants.

Participants may be required to declare that they are not a US person or US taxpayer and are neither acquiring units in the Fund in behalf of US persons or US taxpayers nor acquiring units with the intent to sell or transfer them to US persons or US taxpayers.

Prospective participants should also consult their own tax advisors as to the specific local or international tax implications of acquiring, holding and redeeming of any units of the Fund.

No beneficial owner shall hold more than 10% of the Fund. Any investor who owns more than 10% shall be asked to redeem the amount (or its equivalent number of units) in excess of 10% within thirty (30) calendar days. Failure to do so will be subject to anti-money laundering (AML) reporting requirements in the jurisdiction of the Target Fund. The 10% ownership limit shall commence after one (1) year from the Fund's inception date.

6. Rules Related to Valuation - The matter of determining the value of the various instruments in the Fund shall be vested in the Trustee through its Board of Directors. Subject to pertinent BSP Implementing Rules and Regulations, the Trustee shall adopt a Marked-to-Market Valuation Methodology which, once adopted, shall herewith be consistently and strictly applied. The basis for pricing/valuation per asset class/asset shall follow existing BSP marking-to-market guidelines.

- (a) The NAV shall be computed using the pooled-fund accounting methodology, or more specifically based on the following formula:

	Cash Deposits
+	Market Value of Investment
+	Accrued Interest on Cash Deposits
+	All other assets and receivables
	<hr/>
	GROSS ASSET VALUE
-	Accrued Taxes Payable
-	Accrued Trust Fee Payable
-	Other Accrued Expenses
-	Accounts Payable
-	All Other Liabilities
	<hr/>
	NET ASSET VALUE

The NAVPU shall be calculated by dividing the NAV by the number of Units Outstanding as of the date of valuation. The NAVPU shall be computed up to two (2) decimal places as follows:

$$\text{NAVPU} = \frac{\text{Total Net Assets of the Fund}}{\text{Total Number of Outstanding Units}}$$

The rules related to valuation of the Target Fund are more specifically defined in the *Target Fund Specifications*, Valuation of Assets.

- (b) The NAVPU of the Fund shall be computed earliest 12:00NN on the next day following each valuation day and made available not later than 6:00PM of the same day. The NAVPU shall be made available to Participants and published in the Trustee's website.
- (c) Suspension of Trading - The Trustee of the Fund may temporarily suspend calculation of the NAV/NAVPU of the Fund, as well as admission to and redemption from the Fund, if it is unable to

determine the NAVPU of the Fund due to the suspension of trading of its Target Fund or any fortuitous event, such as fire, natural calamity, public disorder, or national emergency affecting the financial market resulting in the suspension of trading and consequently, the absence of available market prices of securities/instruments.

The suspension of trading of the Target Fund will mean the unavailability of a real-time NAVPU that is reflective of actual market prices.

7. Risk Management and Hedging Policy - For the general and collective interest of the Fund's Participants, the Trustee is authorized to adopt an external or internal risk management and hedging strategy, and a more definitive policy guideline based on generally accepted risk management principles, and duly approved by the Board of Directors of the Trustee.

The Target Fund/s may avail itself of instruments for efficient portfolio management (EPM), provided, that the financial derivatives shall not be extensively or primarily used as an investment strategy of the Target Fund and that the risk level of the Target Fund remain consistent with the objective and risk profile of the Fund. Further, the use of financial derivatives for EPM must be in accordance with other existing BSP guidelines, as well as the Trustee's risk management and hedging policies duly approved by the Board of Directors of the Trustee, and disclosed to the Participants.

