

DECLARATION OF TRUST

**MANULIFE AMERICAN GROWTH EQUITY FEEDER FUND
A Multi-Class Unit Investment Trust Fund**

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Trust is executed by **MANULIFE INVESTMENT MANAGEMENT AND TRUST CORPORATION (“MANULIFE INVESTMENT MANAGEMENT”)**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at the NEX Tower, 6786 Ayala Avenue, Makati City, with authority to perform trust and other fiduciary functions, herein referred to as the “Trustee”;

WITNESSETH:

**ARTICLE I
CREATION OF THE TRUST**

That for the purpose of providing investment opportunities to its trust clients pursuant to investment objectives and policies herein stipulated, the Trustee hereby establishes and declares itself as Trustee of a multi-class unit investment trust fund (UITF) for the collective investment of funds held by it in the capacity of Trustee under the terms and conditions herein below set forth.

**ARTICLE II
NATURE AND INVESTMENT OBJECTIVES**

Sec. 1 Title of the Fund – The pooled fund shall be known as the MANULIFE AMERICAN GROWTH EQUITY FEEDER FUND (herein referred to as the “Fund”).

Sec. 2 Nature of the Fund – The Fund is an equity UITF structured as a multi-class feeder fund and established in accordance with and shall be operated subject to the stipulations of this declaration 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 to existing laws.

As a feeder fund, the Fund shall invest at least 90% of its assets in a Target Fund. Further, the investments in the Target Fund shall not exceed 10% of the total net asset value of all share classes of the Target Fund. The investment objective of the Target Fund shall be similar to that of the Fund.

To promote operational efficiency and to eliminate the need to create separate UITFs with different fee structures but with the same objectives and strategies, the Fund offers investors access to the multi-class UITF. Each class may be subject to different conditions including, but not limited to, trustee fees and expenses, amount of minimum subscription, the minimum holding period, charges and target participants. The details of the different share classes of the Fund are specified in Appendix I.

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

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

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.

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 the trust, fiduciary, or investment management funds may invest such funds in the Fund, if allowed under a policy approved by its Board of Directors.

Description of the Fund – The features of the Fund shall be described in **Appendix I** which is attached hereto and made an integral part hereof.

Sec. 3 Investment Objectives and Policy – The assets of the Fund shall be invested in the Target Fund and in other investment outlets described/specified in **Appendix I** hereof and shall be held and disposed of in accordance with such investment objectives and policies as likewise specified in **Appendix I**.

The Trustee shall make available to all Participants a list of prospective and outstanding investment outlets which shall be updated at least quarterly. Such disclosure shall be in the form prescribed Appendix Q-33 of Section 414-Q of the Manual of Regulations for Non-Bank Financial Institutions (the Key Information and Investment Disclosure Statement or KIIDS). The Trustee shall also make available to all Participants all relevant information about the Target Fund, which at a minimum shall include: (i) fund manager; (ii) latest available outstanding investments of the Target Fund; (iii) fund objectives; (iv) NAV/NAVPu; (v) historical performance; and (vi) total expense ratio.

ARTICLE III PARTICIPATION: ADMISSION & REDEMPTION

Sec. 1 Qualified Participant (Requirements and Restrictions) – Prior to acceptance of the initial participation in the Fund, the Trustee or its duly authorized representative shall perform a Client Suitability Assessment (CSA) for the purpose of profiling the risk return orientation and suitability of the client to the Fund. The Fund is suitable for investors with aggressive risk profile.

Participation in the Fund shall be open to Participants with legal capacity to contract and subject to the other conditions, rules or procedures stipulated in **Appendix I** hereto and those stipulated by the Trustee which it deems to be advantageous or to the best interest of the Fund.

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 unit. In the case of multi-class fund, units shall be issued as units in a class of fund. The beneficial interest of each participation unit shall be determined under the unitized net asset value per unit (NAVPu) valuation methodology defined herein and no participation shall be admitted to, or redeemed from, the Fund or class of a Fund, except on the basis of such valuation and in such frequency as indicated in **Appendix I** hereto.

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 referred to as pooled-fund accounting method. The investments of a multi-class fund shall remain as one pool and are not separately allocated to classes.
- Sec. 2 Distribution Channel – The Fund shall be distributed exclusively in distribution channels duly authorized by the Trustee and allowed under existing regulations.
- Sec. 3 Expansion and Contraction of Fund – Admissions of participations in the Fund shall serve to expand the Fund's total outstanding units. Conversely 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 subscription of units arrived at by dividing the amount of investment by the applicable NAVpu. On the other hand, every redemption of participation/s from the Fund shall be evidenced by a redemption of units arrived at by dividing the amount of redemption by the applicable 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 net asset value (NAV) computation. The income of the Fund, therefore, shall be allocated to the Participants on a pro rata and pari-passu basis depending on 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. The actual distribution or realization of income shall take place every time redemption of units from the Fund is made, to the extent of the number of units redeemed.

