

DECLARATION OF TRUST

LANDBANK
PERSONAL EQUITY AND RETIREMENT ACCOUNT
GLOBAL \$ FUND
(“LANDBANK PERA GLOBAL \$ Fund”)
A PERA UNIT INVESTMENT TRUST FUND

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Trust, made and executed by:

LAND BANK OF THE PHILIPPINES, a government financial institution created and existing under and virtue of Republic Act No. 3844, as amended, and duly authorized to perform trust and other fiduciary functions through its Trust Banking Group (LBP-TBG), with principal office address at LANDBANK Plaza 1598 M. H. del Pilar cor. Dr. J. Quintos Streets, Malate, Manila, represented in this act by its authorized signatories, hereinafter referred to as the **TRUSTEE**.

WITNESSETH:

WHEREAS, in order to support the States promotion of long-term fiscal sustainability for persons, capital market development and savings mobilization, through the Personal Equity and Retirement Account (“PERA”), the Trustee, under: Board Resolution No. 15-520 dated 27 July 2015, approved the **LANDBANK PERSONAL EQUITY AND RETIREMENT ACCOUNT GLOBAL \$ Unit Investment Trust Fund (“LANDBANK PERA GLOBAL \$ Fund”)** in accordance with the relevant regulations issued by the Bangko Sentral ng Pilipinas (BSP) and Republic Act 9505, known as the PERA Act of 2008 and its implementing rules and regulations.

NOW THEREFORE, the **TRUSTEE** establishes and declares hereby that it has created, and shall manage and administer a **Personal Equity and Retirement Account Unit Investment Trust Fund (PERA UITF)** for the collective investment of funds of various PERA Contributors under the terms and conditions herein below set forth:

ARTICLE I
DEFINITION OF TERMS

Section 1.1 Whenever used in this Declaration, and unless the context otherwise requires, the term,

- a) “Confirmation of Participation” or “COP” or “Confirmation” shall mean the instrument issued by the Trustee to a Contributor or Trustor as evidence of participation in the Fund.
- b) “Fund” shall mean the LANDBANK Personal Equity and Retirement Account Global \$ Fund or LANDBANK PERA Global \$ Fund.
- c) MORB” shall mean the Manual of Regulations for Banks of the BSP.
- d) “Plan” shall mean this Declaration of Trust establishing and governing the Fund.

- e) "Administrator" shall mean the accredited PERA Administrator assigned to the Trustor, with duties functions as prescribed under the R.A. 9505 (PERA Act of 2008)
- f) "Trust Account" shall mean the individual/s, corporate entities or other trust, fiduciary or investment management funds which the Trustee simultaneously administers.
- g) "Trustee" shall mean the Land Bank of the Philippines -Trust Banking Group or LBP-TBG.
- h) "Trustor" or "Contributor" or "PERA Contributor" shall mean the individual named in the COP.

ARTICLE II
LANDBANK PERSONAL EQUITY AND RETIREMENT ACCOUNT
GLOBAL \$ UNIT INVESTMENT TRUST FUND

Section 2.1 The **LANDBANK PERA Global \$ Unit Investment Trust Fund (LANDBANK PERA Global \$ Fund)** is a unit investment trust fund (UITF) classified as dollar bond fund and maintained by the Trustee exclusively for the collective investment and reinvestment of certain monies received by it in its capacity as Trustee and PERA product provider. Such monies received shall be evidenced by a Confirmation of Participation (COP).

Section 2.2 The Fund shall be treated as an entity separate and distinct from its constituent assets, the contributions of the PERA Contributors thereto and the other trust accounts administered by the Trustee. All assets of the Fund shall, at all times, be considered as assets held by, and vested solely in, the Trustee.

Section 2.3 The Fund aims to generate a relatively higher income through investments in Dollar-denominated fixed-income securities issued by the National Government and by local companies. The fund is ideal for moderate investors who are willing to take on moderate degree of risks for better returns.

It aims to achieve a rate of return (gross of trust fee) not lower than the JP Morgan Asia Credit Index or, in its absence, any available relevant or similar benchmark. Through the Fund, the portfolio management expertise of the Trustee is made economically available to PERA Contributors.