8. Participation and Redemption

- (a) Participation and Redemption Prices - Participation or redemption of units in the Fund, including fractions thereof, shall be based on the applicable NAVPU for the day computed based on Section 6 (Rules Related to Valuation) of this Appendix.
- (b) The Fund shall have an initial NAVPU of USD 100.00/unit.
- (c) The Trustee shall set the minimum amount or number of units required for purchases or redemptions by a Participant in the Fund, which may be changed from time to time by the Trustee, as conditions warrant subject to the Trustee's compliance with Subsection 4410Q.6.k of the Manual of Regulations for Non-Bank Financial Institutions. Provisions related to amendment/s are more specifically defined in Article IX Section 1 of the Plan Rules. Policies on Participation and Redemption are the following:
 - i. Minimum Initial Participation. The minimum amount of initial participation is USD 1,000.00
 - ii. Minimum Maintaining Participation. The minimum maintaining participation is the same as the amount prescribed for minimum initial participation.
 - iii. Minimum Additional Participation. The minimum additional participation is USD 500.00
 - iv. Minimum Redemption Amount. The minimum redemption amount is USD 500.00
 - v. Minimum Holding Period: 180 days
 - vi. Early Redemption Penalty: 1.00% of total value of units redeemed
- (d) Settlement of Participation and Redemption. Participations received on or before the cut-off time are settled at the end of the next day following valuation day. Redemptions received on or before the cut-off time are settled on the 7th business day after the valuation day using the NAVPU of that valuation day as the basis for settlement. Valuation day is defined under Article V Section 1(a): Valuation of the Fund of the Plan Rules.
- (e) Partial redemption or redemption of unitholdings less than the outstanding units is allowed and shall be based on the applicable NAVPU for the day. On the next valuation day after the partial redemption, a Transaction Advice shall be sent to the Trustor indicating the remaining outstanding unitholdings. Should a partial redemption result in the investment falling below the required minimum maintaining balance, the Trustee shall automatically close the account, without need of prior notification to the participant, in which case, the entire balance of the account shall be paid through credit to the TRUSTOR/s' Settlement Account based on the

applicable Net Asset Value per unit for the day multiplied by the number of remaining unit holdings.

(f) Participation and Redemption Cut-off Time. Participation and/or notice of redemption received by the Trustee on or before the cut-off time of 1:30PM shall be considered as transaction for the day. However, participation/notice of redemption received after the cut-off time shall be considered as transaction for the next applicable valuation day. Upon initial participation, the Participating Trust Agreement shall be made available to the Participant. A Confirmation of Participation or Transaction Advice shall be sent to the Participant on the next valuation day for subsequent transactions.

(g) Redemption Requirements and Conditions. Redemption shall also be subject to the requirement/condition below:

a. Redemption Notice Period. The participant of the Fund may redeem its participation on any valuation day. Request for redemption, subject to the cut-off time specified in section 8(f) shall be dealt with by the Trustee in chronological order according to the day that notice is received. On the next valuation day after the redemption, a Transaction Advice shall be sent to the Participant. However, the Trustee reserves the right to require from the Trustor/s a five (5) business day advanced written notice of redemption from the Fund. This required notice may be shortened or extended at the sole discretion of the Trustee depending on the liquidity position of the Fund and the frequency and volume of requests for redemption received by the Trustee at any given time. The Trustee shall communicate these by way of direct written correspondence to each participant, publication of announcement in the Trustee's own website, posting of notices in the premises of the Head Office of the Trustee, or posting/sending of notices in the approved platforms of all duly accredited distribution channels, not shorter than three (3) business days before any changes are implemented.

b. Early Redemption Fee. An early redemption fee of one percent (1.00%) based on the total value of the units redeemed shall be charged to the concerned Participant in case of full or partial redemption prior to the completion or lapse of the minimum holding period. Such fee shall form part of the Fund.

The Trustee, however, on a case to case basis, shall have the authority to waive the early redemption fee as when there are amendments to the plan rules, upon termination of the fund or to address operational concerns.

(h) Suspension of Participations and Redemptions - Conditions for the suspension of participations to, and redemptions from the Fund are specified in Section 6 (c): Suspension of Trading of the Appendix.