ARTICLE V VALUATION OF THE FUND AND PARTICIPATION UNITS

- Sec. 1 Valuation of the Fund – The Trustee's Fund Administrator (the "Fund Administrator") shall compute the NAV of the Fund daily subject to the following rules:
- (a) On "Valuation Day" which shall mean a trading day where the Fund is made available for admission 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 fees, applicable taxes, and other qualified expense as defined herein. The determination of 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 more specifically described in **Appendix I** hereof.
- Sec. 2 Valuation of Participation in Units – The valuation of participation in 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 cause the publication of the NAVpu of all the unit classes of the Fund at least weekly in one or more newspaper of national circulation. The daily NAVPu, as well as the historical NAVPus, shall be available in the Trustee's website. The presentation of

historical NAVPlus/performance is for reference purposes only and is not a guarantee of future or similar result.

Sec. 3 Fees and Expenses of the Fund –

- (a) Trustee's Fees – The Trustee shall charge against the Fund regular trust fees in the percentage indicated in **Appendix I** hereto on a per annum basis based on the NAV of the Fund as its compensation for the administration and management of the Fund. These fees shall accrue and shall be collectible from the Fund, as and when the same becomes due, at such times as indicated in **Appendix I**. The trust fees shall be uniformly applied to all Participants of the following share classes of the Fund: the USD Share Class A, the PHP-Hedged Share Class A, and the PHP-Unhedged Share Class A. Said fee may be increased or decreased in the future as may be warranted by circumstances then existing, subject to the requirements under the Plan rules Section of Section 414-Q of the Manual of Regulations for Non-Bank Financial Institutions. In the event the trust fees are changed, such change shall be charged prospectively. The USD Share Class I and PHP-Unhedged Share Class I are zero fee share classes. The trust fee for Participants in the USD Share Class I and PHP-Unhedged Share Class I is charged at the bespoke (segregated) account level based on their respective Trust Agreement and/or Investment Management Agreement with the Trustee or at the Investor Fund level in case of UITFs offered by the Trustee.
- (b) Special Expenses – The Trustee may charge the Fund for special expenses if the same is necessary to preserve or enhance the value of the Fund. Such special expenses shall be payable to pertinent third party or parties covered by separate contract/s, and disclosed to the Participants in the KIIDS.
- (c) Collection of Fees from Target Fund or Target Fund Manager – Investor funds may collect trust fees from Target Funds or its fund managers either in the form of rebates of management fees or in the form of marketing expense of the Target Fund, that redounds to the investor fund. Appropriate disclosures shall made by the Trustee to the investors on the collection of trust fees from the target funds whether in the form of rebates or marketing expenses.

**ARTICLE VI
TRUSTEE POWERS & LIABILITIES**

Sec. 1 Management of the Fund – The Trustee shall have the exclusive management, administration, operation and control of the Fund, and the sole right at any time to sell, convert, reinvest, exchange, transfer or otherwise change or dispose of the assets comprising the Fund taking into consideration the investment objective and investment policy of the Fund.

However, if the Trustee deems it proper and beneficial for the Fund, the Trustee may engage the services of third party/ies as investment advisor or manager of the Fund; provided that, it is disclosed to the Participants and the BSP is duly notified thereof with the pertinent documents on the hiring of 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 – In addition to powers stipulated in **Appendix I**, 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 have exclusive management and control of the Fund, 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 taking into consideration the investment objective and investment policy of the Fund;
- c. To hold, place, invest and reinvest the Fund with full discretionary powers, and without distinction, as to the principal and income in investments stipulated in Article II, Section 3 hereto and in such investments it may deem sound and appropriate, subject only to the limitations of the investment objectives and policies of the Fund stated in Article II, Section 3 hereof;
 - d. To select the Target Fund and switch target funds as circumstances warrant in accordance with the provisions of Article IX;
 - e. To deposit in any bank or financial institution, such portion of the Fund as allowed under this Declaration of Trust, subject to the requirements under the Exposure limits section of Section 414-Q of the Manual of Regulations for Non-Bank Financial Institutions;
 - f. To register or cause to be registered any securities of the Fund in nominee or bearer form;
 - g. 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 directly be responsible to the Trustee for any investment actions and decisions undertaken for the Fund;
 - h. To hire and compensate legal counsel/s, certified public accountant/s and other specialist/s in connection with administration and management of the Fund and the protection or advancement of its legal and other interests;
 - i. 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;
 - j. To collect, receive and receipt for income, dividends, interest, profits, increments and such other sums accruing or due to the Fund;
 - k. To reject any invalid or improper application of fund switching in whole or in part (including any applications which the Trustee knows to be or has reasons to believe to be related to market timing or from Participants whom it considers to be excessive traders).
 - l. To pay out of the Fund all costs, expenses, and proper charges incurred in connection with the administration, preservation, maintenance and protection of the Fund;
 - m. To hold cash in excess of the 10 percent (10%) regulatory limit while in the process of switching of target fund and investing of additional subscriptions into the target fund; and
 - n. To perform such acts which are necessary or desirable for the proper administration and management of the Fund.

Sec. 3 **Liability of the 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 Participant’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 this Fund creates a trust arrangement and is 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 the NAVPu and shall be for the account and risk of the Participant.