Section 2.4 The Trustee shall be the sole trustee of the Fund and shall have full management and discretionary control thereof including the right, at any time, to sell, convert, reinvest, exchange, transfer or otherwise change or dispose of the assets comprising the Fund.

Section 2.5 The Fund shall be invested and reinvested, without distinction as to principal or income, in any or all of the following areas of investments:

- a. US\$-denominated bonds, securities, or other evidence of indebtedness issued or fully guaranteed by the Government of the Republic of the Philippines or any of its subdivisions or instrumentalities, or by the (BSP) such as, but not limited to treasury bills, fixed-rate treasury notes, retail treasury bonds, small denominated treasury bonds, treasury zero-coupon bonds;

- b. US\$-denominated bonds, securities, certificates or other evidence of indebtedness issued or guaranteed by any government instrumentality or local government units, provided that the servicing and payment of such obligations is fully guaranteed by the Republic of the Philippines or the Bangko Sentral ng Pilipinas. It is understood that the documentation of these investments shall be consistent with those listed as qualified under the UITF rules and regulations;
- c. US\$-denominated certificates of deposit of the Land Bank of the Philippines;
- d. US\$-denominated tradable loans secured by the abovementioned instruments;
- e. US\$-denominated bonds, commercial papers, notes, or debentures that are traded in an organized exchange;
- f. US\$-denominated certificates of deposit of other selected financial intermediaries for such period as the Trustee shall deem advisable;
- g. US\$-denominated loans traded in organized market, whether secured or unsecured, for such periods and under such terms and conditions as the Trustee's Board of Directors or Trust Committee may deem appropriate; and
- h. subject to prior BSP approval/authority, derivative instruments (Type 3) solely for the purpose of hedging risk exposure of the existing investments of the Fund, provided these are accounted for in accordance with existing BSP hedging guidelines and all the requirements for hedging transactions under Philippine Accounting Standards (PAS) are observed, as well as the Trust Entity's risk management and hedging policies duly approved by the Trust Committee and disclosed to participants.
- i. Other investment products similar to the above and allowed under regulations issued by the BSP.

Provided, however, that the duration of the total portfolio shall not exceed ten (10) years. Provided, further, that nothing herein shall be construed as prohibiting other investments as maybe approved/allowed by the BSP in the future and to the extent deemed proper by the Trustee, having in mind the general purpose and objectives of the Fund.

Pursuant to X410.8 of the MORB, the combined exposure of the Fund to any entity and its related parties shall not exceed fifteen percent (15%) of the market value of the fund. This limitation shall not apply to non-risk assets as defined by the BSP.

The Trustee shall be transparent at all times and maintain an audit trail for all transactions with related parties or entities. 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. The Fund shall only invest with approved counterparties qualified in accordance with the policy duly approved by the Trustee's Trust Committee. Counterparties shall be subject to appropriate limits in accordance with sound risk management principles.

Section 2.6 A list of existing and prospective investment outlets of the Fund which shall be updated quarterly shall be made available to the Participants upon request. Such disclosure shall be substantially in the form as provided in Appendix 62 of Subsection X410.7 of the Manual of Regulation for Banks hereto attached as Appendix II.

Section 2.7 To ensure that a Contributor's investment profile is matched against the investment parameters of the Fund, or to profile the risk return orientation of a Contributor, the Trustee through the Contributor's Administrator, prior to its acceptance of a Participation in the Fund, shall:

- i. Perform PERA Client Suitability Assessment (PCSA) on the Contributor. For this purpose, a Contributor shall be provided a PCSA form. The information about the Contributor shall, at the minimum, include personal data, investment objective, investment horizon, investment experience, and risk tolerance; and
- ii. Provide, for acknowledgment by the Contributor, a Pre-acceptance and General Risk Disclosure Statement (PGRDS), describing the attendant general and specific risks that may arise from investing in the Fund.

ARTICLE III POWERS AND AUTHORITIES OF THE TRUSTEE

Section 3.1 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 of the Fund, as it deems to be for the best interest of the Fund. When the Trustee may deem it proper and beneficial for the Fund, it may, however, engage the services of a third party as investment advisor or manager of a portion of the Fund; Provided, further, that said arrangement shall be covered by a written contract and that the engagement of such third party or parties is duly disclosed to the Participants.