9. Fees and Expenses - The Trustee shall collect from the Fund trust fees in the amount equivalent to one percent (1.00%) p.a. based on the Net Asset Value of the Fund, net of taxes. The said fees shall accrue daily and shall be collectible from the Fund on a monthly basis.

For purchase and/or sale of the units of the Target Fund, including in the case of switching of the Target Fund, expenses such as but not limited to brokerage commission, early withdrawal charges, switching fees, sales load, or any other transaction costs payable to third party/ies shall be borne by the Fund. Such fees as well as fees and expenses charged by the Target Fund/s shall be reflected in every NAV computation of the Fund.

Any changes to the expenses charged to the Target Fund shall reflect in the returns of the Target Fund.

The participant shall indirectly be facing fees and charges from the Target Fund for his investment in the Fund on a pro-rata basis. The fees and expenses of the Target Fund is listed in Section B of the Target Fund Specifications.

Additional information on the Target Fund such as the Target Fund's Investment Manager, Investment Objectives, Historical Performance, Total Expense Ratio can be found in its Prospectus and Fund Fact Sheet.

The Target Fund's Total Expense Ratio (TER) as of February 28, 2017 is 1.56%.

All rebates, waiver, and/or commissions collected by the Fund from the Target Fund/s shall redound back to the Fund.

10. Custody of Securities – Investments of the Fund shall be held for safekeeping by any BSP accredited third party custodian/s which shall perform independent marking-to-market of such investments, as well as other functions pursuant to the relevant Custodianship Agreement. The name of the third party custodian shall be indicated in the Fund's Key Information and Investment Disclosure Statement.

Investments of the Target Funds shall be held for safekeeping by an institution registered/authorized/approved by a relevant regulatory authority in its home jurisdiction to act as third party custodian.

TARGET FUND SPECIFICATIONS
United Income Focus Trust

A. Fund Information

Target Fund	<p>United Income Focus Trust</p> <p>The United Income Focus Trust is a Singapore-domiciled unit trust sponsored by UOB Asset Management Ltd. ("UOBAM"). UOBAM is a wholly-owned subsidiary of United Overseas Bank Limited ("UOB"), the third largest bank in Southeast Asia by total assets. UOBAM has assets under management of US\$30.4 billion as of 31 December 2016. Established in 1986, UOBAM is a leading manager with experience investing in equities and fixed income instruments across regional and global markets, and employing 78 investment professionals. It has been managing collective investment schemes and discretionary funds in Singapore for over 30 years. UOBAM is licensed and regulated by the Monetary Authority of Singapore. It has an extensive presence in Asia with regional business and investment offices in Malaysia, Thailand, Brunei, Taiwan and Japan. Through its network of offices, UOBAM offers global investment management expertise to institutions, corporations and individuals, through customized portfolio management services and unit trusts. As at 28 February 2017, UOBAM manages 59 unit trusts in Singapore. UOBAM is one of the largest unit trust managers in Singapore in terms of assets under management.</p> <p>Wellington Management Singapore Pte. Ltd. is the appointed Sub-Manager of United Income Focus Trust and is responsible for all investment decisions. The Sub-Manager may, in turn, from time to time delegate any or all of its investment sub-management function to any one or more of its affiliates. The Sub-Manager and the Sub-Investment Managers (Wellington Management Company LLP, Wellington Management International Ltd, and Wellington Management Japan Pte Ltd), are wholly owned subsidiaries of Wellington Management Group LLP. The Wellington Management Group is a privately-owned investment management company founded in 1928 in Philadelphia, USA. Headquartered in Boston, Massachusetts, the firm invests in nearly all segments of the global capital markets including public equity, fixed income, and alternative investments. Operating as a private partnership, the firm draws on robust proprietary research and promotes a collaborative culture amongst its 655 investment professionals whose average industry experience span 17 years. As of 31 March 2017, the firm manages US\$1.019 trillion for over 2,150 clients across more than 65 countries.</p> <p>The BPI Income Feeder Fund shall be invested in the Class USD Dist share class of the United Income Focus Trust.</p>
Regulator	Monetary Authority of Singapore (MAS)
Investment Objective	United Income Focus Trust, as the Target Fund, aims to provide regular income to investors with a secondary focus on capital appreciation over the medium to long term by investing globally in a diverse set of traditional and alternative asset classes.