ARTICLE VII RIGHTS OF PARTICIPANTS

- Sec. 1 Right to Inspect Declaration – A copy of this Declaration of Trust 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. Upon request, a copy of the Declaration of Trust shall be furnished such interested person.
- Sec. 2 Disclosure of Investments – A list of existing and prospective investments of the Fund shall be made available to Participants. Such disclosure shall be substantially in the form provided under Appendix Q-33 of Section 414-Q of the Manual of Regulations for Non-Bank Financial Institutions. Notwithstanding the disclosure requirement in the form prescribed under Appendix Q-33 mentioned above, upon request, Participants in the Fund shall be furnished a quarterly list of investments held by the Fund.
- Sec. 3 Disclosure of Risks – Participants shall be informed of the risks attendant to this type of Fund through a “Risk Disclosure Statement”.
- Sec. 4 Redemption of Participations – A notice of amendments to 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 Article IX, hereof.
- Sec. 5 Rights Upon Termination of Plan – In case of termination of the Plan, the Participants shall have (a) the right to be notified at least thirty (30) business days prior to the actual termination of the Fund in accordance with Article IX, Section 2 hereof and, (b) upon demand, the right to inspect or be provided a copy of the financial statement used as a the 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. 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 copy of the report, or a notice that the report is available and that a copy thereof will be furnished upon request, without charge, shall be sent to each Participant.

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 Plan 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 those who are not in conformity with the amendments made shall be allowed to withdraw their participations within (30) calendar days after the amendments

are approved 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 Trustee with the prudential criteria prescribed by the BSP. For this purpose, the Trustee shall submit all required documents to the BSP within ten (10) business days from approval of the amendments by the Board of Directors of the Trustee. Provided, finally, That amendments to the Plan Rules 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. Switching of the Target Fund with another collective investment (CIS) may be deemed necessary in case of any, but not limited to the following:

1. Performance vis-à-vis expectations;
2. Change in 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; and
6. Market conditions which in the reasonable opinion of the Investor Fund Trustee warrant a change in target fund.

In such instances, the Participants shall be provided with a formal notice which may be supplemented by any of the following means:

1. E-mail;
2. Notification in sales premises; and
3. Announcement in the Trustee's official website.

No change shall be implemented within thirty (30) calendar days from the initial notification to the Participants. However, the Trustee may decide to switch to another target fund earlier than the thirty (30) calendar day notification period if the new target fund has a similar investment objective with the Fund and, in the reasonable opinion of the Trustee, market conditions warrant a faster change to the new target fund. Switching of the Target Fund with another target fund with a similar investment objective shall not be considered as an amendment within this section.

(b) Material Changes in a Target Fund's Structure. Material changes in the Target Fund shall require re-assessment and review by the Trustee. 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;
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; and
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 Participants via the means enumerated in the previous Section 1 (a).

Sec. 2 Termination – This Plan may be terminated by a resolution of the Board of Directors of the Trustee when, in sole judgment of the Trustee, continued operation thereof is no longer viable or by reason of a change in the Trustee’s business strategy. The resolution shall specify the effective date of such termination. A copy of the resolution shall be submitted to the appropriate department of the BSP. At the discretion of the Trustee’s Board of Directors, it 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 Plan, the Trustee shall notify the Participants accordingly.

Following the approval of the termination of the Plan but at least thirty (30) business days prior to the actual termination of the Fund, the Trustee shall provide notice of the termination of the Funds to the remaining Participants. Such notice may be made by the Trustee by way of direct written notice to each Participant or through the posting of notices in the premises of the head office and branches, as well as in the corporate website, of the Trustee. Upon termination, the Trustee shall prepare a financial statement of the Fund which shall be made the basis for distribution to the Participants.

**ARTICLE X
OTHER TERMS AND CONDITIONS**

This Declaration of Trust is further subject to the other terms and conditions set forth in **Appendix I** (Fund Specifications).

IN WITNESS THEREOF, Manulife Investment Management and Trust Corporation has caused this Declaration of Trust to be signed on _____ at Makati City, Metro Manila.

**MANULIFE INVESTMENT MANAGEMENT AND TRUST CORPORATION
(TRUSTEE)**

By:

**MACARIA TRINIDAD F. GASPAR
President**

SIGNED IN THE PRESENCE OF:

STANLEY RAYMUND V. CABRERA V
Risk Officer

PAUL JEFFREY C. LU
Head of Wealth Solutions

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S. S.

BEFORE ME, a Notary Public for and in the above jurisdiction, on this day of _____ at _____, personally appeared the following, exhibiting to me the following described Competent Evidence of Identity (CEI) in accordance with the 2004 Rules of Notarial Practice:

Name	CEI
Macaria Trinidad Gaspar	

known to me and by me known to the same persons who executed the foregoing Declaration of Trust consisting of _____ pages including its annex documents and this page wherein this acknowledgment is written and who acknowledged to me that the same is their free and voluntary act and need.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed on every page hereof of my notarial seal at the place and on the date first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022

APPENDIX I

MANULIFE AMERICAN GROWTH EQUITY FEEDER FUND A Multi-Class Unit Investment Trust Fund

FUND SPECIFICATIONS

1. Investment Objective

- (a) The Fund is an equity UITF structured as a feeder fund that aims to maximize total return by investing all or substantially all of its assets in a collective investment scheme (CIS), the Target Fund. The Target Fund aims to achieve capital growth by investing at least 70% of its net assets in a portfolio of equity and equity related securities of North American companies, with the main emphasis on the U.S. Such equity and equity related securities include common stocks, preferred stocks and depositary receipts.