Section 3.2 With respect to any or all assets at any time received or held by the Fund, the Trustee is authorized to do all acts, take all actions, take such proceedings, hire such agents and exercise without any restrictions thereon all rights and privileges as could be done, performed, taken or exercised by the absolute owner thereof acting in a non-fiduciary capacity, including, without in any way limiting or impairing the generality of the foregoing, the following powers and authorities:

- a. to hold legal title over the assets comprising the Fund for the benefit of the Contributors;
- 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 qualified assets comprising the Fund;
- c. to hold, place, invest and reinvest the Fund with full discretionary powers, and without distinction, as to principal and income in investments in such investment objectives and policies of the Fund stated herein;
- d. to deposit in any bank or financial institution, including its own bank, any portion of the Fund, subject to the requirement of Subsection UX410.8of the MORB;
- 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 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 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 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, receive and issue receipt for income, dividends, interest, profits, increments and such other sums accruing or due to the Fund; and
 - j. to pay out of the Fund all costs, expenses, and proper charges incurred in connections with the administration, preservation, maintenance and protection of the Fund.

Section 3.3 The Trustee shall administer the Fund with the skill, care, prudence and diligence that a prudent man, acting in like capacity and familiar with such matters, would exercise in the conduct of an enterprise of like character and with similar aims under the circumstances then prevailing.

Section 3.4 The Trustee shall formulate and implement investment strategies and programs for the Fund, giving due consideration to available investments and the prevailing investments markets. Returns that shall redound to the benefit of the Contributors as a result of investments made by the Trustee shall, at all times, be dependent on the actual performance of the Fund.

Section 3.5 In the absence of fraud, bad faith or gross negligence, the Trustee shall not be liable for any loss or depreciation in value or diminution in income resulting from investments made by the Trustee in accordance with the Plan.

Section 3.6 The Trustee shall designate clearly upon its records, the trust accounts owning participation in the Fund and the extent of the interest of such accounts. No trust account holding a participation in the Fund shall have or be deemed to have any ownership or interest in any particular account or investment of the Fund but shall have only its proportionate beneficial interest in the Fund.

ARTICLE IV UNITS OF PARTICIPATION

Section 4.1 The interest of each Participant shall be represented by units of participation in the Fund to be evidenced by a Confirmation of Participation issued by the Trustee. The minimum initial participation in the Fund shall be such number of units equivalent to an amount that shall be not less than TWO HUNDRED U.S. DOLLARS (US\$200.00). Each additional contribution shall be in such amount as will result to a certain number of units of participation the equivalent of which shall in no case be less than ONE HUNDRED U.S. DOLLARS (US\$100.00). Each unit of the Fund shall be of uniform rights and privileges with the other units of the Fund. The

beneficial interest of each unit of participation shall be determined by the net asset value per unit (NAVPU) valuation methodology defined herein.

Section 4.2 In computing the number of units which a Participant shall be entitled to, the following formula shall be observed:

$$\text{Number of Units} = \frac{\text{Amount of Participation}}{\text{NAVPU of the Fund}}$$

where:

$$\text{NAVPU of the Fund} = \frac{\text{Net Asset Value of Fund}}{\text{No. of Outstanding Units}}$$

The Number of Units of participation and the NAVPU of the Fund that shall appear in the COP shall be rounded off and expressed in six (6) decimal places.

Section 4.3 The NAVPU shall be published at least once a week in one (1) or more newspapers of national circulation; Provided, that a pooled weekly publication of such NAVPU shall be considered substantial compliance with this requirement. The said publication, at the minimum, shall clearly state the name of the fund, its general classification, the fund's NAVPU and the moving return on investment (ROI) of the fund on a year-to-date (YTD) and year-on-year (YOY) basis. The NAVPU shall also be made available through the bank's website and shall be updated at least once a week.

ARTICLE V VALUATION OF THE FUND

Section 5.1 The Trustee shall determine the Net Asset Value of the Fund on each banking day using the pooled-fund accounting method.

Section 5.2 The Net Asset Value of the Fund shall be determined by adding the current value of the outstanding investments and cash in bank of the Fund less fees, qualified taxes, if any, and other qualified expenses as defined herein, using pooled-fund accounting. Pricing/valuation of assets shall be based on existing industry standards and/or existing applicable BSP regulations.