Investment Strategy/	<p>The portfolio employs a globally unconstrained multi-asset strategy where sources of return are aimed to be diverse, uncorrelated, and less reliant to traditional income sectors.</p> <p>Exposure to a diverse asset universe is determined with the aid of a robust risk allocation process. For example, as predicted volatility of equities market decreases, the allocation of the portfolio to equities dynamically increases.</p> <p>A multi-layered risk management including volatility and drawdown management is deeply integrated in portfolio management. This enables the manager to control risk and downside profile of the portfolio, and ultimately, to preserve capital. Any drawdown in asset class is constantly observed, with exposure systematically reduced before such drawdown becomes prolonged and extreme.</p>	
Allowable Investments	<p>The investment universe of United Income Focus Trust will be broad, encompassing traditional asset classes (equities and fixed income securities) and alternative asset classes (listed real estate investment trusts, convertibles, preferred securities and currencies).</p> <p>Financial derivative instruments (FDIs) may be used or invested in for the purposes of hedging existing positions, efficient portfolio management, optimizing returns or a combination of such purposes.</p> <p>In the event of extreme market conditions or severe market stress or disruptions, or if there are no suitable investment opportunities for the Fund at any time, the Fund may temporarily invest up to 100% of its assets into cash and/or cash deposits, money market instruments and/or short-term debt securities. A portion of the Fund's assets may also be retained in liquid investments or cash for liquidity purposes.</p>	
Benchmark/ Reference Index	<p>The reference benchmark of the Fund is 25% MSCI All Country World Index and 75% Citi World Government Bond 10+ Years Index (Hedged).*</p> <p>* As of 2017</p>	
Domicile/ Type	Singapore/ Unit Trust	
Parties	Investment Manager	UOB Asset Management, Ltd.
	Sub-Manager	Wellington Management Singapore Pte. Ltd.
	Sub-Investment Managers	Wellington Management Company LLP Wellington Management International Ltd Wellington Management Japan Pte Ltd
	Trustee	State Street Trust (SG) Limited
	Custodian	State Street Bank and Trust Company
	Administrator	State Street Bank and Trust Company
	Registrar	State Street Bank and Trust Company
	Auditor	PricewaterhouseCoopers LLP
Distribution Policy	<p>The Investment Manager of the Target Fund intends to make regular semi-annual distributions, subject to prevailing market conditions. It has the absolute discretion to determine whether a distribution is to be made. If distributions are made, such distributions are not in any way a forecast, indication or projection of the future or likely performance of the Target Fund. Distributions are not guaranteed and there is no assurance that any distribution or distribution level will be met. The making of any distribution does not mean that further distributions will be made. The declaration or payment of distributions may have the effect of lowering the NAV of the Fund.</p>	

Other Important Information	Inception Date	November 30, 2015
	Country Registration	Singapore
	Share Class/ISIN	Class P USD Dist

B. Fees and Expenses

Payable by the Target Fund to the Managers, the Trustee and Other Parties

Management Fee	Currently 0.55% p.a.
Trustee Fee	Currently not more than 0.05% p.a.; maximum 0.20% p.a. (Subject to a minimum of S\$5,000 p.a.)
Administration Fee	Currently 0.075% p.a.
Registrar and Transfer Agent Fee	The higher of S\$15,000 p.a. or 0.125% p.a., subject always to a maximum of S\$25,000 p.a.
Valuation and Accounting Fees	Currently 0.125% p.a.; maximum 0.20% p.a.
Audit Fee, Custodian Fee, Transaction costs and other fees and charges)	Subject to agreement with the relevant parties. Each fee or charge may amount to or exceed 0.1% p.a., depending on the proportion that each fee or charge bears to the NAV of the Fund. Based on the audited accounts and the average NAV of the Fund for the financial year ended 31 December 2016: <ul style="list-style-type: none"> • Audit Fee: less than 0.1% • Custodian Fee: less than 0.1% • Transaction Costs: 0.17% • Other fees and charges: 0.11%