The Target Fund will invest at least 70% of its net assets in securities of a carefully selected list of large capitalisation companies. The Target Fund may also invest its remaining assets in smaller and medium-sized quoted companies.

The Target Fund is the Manulife Global Fund (MGF) U.S. Equity Fund. The Fund will be invested in the institutional zero-fee share class or the I3 share class of the MGF U.S. Equity Fund. The details of the MGF U.S. Equity Fund are shown in Appendix III.

Pursuant to existing BSP rules and regulations, as a feeder fund, the Fund is mandated to invest at least 90% of its assets in the Target Fund.

- (b) Benchmark. The benchmark of the Fund is the S&P 500 Index.

2. Investment Policy

The Fund shall invest at least 90% of its assets in the Target Fund. The investment in the Target Fund shall not exceed 10% of the total net asset value of the Target Fund.

While the Target Fund will invest in accordance with its investment objective and strategy, subject to applicable laws and regulations, the Target Fund is not otherwise subject to any limitation on the portion of its net assets that may be invested in any one country or sector. The Target Fund's investments are primarily denominated in U.S. Dollars.

It is not the intention of the Target Fund to invest more than 10% of its net assets in securities issued, or guaranteed, by any single sovereign (including the relevant government, public or local authority) which has a credit rating that is below investment grade (i.e. below Baa3 by Moody's or BBB- by Standard & Poor's or Fitch).

The portion of the Fund that is not invested in the Target Fund, which shall not exceed 10% of the assets of the Fund, may be invested and/or reinvested in other investments allowed under the regulations issued by the BSP:

- bank deposits;
- securities issued by or guaranteed by the Philippine government, or the BSP;
- tradable securities issued by the government of a foreign country, any political subdivision of a foreign country or any supranational entity;
- exchange-traded securities;
- marketable instruments that are traded in an organized exchange;
- loans traded in an organized market;

- loans arising from repo agreements which are transacted through an exchange recognized by the SEC, subject to the condition that the repo contracts may be pre-terminated lawfully by the trust entity administering the UITF and acting as lender, with due notice to its counterparty and the market operator; and
- such other tradable investment outlets/categories as the BSP may allow.

In case the Fund is switching from one Target Fund to another Target Fund, the portion of the Fund not invested in the Target Fund may exceed the said 10% limit.

The Fund may avail itself of financial derivative instruments solely for the purpose of hedging risk exposures of its existing investments provided these are disclosed to Participants, are accounted for in accordance with existing BSP hedging guidelines as well as the Trustee's risk management and hedging policies duly approved by the Board of Directors and all the requirements for hedging transactions under Philippine Accounting Standards (PAS) are observed. The risk exposures include those enumerated in the Risk Disclosure Statement of the Trustee's UITFs.

(a) Exposure Limit

The 15% single 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 investments in the Target Fund shall not exceed 10% of the total net asset value of the Target Fund. In case the limit is breached due to the marking-to-market of certain investment/s or any extraordinary circumstances, e.g. abnormal redemptions which are beyond the control of the Trustee, the Trustee shall be given thirty (30) days from the date of receipt of report indicating the net asset value of the fund to correct the same. In case of such an event, the Fund may hold more than 10% of its assets in cash and cash equivalents, and/or other allowable investments for UITFs under BSP regulations while in the process of divesting the excess investment over the 10% exposure limit to the Target Fund and/or switching to another Target Fund.

(b) Counterparties

The Fund may invest in a target fund that is administered by the Trustee or its related party/company, provided, that: (i) there shall be no cross-holding between the investor fund and the target fund, where cross-holding refers to the holding of shares/units of participation in one another by two (2) or more funds; (ii) all initial charges on the target fund are waived; and (iii) the trust/management fee shall be charges only once, either at the level of the investor fund or at the level of the target fund.

3. **Qualified Participants** - Participation in the Fund shall be open to all persons with legal capacity to enter into contracts except those who are considered United States (US) Persons under applicable US laws and regulations. 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 an aggressive risk profile. In order to minimize risks and maximize returns, the Participants are recommended to stay invested in the Fund for more than five (5) years.
4. **Structure** – To promote operational efficiency and to eliminate the need to create separate UITFs with different fee structures but with the same objectives and strategies, the Fund offers investors access to the multi-class UITF. Each class may be subject to different conditions including, but not limited to, trustee fees and expenses, amount of minimum subscription, the minimum holding period, charges and target participants.

Available share classes:

- USD Share Class I. This share class is available for investment only by institutional investors with bespoke (segregated) accounts managed by the Trustee and UITFs offered by the Trustee. Share Class I is a zero management fee share class as the management fee of the Trustee is charged at the bespoke account level or the Investor Fund level in the case of UITFs offered by the Trustee.
 - USD Share Class A (base currency). This share class is available for investment by retail investors that prefer investment in the USD share class but are not eligible to invest in the USD share class I.
 - PHP-Hedged Share Class A. This share class aims to provide investors with a return correlated to the USD share class A by reducing the currency risk between the share class currency and the Fund's base currency. A correlated return between the USD share class A performance and the PHP-Hedged share class is achieved by transacting a foreign exchange forward at the share class level to hedge currency movement. The hedge ratio shall be set at a tolerance range to avoid frequent rebalancing of trades.
 - PHP-Unhedged Share Class A. This share class shall provide a return equal to the USD share class A plus or minus the foreign exchange movement of US Dollar relative to the Philippine peso.
 - PHP-Unhedged Share Class I. This share class is available for investment only by institutional investors with bespoke (segregated) accounts managed by the Trustee and UITFs offered by the Trustee. Share Class I is a zero management fee share class as the management fee of the Trustee is charged at the bespoke account level or at the Investor Fund in the case of UITFs offered by the Trustee. This share class shall provide a return equal to the USD share class I plus or minus the foreign exchange movement of US Dollar relative to the Philippine peso.
5. **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 guidelines¹, such that for equity securities listed in the stock exchange traded in the Philippines, reference shall be same day closing price at the Philippine Stock Exchange; and for equity securities traded abroad, reference shall be the latest available closing price from the exchange where the securities are traded. For the Target Fund, the reference shall be the applicable NAV per share, which is accessible in the morning of the next business day.
- (a) The NAV of the Fund 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
+	<u>All other assets and receivables</u>
	GROSS ASSET VALUE
-	Accrued Taxes Payable
-	Other Accrued Expenses
-	Accounts Payable
-	<u>All Other Liabilities</u>
	NET ASSET VALUE GROSS OF TRUST FEES

¹ The Trustee shall adopt a Marked-to-Market Valuation Methodology that is consistent with BSP's guidelines as shown in Sec. 414-Q "Allowable Investments and Valuation" and Appendix Q-23 "Marking to Market Guidelines for Investments in Debt and Equity Securities" of the Manual of Regulations for Non-Bank Financial Institution (MORNBFI).

The NAVPu of each class shall be computed by dividing total net assets of a class by the total outstanding units of such class; where, the net assets of each class shall represent its proportionate share on the net assets of the Fund less the trustee fee and any other expenses attributable to that class. The NAVPu for each Share Class shall be computed up to four (4) decimal places as follows:

USD SHARE CLASS I

Total Net Assets of USD Share Class I

Outstanding Units of USD Share Class I

USD SHARE CLASS A

Total Net Assets of USD Share Class A
- Trust fee

Outstanding Units of USD Share Class A

PHP-HEDGED SHARE CLASS A (NAVPu is in PHP)

Total Net Assets before FX gains/losses of PHP –
Hedged Share Class A
+/- realized FX gains/losses (from rollover of the FX
forward hedge)
+/- unrealized FX gains/losses (marked-to-market
valuation of the outstanding FX forwards)
- Trust fee x USD/PHP FX reference rate

Outstanding Units of PHP – Hedged Share Class A

PHP-UNHEDGED SHARE CLASS A (NAVPU is in PHP)

Total Net Assets of PHP – Unhedged Share Class A*
- Trust fee x USD/PHP FX reference rate

Outstanding Units of PHP – Unhedged Share Class A

PHP-UNHEDGED SHARE CLASS I (NAVPU is in PHP)

Total Net Assets of PHP – Unhedged Share Class I*

Outstanding Units of PHP – Unhedged Share Class I x USD/PHP FX reference rate

*There are no adjustments for FX gains/losses because there are no FX forwards to hedge the impact of FX exchange rate movements.

For an illustration of the computation of the NAVPus across the different share classes, please refer to Appendix II.

- (b) The NAVPu of the Fund shall be computed daily and made available not later than 6:00PM of the next business day. The NAVPu shall be made available to Participants upon request. The daily NAVPu, as well as historical NAVPus, shall be also made available 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 securities 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.

6. Admission and Redemption

(a) Policies on Admission and Redemption

Description	USD Share Class I	USD Share Class A	PHP-Hedged Share Class A	PHP-Unhedged Share Class A	PHP-Unhedged Share Class I
Par Value* of the Fund	US\$ 1.00/unit	US\$ 1.00/unit	Php 50.00**/unit	Php 50.00**/unit	Php 50.00**/unit
Minimum Initial Participation	US\$ 100	US\$ 100	Php 1,000	Php 1,000	Php 1,000
Minimum Maintaining Participation***	US\$ 100	US\$ 100	Php 1,000	Php 1,000	Php 1,000
Minimum Additional Contribution	US\$ 100	US\$ 100	Php 1,000	Php 1,000	Php 1,000
Minimum Redemption	US\$ 100	US\$ 100	Php 1,000	Php 1,000	Php 1,000
Minimum Holding Period without early redemption fee	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

* The value of the NAVPu at the start of the Fund's operation.

** Subject to change depending on the USD/PHP exchange rate at the Fund's launch date

*** For those participants availing of the Regular Savings Plan (RSP) feature, the minimum additional contribution to the Fund will be in accordance with the Manulife Investment Management RSP Terms and Conditions.

Above amounts may be subsequently changed to apply on a prospective basis, subject to the rules on amendments to the Plan, as specified in Section 1 of Article IX of the Declaration of Trust of the Fund.

- (b) Settlement of Contributions and Redemption. Contributions received on or before the cut-off time shall be valued at the end of the business day immediately following the receipt of cleared funds, subject to meeting the requirements for participation in the Fund. Redemptions shall be settled eight (8) business days following the receipt of the redemption request. Redemption proceeds shall be calculated based on the applicable NAVPu to be released on the immediately succeeding business day following receipt of redemption request.
- (c) Partial redemption of unit holdings is allowed, provided that the remaining participation after redemption meets the minimum maintaining participation of the Fund. Otherwise, the Participant will have to make a full redemption. The redemption proceeds shall be based on NAVPu to be released on the business day following receipt of redemption request. A transaction advice shall be sent to the Participant indicating the remaining outstanding unit holdings, if any.
- (d) Admission and Redemption Cut-off Time. Admission and/or notice of redemption received by the Trustee on or before the cut-off time of 4:00PM shall be considered as transaction for the day. However, admission/notice of redemption received after the cut-off time shall be considered as transaction for the next applicable business day. Upon initial participation, the Participating Trust Agreement and Confirmation of Participation shall be made available to the Participant. A Transaction Advice shall be provided to the Participant for subsequent transactions.
- (e) Regular Savings Plan. Additional subscriptions to the Fund may also be made through Manulife Investment Management's Regular Savings Plan (RSP). The RSP is a savings and investment facility that allows an existing participant to the Fund to make regular contributions to the Fund. The features, terms and conditions of the RSP are disclosed in the Manulife Investment

Management RSP Form, which may be downloaded from the website of the Trustee. To avail of the RSP, the existing participant to the Fund shall submit a duly completed and signed RSP Form to affirm his/her understanding and acceptance of the features, terms and conditions of the RSP.

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

Redemption Notice Period. The Participant of the Fund may redeem his/her participation on any business day. However, when in the opinion of the Trustee, the interest of the Fund/Participants so requires, the Trustee reserves the right to require from the Participants five (5) business days advance written notice of redemption of participation from the Fund. In the exercise of such right, the Trustee shall duly notify the Participants of the Fund of said five (5) business days advance written notice of redemption by way of written or electronic correspondence to each participant, or through notices posted in the Trustee's website, in the premises of the Head Office and the branches and/or marketing offices of the Trustee. The notification shall be provided by the Trustee to the Participants within two (2) business days from the determination to exercise such right.

- (g) **Switching Feature.** The participant of the Fund may at any time switch all or part of his/her unit holdings to another Fund managed by the Trustee, subject to the terms and conditions for switching prevailing at the time of exercise of this switching feature. The multiple exercise of fund switches by the participant in the same calendar year may result in the imposition of a switching fee and/or early redemption fee. The participant is advised to review these terms and conditions prior to exercising the switching feature of this Fund. The terms and conditions for switching shall be made available at the Trustee's website and may be provided to the participant upon request.

- (h) **Cooling Off Period.** The participant of the Fund who is a natural person may avail of the cooling-off period of two (2) business days immediately following the approval of the participation to cancel his participation without penalty, subject to submission of a written notice to Manulife Investment Management during the cooling off period. The settlement amount shall be calculated based on the NAVPu of the Fund to be released on the immediately succeeding business day following the receipt of the notice to avail of the cooling off period.

7. **Currency**

Participation and redemption shall be paid in US dollar for the USD share class I and A. Participation and redemption shall be paid in Philippine Pesos for the PHP-Hedged share A, PHP-Unhedged share class A and PHP-Unhedged share class I.

8. Fees and Expenses

Fees and Expenses	USD Share Class I	USD Share Class A	PHP-Hedged Share Class A	PHP-Unhedged Share Class A	PHP-Unhedged Share Class I
Trust Fee (as a % p.a. of NAV)*	N/A	1.75%	1.75%	1.75%	N/A
Early Redemption Fee	N/A	N/A	N/A	N/A	N/A
External Audit Fees	Based on approved billings	Based on approved billings	Based on approved billings	Based on approved billings	Based on approved billings
Custody Fees	Based on approved custody fee structure	Based on approved custody fee structure	Based on approved custody fee structure	Based on approved custody fee structure	Based on approved custody fee structure
Fund Administration Fee	Based on approved fund administration fee structure	Based on approved fund administration fee structure	Based on approved fund administration fee structure	Based on approved fund administration fee structure	Based on approved fund administration fee structure

*The said fees shall be accrued daily and shall be collectible from the Fund on a monthly basis.

- (a) Illustration on impact of fees and charges imposed by the Target Fund on the cost of investing in the Fund

The Participant shall face the following fees and charges for his investment in the Fund on a pro-rata basis:

Directly	Indirectly (from the Target Fund)
<ul style="list-style-type: none"> - Trust Fee applicable to the share class - External Audit Fees, Custody Fees and Fund Administration Fees 	<ul style="list-style-type: none"> - No additional fees as the Fund will invest in the institutional zero-fee share class or I3 share class of the Target Fund - In the event the Trustee decides to switch out from the Target Fund into another MGF fund, a Switching Charge of up to 1% of the Net Asset Value (of the shares being switched)

- (b) Overall impact of fees and charges imposed by the Target Fund on the cost of investing in the Fund

Since there is no double-charging of fees, as the Fund will invest in the institutional zero-fee share class or I3 share class of the Target Fund, there is no impact on the fees and charges to the Fund due to the feeder fund structure or layered investment structure of the Fund.

However, in the event that the Trustee decides to switch out from the Target Fund into another MGF fund, the Switching Charge of 1% of the Net Asset Value (of the shares being switched) will effectively increase the fees and charges to the Fund due to the feeder fund structure or layered investment structure of the Fund.

The fees and expenses chargeable to the Fund shall be allocated across the different share classes on a pro-rata basis based on the NAV of each share class at the beginning of the day. For an illustration of the allocation of fees and expenses, please refer to Appendix II.

9. **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 Custody Agreement. The Fund's custodian bank is The Hongkong and Shanghai Banking Corporation Limited – Philippine Branch.
10. **Fund Administrator** – The Fund's administrator is The Hongkong and Shanghai Banking Corporation Limited – Philippine Branch.
11. **Key Risks**
 - (a) **Market /Price Risk** - This is the possibility for an investor to experience losses due to changes in market prices of securities (e.g. bonds and equities). It is the exposure to the uncertain market value of a portfolio due to price fluctuations.
 - (b) **Interest Rate Risk** - This is the possibility for an investor to experience losses due to changes in interest rates. The purchase and sale of a debt instrument may result in profit or loss because the value of a debt instrument changes inversely with prevailing interest rates.
 - (c) **Liquidity Risk** - This is the possibility for an investor to experience losses due to the inability to sell or convert assets into cash immediately or in instances where conversion to cash is possible but at a loss. These may be caused by different reasons such as trading in securities with small or few outstanding issues, absence of buyers, limited buy/sell activity or underdeveloped capital market.
 - (d) **Credit/Default Risk** - This is the possibility for an investor to experience losses due to a borrower's failure to pay principal and/or interest in a timely manner on instruments such as bonds, loans, or other forms of security which the borrower issued.
 - (e) **Reinvestment Risk** - This is the risk associated with the possibility of having lower returns or earnings when maturing funds or the interest earnings of funds are reinvested.
 - (f) **Foreign Exchange Risk** – This is the possibility for an investor to experience losses due to fluctuations in foreign exchange rates.

Participants in the USD Share Classes I and A will not be exposed to fluctuations in the USD/PHP exchange rate as their subscriptions shall be in USD.

The PHP – Hedged Share Class A allows subscriptions in PHP and aims to provide participants with a return correlated to the USD performance of the Fund by reducing the effect of the USD/PHP exchange rate fluctuations. However, the currency hedge is not perfect and is structured to reduce, but not totally eliminate, the currency exposure of the PHP – hedged share class to the USD, which is the base currency of the Fund. Thus, participants in the PHP – Hedged Share Class A will still be exposed to foreign exchange risk.

The PHP – Unhedged Share Class A and PHP – Unhedged Share Class I also allows subscriptions in PHP but without any currency hedging between the PHP and the USD, which is the base currency of the Fund. Thus, participants in the PHP – Unhedged Share Class A and PHP – Unhedged Share Class I are fully exposed to fluctuations in the USD/PHP exchange rate.

APPENDIX II
**MANULIFE AMERICAN GROWTH EQUITY FEEDER FUND
A Multi-Class Unit Investment Trust Fund**
NAVPU CALCULATION FOR A MULTI-CLASS MULTI-CURRENCY FUND

For funds setup as multi-class multi-currency in MultiFonds®,² all calculations will be done in the fund base currency first. NAVPu will be calculated in fund base currency as well. After that, there will be an additional step to convert the calculated NAV price in fund base currency to class currency, as illustrated below:

Fund Base Currency: **USD**

Report: **NET ASSET VALUE CALCULATION**

- **Subscription/Redemption – Class Level**

	Total NAV (All Share Classes)	USD Share Class I (No Fee Class)	USD Share Class A	PHP Hedged Share Class A	PHP Unhedged Share Class A	PHP Unhedged Share Class I (No Fee Class)
Beginning of Day NAV	3,000.00	900.00	600.00	600.00	600.00	300.00
Allocation Ratio (%)	100.00%	30.00%	20.00%	20.00%	20.00%	10.00%
Subscription	500.00	200.00	-	-	100.00	200.00
Redemption	(400.00)	(100.00)	(100.00)	(100.00)	-	(100.00)
Net Subscriptions/ (Redemptions)	100.00	100.00	(100.00)	(100.00)	100.00	100.00

Report: **SPLIT OF P&L**

	Total NAV (All Share Classes)	USD Share Class I (No Fee Class)*	USD Share Class A	PHP Hedged Share Class A	PHP Unhedged Share Class A	PHP Unhedged Share Class I (No Fee Class)*
Allocation Ratio (%)	100.00%	30.00%	20.00%	20.00%	20.00%	10.00%
Net Gains	30.00	9.00	6.00	6.00	6.00	3.00
Other Exp	(3.00)	(0.90)	(0.60)	(0.60)	(0.60)	(0.30)
Trust Fees	(1.05)	-	(0.35)	(0.35)	(0.35)	-
FX G/L	(1.00)	-	-	(1.00)	-	-
Total P&L	24.95	8.10	5.05	4.05	5.05	2.70

*Note: No trust fees are charged to the USD Share Class I and PHP Unhedged Share Class I. FX G/L refer to those in relation to the hedging activities; realized for actual roll overs of the FX forwards and unrealized for marked-to-marking the outstanding FX forwards.)

²MultiFonds® is the system used by Manulife Investment Management's Fund Administrator, HSBC. MultiFonds® is a fund administration software which provides fund accounting, portfolio accounting and investor servicing and transfer agency on a single platform. MultiFonds® is a product of Temenos Group AG, a Geneva-based provider of market leading software for banking and finance.

- **NAV per unit in fund base currency**

	Total NAV (All Share Classes)	USD Share Class I (No Fee Class)	USD Share Class A	PHP Hedged Share Class A	PHP Unhedged Share Class A	PHP Unhedged Share Class I (No Fee Class)
Beginning of Day NAV	3,000.00	900.00	600.00	600.00	600.00	300.00
Total P&L	24.95	8.10	5.05	4.05	5.05	2.70
Net Subscriptions/ (Redemptions)	100.00	100.00	(100.00)	(100.00)	100.00	100.00
NAV after Subscriptions/ Redemptions	3,124.95	1,008.10	505.05	504.05	705.05	402.70
Outstanding shares after Subscriptions/ Redemptions	3,098.8865	999.1080	500.8346	500.6705	699.1654	399.1080
NAVPu (in USD)		1.0090	1.0084	1.0068	1.0084	1.0090

Additional step to convert the NAV price in fund base currency to class currency.

USD Share Class I – in USD base currency

USD Share Class A – in USD base currency

PHP Hedged Share Class A – in PHP currency

PHP Unhedged Share Class A – in PHP currency

PHP Unhedged Share Class I – in PHP currency

	USD Share Class I (No Fee Class)	USD Share Class A	PHP Hedged Share Class A	PHP Unhedged Share Class A	PHP Unhedged Share Class I (No Fee Class)
NAVPu (in USD)	1.0090	1.0084	1.0068	1.0084	1.0090
FX rate	1	1	53	53	53
NAVPu (in Share Class currency)	1.0090	1.0084	53.3604	53.4452	53.4770

Note: All figures used are for illustration purposes only.

APPENDIX III

**MANULIFE AMERICAN GROWTH EQUITY FEEDER FUND
A Multi-Class Unit Investment Trust Fund**

TARGET FUND: MANULIFE GLOBAL FUND U.S. EQUITY FUND

Fund Type	The Target Fund is an Equity Fund
Share Class	<p>I3 Share Class features:</p> <p>Currency: USD Frequency of Distribution: Annual Initial Charge: N/A Switching Charge: Up to 1% of the Net Asset Value of the shares being switched Redemption Charge: N/A Management Fee: None Performance Fee: N/A</p> <p>Formation Expenses: Formation expenses for Class I3 of the MGF U.S. Equity Fund and the other funds specified in MGF Prospectus amounted to approximately US\$19,000 in aggregate and are amortised over a 5-year period commencing from the inception date, or such other period as the MGF Board may determine.</p>
Investment Manager	<p>Manulife Investment Management (US) LLC</p> <p>Manulife Investment Management (US) LLC (MIM US) is a wholly-owned subsidiary of Manulife Financial Corporation (MFC). MIM US was organized in 1968 and registered with the SEC as an investment adviser in 1992. It is part of Manulife Investment Management, the global asset management arm of the MFC.</p> <p>MIM US is headquartered in Boston, MA and also has investment teams in Berwyn, PA, Charlotte, NC and Lake Forest, IL. Each office provides investment management services in a variety of different platforms including advisory and sub-advisory investment management services provided to certain affiliated and non-affiliated U.S. and non-US investment funds, institutional clients and separately managed account program clients.</p>
Investment Objective	<p>The MGF U.S. Equity Fund aims to achieve capital growth by investing at least 70% of its net assets in a portfolio of equity and equity related securities of North American companies, with the main emphasis on the U.S. Such equity and equity related securities include common stocks, preferred stocks and depositary receipts.</p> <p>The MGF U.S. Equity Fund will invest at least 70% of its net assets in securities of a carefully selected list of large capitalisation companies. The MGF U.S. Equity Fund may also invest its remaining assets in smaller and medium-sized quoted companies.</p>
Investment Policy	<p>While the MGF U.S. Equity Fund will invest in accordance with its investment objective and strategy, subject to applicable laws and regulations, the MGF U.S. Equity Fund is not otherwise subject to any limitation on the portion of its net assets that may be invested in any one country or sector. The MGF U.S. Equity Fund's investments are primarily denominated in U.S. Dollars.</p> <p>It is not the intention of the MGF U.S. Equity Fund to invest more than 10% of</p>

	its net assets in securities issued, or guaranteed, by any single sovereign (including the relevant government, public or local authority) which has a credit rating that is below investment grade (i.e. below Baa3 by Moody's or BBB- by Standard & Poor's or Fitch).
Specific Risk Factors	In addition to the risks set out in Item No. 11 of Appendix I, the following specific risk factors are also applicable: <ul style="list-style-type: none"> • Natural Resources Sector Risk • Small-Cap Risks • Taxation Risk • FDIs other than for Investment Purpose
Jurisdiction of Target Fund	The Target Fund is subject to the laws and regulations of Luxembourg. The Target Fund is authorized in Luxembourg and is regulated by the Commission de Surveillance du Secteur Financier (CSSF).

For more information on the Target Fund, the Prospectus is available at www.manulifeglobalfund.com; while the Fund Fact Sheet is available at www.manulifefunds.com/us.