Section 5.3 The Trustee may temporarily suspend the calculation of the NAV/NAVPU and the announcement thereof if it is unable to determine due to any fortuitous event, such as fire, natural calamity, public disorder or national emergency affecting the financial markets resulting in the suspension of trading and consequently, the absence of available market prices of securities/instruments.

ARTICLE VI VALUATION UNITS

Section 6.1 The value of each unit of participation or the unit value shall be determined at the end of each banking day by dividing the Net Asset Value of the Fund by the number of units then outstanding. The Trustee shall utilize the current mark-to-market value of outstanding investments for the day based on existing BSP regulations.

Section 6.2 The initial value of each unit in the Fund shall be ONE PESO (P1.00).

Section 6.3 The NAVPU of the Fund shall be computed daily not earlier than 5:00 p.m.

ARTICLE VII ADMISSION AND REDEMPTION OF UNITS

Section 7.1 The participation in the Fund shall be limited to participants with (1) legal capacity to contract and (2) possessing a tax identification number (TIN) as provided in the PERA Act of 2008.

Section 7.2 Admission of units of participation of the TRUSTORS to the FUND/S shall be evidenced by a Confirmation of Participation (COP) issued by the TRUSTEE for this purpose. The COP shall state the name/s of the TRUSTOR/S, date and amount of contribution, the equivalent number of units purchased/owned, and the applicable NAVPU.

In case of redemption, whether full or partial, the TRUSTOR shall accomplish a PERA Notice of Withdrawal/Termination Form. Said form shall be forwarded to the TRUSTEE through the ADMINISTRATOR.

Section 7.3 Units of participation in the Fund may only be admitted based on the end of day NAVPU of the Fund computed after the cut-off time for fund participation for that reference day.

Section 7.4 Likewise, redemption of units of participation from the FUND shall be computed based on the end of day NAVPU on the day the request for redemption is received by the TRUSTEE, subject to applicable cut-off time.

Section 7.5 Units admitted for participation shall be paid by the Contributor through his appointed Cash Custodian of cleared funds from his PERA cash account.

Units redeemed by the Contributor, in whole or in part, shall be paid for by the Trustee, by credit to the Contributor's PERA settlement account maintained with his Cash Custodian. Crediting shall be made after three (3) banking days from receipt of the Notice of Withdrawal/Termination, subject to applicable cut-off time ; Provided that, in case of partial redemption, the remaining balance shall not be lower than the minimum initial amount of participation which is TWO HUNDRED U.S. DOLLARS

(USD200.00). Early redemption shall be penalized pursuant to Article XII, Section 12.1 hereof. Admission/notice of redemption received by the Trustee on or before 12:00nn shall be considered as transaction for the day. Admission/notice of redemption received by the Trustee after the cut-off time shall be considered as transaction for the next applicable business day.

Request for redemption shall be handled by the TRUSTEE in chronological order according to the day the notice is received.

In case of partial redemption, the NAVPU to be used in the valuation of the remaining unredeemed units shall be the original NAVPU. The remaining unredeemed units shall be computed as follows:

$$\text{Remaining Unredeemed Units} = [\text{Original Number of Units}] - \left[\frac{\text{Amount Redeemed}}{\text{NAVPU on Redemption Date}} \right]$$

A new COP shall be issued reflecting the remaining unredeemed units as computed and the equivalent remaining amount of participation based on the said original NAVPU.

Section 7.6 The Trustee may temporarily suspend admission and/or redemption of participation if it is unable to determine the NAVPU of the Fund due to any fortuitous event, such as fire, natural calamity, public disorder or national emergency affecting the financial markets resulting in the suspension of trading and consequently, the absence of available market prices of securities/instruments.

Section 7.7 The Trustee may distribute the Fund exclusively through duly authorized distribution channels which will be provided and updated by the Trustee.

ARTICLE VIII BOOKS OF ACCOUNTS

Section 8.1 The Trustee shall keep the proper books of accounts of the Fund as may be necessary in order to record all transactions pertaining to the Fund.

ARTICLE IX AUDIT AND REPORT

Section 9.1 At the end of each calendar year, the Trustee shall cause an external audit of the Fund by an independent auditor and, from said audit, cause the preparation of an Annual Report. The external audit shall be conducted by an independent auditor acceptable to the BSP who is engaged in the audit of the other operations of the Trustee. A copy of the report shall be made available upon request without cost to the requesting Contributor.