C. Investment Risks

Market Risk

Prices of securities may go up or down in response to changes in economic conditions, interest rates and the market's perception of securities which in turn may cause the value of Units to rise or fall. Furthermore, some of the markets or exchanges on which a Fund may invest may prove to be illiquid or highly volatile from time to time and this may affect the price at which the Fund may liquidate its positions to meet realization requests.

Foreign Exchange and Currency Risk

Fluctuations of the exchange rates between the Fund currency or Class currency and the Portfolio Currency may affect the value of the relevant Units. The foreign currency exposure of the Fund or any Class of the Fund may be hedged and may adopt an active or passive currency management approach. However, the foreign currency exposure of a Fund or Class may not be fully hedged depending on the circumstances of each case. Such circumstances include but are not limited to the outlook, hedging costs and market liquidity of the relevant currency.

Foreign Market Risks (includes emerging markets)

Investments in foreign markets may present risks not typically associated with domestic markets. These risks may include changes in currency exchange rates; less-liquid markets and less available information; less government supervision of exchanges, brokers, and issuers; increased social, economic, and political uncertainty; and greater price volatility. These risks may be greater in emerging markets, which may also entail different risks from developed markets.

Issuer Specific Risk

A security issued by a particular issuer may be impacted by factors that are unique to that issuer and thus may cause that security's return to differ from that of the market.

Counterparty Risk

A Fund is exposed to the risk that a counterparty may default on its obligations to perform under a particular contract. If a counterparty becomes bankrupt or insolvent, a Fund could experience delays in liquidating an investment and may therefore incur significant losses, including losses resulting from a decline in the value of the investment during the period in which the Fund seeks to enforce its rights. The Fund may also be unable to realize any gains on the investment during such period and may incur fees and expenses to enforce its rights. There is also a risk that counterparty contracts may be terminated earlier due to, for instance, bankruptcy, supervening illegality or change in the tax or accounting laws relative to those laws existing at the time the contracts were entered into.

Taxation Risk

Investments may be adversely affected by changes in taxation, monetary and fiscal policies. New taxes imposed on the holding of investments in a particular jurisdiction, or any capital gains or income derived from such investments, may adversely affect the performance of such investments and consequently the value of Units and the income from them.

Equity Risk

A Fund's investments in stocks and other equity securities are subject to market risks that historically have resulted in greater price volatility than that experienced by bonds and other fixed income securities. This in turn may affect the value or volatility of the relevant Fund.

References:

- *United Global Diversified Portfolios Prospectus dated 21 April 2017*
- *Portfolios Fact Sheet as of July 2017*

Annex B

United Income Focus Trust

1. Top 10 Holdings

Security
Johnson & Johnson
AT&T Inc
Entergy Corp
Centerpoint Energy Inc
Wal-Mart Stores Inc
Centurylink Inc
International Business Machine
Annaly Capital Management Inc
Darden Restaurants Inc
Chimera Investment Corp

Source: Portfolio Factsheet as at 30 June 2017

2. By Sector

Sector	Fund (%)
Financials	21.59
Consumer Discretionary	10.54
Telecommunication Services	8.06
Utilities	7.70
Healthcare	7.44
Industrials	7.18
Others	27.17
Cash	10.33

Source: Portfolio Factsheet as at 30 June 2017

3. Top Country Exposure

Country	Fund (%)
United States of America	54.71
Japan	5.11
Hong Kong	3.80
France	2.85
UK	2.06
Spain	1.56
Others	19.58
Cash	10.33

Source: Portfolio Factsheet as at 30 June 2017