**ARTICLE X
TRUST FEES AND OTHER EXPENSES**

Section 10.1 The Trustee shall be entitled to a fee of one percent (1.00%) per annum based on the gross portfolio value of the Fund. The fee shall be uniformly applied to all Contributors in the Fund. Change in the Trust Fee shall be subject to the terms and conditions stated in Article XII and shall be applied prospectively.

Section 10.2 Other qualified expenses such as custodianship expense, special audit fees and other special expenses payable to a third party and covered by a contract, if the same is necessary to preserve or enhance the value of the Fund, shall be charged against the Fund and shall be included in the disclosure as mentioned in Section 2.6 hereof.

Section 10.3 All allowable expenses incurred in the management of the Fund, including trust fees shall be charged against the Fund to accrue daily and paid at the end of each calendar month.

**ARTICLE XI
TAXATION OF THE PERA UTIF**

Section 11.1 As a PERA investment product under RA 9505, the Fund shall be tax-exempt provided that it has been recognized and approved by the Bangko Sentral ng Pilipinas and has been granted tax-exempt privileges by the Bureau of Internal Revenue (BIR).

Provided further, that the ADMINISTRATOR shall ensure that the contributions are within the maximum allowed limits under PERA regulations.

**ARTICLE XII
PENALTY FOR EARLY REDEMPTION**

Section 12.1 The participation of any Trustor shall be held in the Fund for not less than thirty (30) calendar days. Otherwise, a penalty for early redemption, equivalent to twenty five percent (25%) of the net earnings of the redeemed principal amount (i.e., net of trust fee, final withholding tax, and other qualified expenses of the Fund), shall be charged to the Participant(s) concerned. At no instance shall the penalty be less than TEN U.S. DOLLARS (US\$10.00) or its Peso equivalent. The penalty collected shall accrue to the Fund.

**ARTICLE XIII
PENALTY FOR EARLY WITHDRAWAL**

Section 13.1 Early withdrawals as defined and pursuant to the provisions of RA 9505 shall be subject to penalties payable to the Philippines government. The early withdrawal penalty shall in no case be less than the tax incentives enjoyed by the Contributor and shall be reckoned from the date the benefit accrues to the

Contributor. The early withdrawal penalties shall be computed and withheld by the Participant's PERA Administrator.

Early Withdrawal as defined in RA 9505 shall pertain to any withdrawal prior to the period of distribution which shall be upon (1) the death of the Contributor or (2) reaching the age of fifty-five years and the Contributor has made contributions to the PERA for at least five (5) years.

Withdrawals shall be exempt from the early withdrawal penalty provided, that the ADMINISTRATOR shall ensure that the Contributor has:

- a. attained the age of fifty-five (55) years old and has made contributions of at least five (5) years; or
- b. suffered an accident or illness-related hospitalization in excess of thirty (30) days; or
- c. been subsequently rendered permanently totally disable as defined under the Employees Compensation Law, Social Security Law or Government Service Insurance System Law; or
- d. been deceased; or
- e. an instruction to transfer the entire proceeds to other PERA Investment Products and/or to another Administrator.

ARTICLE XIV AMENDMENTS

Section 14.1 The Plan may be amended by a resolution of the Board of Directors of the Trustee; Provided, however, that Contributors in the Fund shall immediately be notified of such amendments and those who are not in conformity with the amendments shall be allowed to redeem their participation within a reasonable time but in no case less than thirty (30) calendar days after the amendments are approved: Provided, further, that amendments to the Plan shall be submitted to BSP within ten (10) banking days from approval of the amendments by the Board of Directors of the Trustee. For purposes of imposing monetary penalties provided under Subsections X162.2 of the MORB, respectively, for delayed submission of reports, the amendments to the Plan shall be considered as "Category A-3" report. The amendments shall be deemed approved by the BSP after thirty (30) banking days from date of completion of requirements.

ARTICLE XV TERMINATION

Section 15.1 The Plan 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 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, the Trustee may engage the services of a reputable accounting firm to look into the books and records 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 Contributors at least 30 banking days prior to the actual termination of the fund. Such notice shall be made by way of written notice to each Contributor or through the posting of notices in the premises of the principal office address as well as the branches of the Trustee. After the date of the approval of the resolution, no further admission to, or redemption from the Fund shall be allowed; Provided, however, that if the Trustee receives, prior to the approval of the resolution, a notice of redemption which is to be made on a day after the approval of the resolution but before the effective date of the termination, the Contributor shall be permitted to complete the redemption. Upon termination of the Fund, the Trustee shall prepare a financial statement which shall be the basis for distribution to the Contributors. Upon demand, the Contributors may inspect or be provided with a copy of the financial statement used as the basis for the distribution of the Fund. In respect of the Fund, the rights of the remaining Contributors as against each other shall be *pari passu* and *pro-rata*.

Section 15.2 A copy of the Termination Plan shall be submitted to the BSP within ten (10) banking days from the approval of the same by the Board of Directors of the Trustee.

ARTICLE XVI LIABILITY OF THE TRUSTEE

Section 16.1 **Nothing in this Plan shall be construed as a guarantee of return or income, nor does it entitle the Participant to a fixed rate of return on the money invested in the Fund by the Trustee.** Due to the nature of the investment, yields and potential yields cannot be guaranteed. Any loss/income arising from market fluctuations and price volatility of the securities held by the Fund, even if invested in government securities, is for the account of the client/participant. As such, the units of participation of the investor in the Fund, when redeemed, may be worth more or be worth less than his/her initial investment/contributions. The historical performance, when presented, is purely for reference purposes and is not guarantee of similar future result. 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. **Participation in the Fund is a trust arrangement and is not a deposit. As such, the participation in the Fund is not covered by the Philippine Deposit Insurance Corporation (PDIC) and that losses (whether realized or unrealized), if any, shall be for the account of the Participant.**

**ARTICLE XVII
MISCELLANEOUS PROVISIONS**

Section 17.1 Whenever it is provided in the Plan that any power may be exercised by the Trustee or any act or thing done by the Trustee involving the exercise of discretion, the discretion of the Trustee when exercised with reasonable care under circumstances then prevailing shall be final and conclusive and its determination, when so made to act or refrain from acting or to exercise such power or to refrain from so doing, shall be binding upon the Contributor and all persons having or claiming any interest therein.

Section 17.2 The Trustee may select and consult with qualified legal counsel in regard to the construction and meaning of this Plan and shall not be liable to the Participant or any person for any action taken or omitted by it in good faith pursuant to the advice of such counsel.

Section 17.3 No mistake made in good faith and in the exercise of due care in connection with the administration of the Fund shall be deemed a violation of this Plan or of any applicable law, regulation or rule if promptly after the discovery of the mistake, the Trustee takes whatever action is practicable in the circumstance to remedy the mistake.

Section 17.4 The provisions of the Plan shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

Section 17.5 Unless the context otherwise requires, words denoting the singular number shall be construed as denoting the plural number, and words of the plural number as denoting the singular number.

Section 17.6 The Plan and all the provisions hereof shall be binding upon and shall inure to the benefit of the Contributors as Trustors and their successors, executors, administrators and assigns having or claiming to have any interest in a participation in the Fund.

Section 17.7 No person other than the Contributor or his authorized representative, through his ADMINISTRATOR, may inquire into or require any information concerning the payment, application or disposition of the Fund or any part thereof.

Section 17.8 A copy of the Plan shall be available at the principal office of the Trustee during regular office hours on business days for inspection by the Contributor or by his authorized representative, through his ADMINISTRATOR, and a copy of the Plan shall be furnished such person(s).

Section 17.9 Investments of the Fund in securities shall be held for custodianship by a BSP-accredited third-party custodian appointed by the Trustee. The third party custodian shall perform independent marking-to-market of such securities.

**ARTICLE XVIII
RESOLUTION OF APPROVAL**

Section 18.1 The Plan has been approved by a resolution of the Board of Directors of the Land Bank of the Philippines by Board Resolution No. 15-520 on 27 July 2015.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed this _____ day of _____, 20_____.

LANDBANK-TRUST BANKING GROUP

By:

JOSEFINO P. CERIN

Assistant Vice President & Head
Trust Portfolio Management Department

JOSEPHINE G. CERVERO

First Vice President & Trust Officer

SIGNED IN THE PRESENCE OF:
