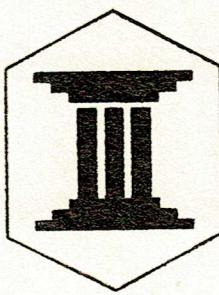


Independent Legal Opinion



AVENIDA AND DIAZ LAW OFFICE

(formerly Fernando Lagman & Avenida Law Offices)

2nd Floor ACT Tower
135 H.V. Dela Costa Street, Salcedo Village
Makati City, Philippines 1227

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06 January 2021

SECURITIES AND EXCHANGE COMMISSION

Securities and Exchange Commission
Secretariat Building, PICC Complex
Roxas Boulevard, Pasay City, 1307

Attention: **Vicente Graciano Felizmenio, Jr.**
Director-Markets and Securities Regulation Department

Re: Alsons Consolidated Resources Inc. Commercial Paper

Gentlemen:

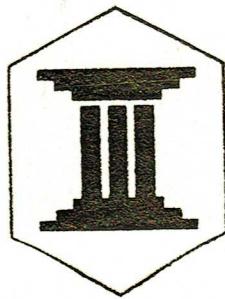
This is to respectfully inform your good office that herein law office through the undersigned acted as independent legal counsel in connection with **Alsons Consolidated Resources Inc.'s** registration of up to **3,000,000,000 commercial paper ("CP")** with the Securities and Exchange Commission.

We have examined a copy of the Registration Statement/Prospectus for the issuance of the CPs and for the purposes of giving this opinion we have assumed without further inquiry:

- a) that all factual statements made in the Registration Statement/Prospectus are correct and complete; and
- b) that no other laws or agreements not disclosed would affect the opinions stated herein but that insofar as the laws of any jurisdiction other than the Philippines may be relevant, such Laws have been complied with.

This legal opinion is confined to and given on the basis pertinent laws and issuances in the Philippines as of date indicated and as currently applied by the courts of the Philippines. We have not investigated and we do not express or imply any opinion on the laws of any other jurisdiction. This opinion is governed by and will be construed in accordance with the laws of the Philippines.

Based upon the foregoing and subject to the limitations and assumptions set forth herein and assuming that there has been no material change of any kind in the contents of the Registration Statement/Prospectus supplied to us and described above. We are of the opinion that as of date:

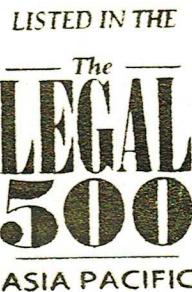


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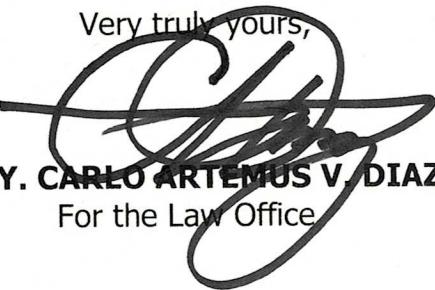


1. The offering, distribution, and sale of the CPs to the public will constitute the Issuer's legal, valid, and binding obligations enforceable in accordance with the terms of the Offer;
2. The CPs, when fully paid in accordance with the provisions thereof, shall be legally issued and non-assessable; and
3. The statements in the Registration Statement filed with the SEC under the caption "Taxation" are correct statements of the Philippine tax law applicable to the CPs.

This opinion is addressed solely and exclusively to the Commission in connection with the registration and issuance of the CPs hereinabove stated. It may not be relied upon for any other purpose or by any other person, and may not be disclosed to any other person or quoted or referred to without our express prior written consent.

This opinion is given as of the date hereof. And we undertake no responsibility to update or notify the Commission of any change in the matters referred to herein arising after the date of this opinion.

Very truly yours,


ATTY. CARLO ARTEMUS V. DIAZ

For the Law Office

Mandate Letter,

Draft Underwriting Agreement,

Draft Facility Agency Agreement,

**and Draft Registry and Paying Agency
Agreement**

₱3 BILLION COMMERCIAL PAPER

FACILITY AGENCY AGREEMENT

BY AND BETWEEN

ALSONS CONSOLIDATED RESOURCES, INC.
ISSUER

AND

AB CAPITAL AND INVESTMENT CORPORATION
FACILITY AGENT

<DATE>

FACILITY AGENCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Facility Agency Agreement** (the “*Agreement*”) is made and entered into this day November 24, 2020 by and between:

ALSONS CONSOLIDATED RESOURCES, INC., a Philippine corporation with address at the Alsons Building 2286 Chino Roces Ave., Makati City, Philippines (the “*Issuer*”);

and

AB CAPITAL AND Investment Corporation, a Philippine corporation with principal offices at the 10th and 14th Floors, Tower One and Exchange Plaza, Ayala Triangle, Ayala Avenue, Makati City 1226 Metro Manila (the “*Facility Agent*”)

WITNESSETH:

- (a) The Issuer has been authorized by the Securities and Exchange Commission (“SEC”) to offer up to **₱3,000,000,000** aggregate principal amount of commercial paper to be issued in one or more tranches within three (3) years from SEC approval (the “*CP*”) for public distribution and sale in the Philippines (the “*Offer*” or “*Offering*”);
- (b) Multinational Investment Bancorporation (the “**Underwriter**”) has agreed to undertake and sell the CPs on a best efforts basis under the terms and conditions (“**Terms and Conditions**”) set forth in the Underwriting Agreement with the Issuer dated TBD (the “**Underwriting Agreement**”) while the Philippine Depository & Trust Corp. (the “**Registrar and Paying Agent**”) has agreed to act as registry and paying agent for the CPs based under the Registry and Paying Agency Agreement dated TBD (the “**RPA**”);
- (c) The Issuer desires to appoint the Facility Agent as such for the purpose of protecting the CP Holders and to act as, and perform the functions and duties of, the Facility Agent according to the terms and conditions set forth in this Agreement, and on the basis of the representations, warranties, and undertakings of the Issuer in this Agreement and the terms and conditions below, the Facility Agent is willing and able to perform the functions required;

Now, Therefore, the Issuer and the Facility Agent hereby agree as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Terms and Conditions have the same meanings in this Agreement (except where otherwise defined in this Agreement) and except where the context requires otherwise:

“Bona Fide Holder” means any CP Holder who has been a *bona fide* holder of the CPs prior to a referenced date;

“Contracts” means this Agreement, the Underwriting Agreement and the RPAA and all other contracts entered into by the Issuer pursuant to the Offering;

“CP Holder” means an owner of the CPs duly reflected as such in the records of the Registrar and Paying Agent;

“Eligible Purchasers” means any natural person of legal age residing in the Philippines, regardless of nationality, or any corporation, association, partnership, trust account, fund or entity, regardless of nationality;

“Governing Regulations” means Republic Act No. 8799, the Securities and Regulation Code, SEC implementing rules and regulations and SEC circulars.

“Issue Date” means the date when the particular tranche of the CP is issued to Eligible Purchasers;

“Majority CP Holders” shall refer, at any time, to CP Holders who hold, represent or account for at least fifty-one percent (51%) of the aggregate outstanding principal amount of the CPs;

“Prospectus” means the information memorandum dated November 24, 2020 and circulated in connection with the Offer, and all amendments, supplements and addenda thereto;

“Winding-up Proceeding” means any proceedings in respect of the Issuer for insolvency, winding-up, liquidation, receivership or other similar proceedings.

1.2 Clauses etc.: References to Clauses and Schedules are to clauses of, and schedules to, this Agreement. Words denoting persons shall include individuals, corporations, partnerships, joint ventures, trusts, unincorporated organizations, political subdivisions, agencies or instrumentalities. Other than to a “third party”, references to “Party”, “Parties” or “Parties hereto” or similar references and references to “Section” or “Sections” are to be construed as references to a party or the parties to this Agreement and Sections of this Agreement.

- 1.3 **Modification etc.:** References to a statutory provision include the said provision as may from time to time be modified or re-enacted and as far as such modification or re-enactment applies or is capable of being applied with this Agreement.
- 1.4 **Headings:** The headings in this Agreement are used for convenience of reference only and shall not limit or affect the construction of the provisions hereof.

2. The CPs

- 2.1 **Agreement to issue:** The Issuer has agreed to issue the CPs on the Issue Date to Eligible Purchasers, through the Underwriters, at the issue price based on the Terms and Conditions.
- 2.2 **Issuer Obligations:** The obligations of the Issuer shall consist of those under the Terms and Conditions, the Contracts, the Prospectus, as well as its obligations under this Agreement, including the full and prompt payment of all accrued interest due on the CPs, as well as any and all reasonable expenses that may be incurred by the Facility Agent in the performance of its functions pursuant to this Agreement.
- 2.3 **Issuer Discharge:** The obligations of the Issuer under the CPs and this Agreement shall cease to be of further effect if the Issuer shall have paid the principal of, and all accrued interests on, all the CPs issued and outstanding at the time and in the manner provided in the Terms and Conditions and the applicable Contracts. Principal, interest and any other sums payable under the CPs shall be considered paid, and the Issuer's obligations to pay discharged, at the time payment of such principal, interest and any other sums payable under the CPs is actually received by the CP Holders, directly in accordance with applicable payment instructions or through the Registrar and Paying Agent.

3. Appointment

- 3.1 **Appointment:** The Issuer hereby appoints the Facility Agent as such in respect of the CPs on the terms of and subject to the Terms and Conditions and this Agreement, and the Facility Agent hereby accepts such appointment.
- 3.2 **Term:** The appointment of the Facility Agent as such shall commence on the date on which the CPs shall be issued and shall subsist for so long as any amount of the CPs is outstanding, unless the services of the Facility Agent are otherwise terminated as agreed in writing between the Parties or pursuant to this Agreement which in any case shall be in accordance with the Governing Regulations.
- 3.3 **Duties and Responsibilities of the Facility Agent:** Subject to such other duties and functions as may be required by the Governing Regulations, the Facility Agent hereby agrees to independently perform, for the benefit of the CP Holders, the duties required of it herein and by the provisions of this Agreement, with authority, among others to:

- 3.3.1 coordinate with the Issuer, Underwriter, and Registrar and Paying Agent for the purpose of performing its responsibilities set forth herein;
- 3.3.2 monitor and/or confirm, as applicable, compliance by the Underwriter and Registrar and Paying Agent, with their respective functions and responsibilities;
- 3.3.3 report promptly and regularly to the CP Holders any breach of representations and warranties by the Issuer, and any occurrence of an Event of Default, including, without limit, any default by the Issuer of its obligations of which the Facility Agent may have written notice from the Issuer and that the CP Holders or their duly authorized representatives may obtain a report regarding the CPs at the principal office of the Facility Agent upon presentation of sufficient and acceptable identification;
- 3.3.4 act on behalf of the CP Holders in calling for and/or attending meetings of the CP Holders in accordance with Schedule 2;
- 3.3.5 receive and safely keep the duly executed original of the Master Note; and
- 3.3.6 provide a copy of this Agreement for inspection at its specified office by the CP Holders upon their request.

3.4 No Implied Duties: The Facility Agent is hereby obligated to perform such duties as are specifically set forth in this Agreement or are incorporated into this Agreement by reference to the Terms and Conditions and subject to the limitations herein, shall be liable only for the performance of such duties and obligations as are specifically set forth in this Agreement, and no obligation or covenants shall be implied or read into this Agreement as against the Facility Agent.

3.5 No Bond: For the faithful performance of its duties under this Agreement, the Facility Agent shall not be required to furnish any bond or undertaking.

4. Reports to the CP Holders

When, in the judgment of the Facility Agent, the need arises, the Facility Agent shall transmit to the CP Holders a brief report with respect to any action taken by the Facility Agent in the performance of its duties under this Agreement which it has not previously reported to the CP Holders and which in its opinion materially affects the CPs.

5. Representations, Warranties and Covenants

5.1 Representations, Warranties and Covenants of the Issuer: As a condition to the Facility Agent undertaking the role and duties as set out in this Agreement, the Issuer represents, warrants and covenants unto the Facility Agent that:

- 5.1.1 it (and, if applicable, any person on whose behalf it may act as agent or in a representative capacity) has and will continue to have full capacity and authority to enter into this Agreement and to carry out the transactions contemplated in this Agreement, and has taken and will continue to take all action (including the obtaining of all necessary corporate approvals and governmental consents) to authorize the execution, delivery and performance of this Agreement;
- 5.1.2 the terms of this Agreement do not constitute a breach of any obligations by which it is bound whether arising by its charter documents, any contract, or operation of law;
- 5.1.3 it shall execute and deliver such documents and perform such further acts as the other party may reasonably require in relation to this Agreement;
- 5.1.4 it has obtained the approval of the SEC to issue the CPs, which approval has not been revoked, qualified, or restricted, and shall fully, timely, and unconditionally comply with all other terms and conditions imposed by the SEC regarding the issuance of the CPs while any portion of the CPs remain outstanding;
- 5.1.5 it shall, on the Issue Date, execute the Master Note and deliver the same to the Facility Agent and provide the Registrar and Paying Agent a certified true copy of the same; and

The aforesaid representations and warranties are true and correct as of the date of this Agreement and shall remain to be true and correct as long as the CPs or any portion thereof remain outstanding.

5.2 Declarations by the Facility Agent: The recitals contained herein and in the CPs shall be taken as the statements of the Issuer, and the Facility Agent assumes no responsibility for the correctness of the same. The Facility Agent makes no representation as to the validity of the CPs. The Facility Agent shall not be accountable for the use or application by the Issuer of any of the CPs or of the proceeds of such CPs.

6. Limitation of Liability

6.1 Acts or Omissions: In the performance of its obligations under this Agreement, the Facility Agent shall exercise such judgment and care under the circumstances then

prevailing that individuals of prudence, discretion, intelligence, and familiarity with such matters exercise in the management of their own affairs. The Facility Agent shall not be held liable for any of its acts or omissions or any act or omission of any of its officers, employees or agents unless such act or omission was committed with fraud, evident bad faith, gross or willful negligence. The Facility Agent shall not be liable for any consequential or indirect loss unless so determined in proper proceedings pursuant to a final and executory judgment.

- 6.2 **Compliance by the Issuer/Other Parties:** The Facility Agent shall have no obligation to enforce payment by the Issuer of the proceeds of the CPs nor shall it be responsible for the adequacy of the Issuer to meet and discharge any obligation of the Issuer under the CPs. Neither shall the Facility Agent be a surety or a guarantor of the solvency or capacity of the Issuer, Underwriters, Market Maker, Registrar and Paying Agent, or any of their authorized representatives.
- 6.3 **Absence of Fault, et.al:** In the absence of fault, willful misconduct, fraud, evident bad faith, or gross negligence on the part of the Facility Agent, the Facility Agent shall not be liable for any depreciation in value or other losses of the CPs and shall be held free and harmless against any claim, liability, and damage including attorney's fees in case of litigation which may be suffered by the Facility Agent in performing the functions pursuant to the terms and conditions of this Agreement.
- 6.4 **Reliance on Information:** Reliance on the information submitted by the Issuer, CP Holders, Underwriters, Registrar and Paying Agent, Market Maker, or any of their authorized representatives, shall absolve the Facility Agent from any liability in the absence of fault, willful misconduct, fraud, evident bad faith, or gross negligence on the part of the Facility Agent. The Facility Agent shall be fully protected in acting in accordance with the written directions, requests, instructions and certifications of the Issuer, CP Holders, Underwriters, Registrar and Paying Agent or Market Maker pursuant to this Agreement, to the extent not contrary to law. In relation to this,
 - 6.4.1 The Facility Agent may rely on any communication or document believed by it to be genuine, and may rely on the statements of any of the Issuer, CP Holders, Underwriters, Registrar and Paying Agent or Market Maker, or any of their authorized representatives, on any matter or fact which might reasonably be expected to be within the latter's knowledge;
 - 6.4.2 The Facility Agent shall not be liable for any error of judgment made in good faith by its responsible officer or officers, unless it shall be proved that the Facility Agent was negligent in ascertaining the pertinent fact; and
 - 6.4.3 The Facility Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Majority CP Holders, relating to the time, method, and place of conducting

any proceeding for any remedy available to the Facility Agent or exercising any trust or power conferred upon the Facility Agent under this Agreement.

- 6.5 **Functions and Authority:** No liability will be incurred by the Facility Agent if, in the event of any dispute or question as to the scope of its functions and authority, it acts clearly in accordance with the terms and conditions of this Agreement and, where applicable, in accordance with the written instructions or guidelines of the Issuer, except where the liability arises out of or is attributable to the Facility Agent's or any of its officers', employees' or agents' gross negligence, wilful misconduct, fraud or misrepresentation.
- 6.6 **Force Majeure:** The Facility Agent assumes no responsibility for any loss or liability owing to any reason or cause beyond its control, including, without limitation, nationalization, currency turmoil or restrictions, fire, acts of war, acts of God, acts of any authority whether *de jure* or *de facto*, requirements or change in any laws or regulations, strikes or industrial action, acts of terrorism, failure of courier, delivery or publication services, or acts or disruption of any relevant securities exchange, depository, clearing house, settlement system, or market.
- 6.7 **Negligence of Other Parties:** The Facility Agent shall not be liable for any negligence, default, failure or delay of any selling agent, market maker, depository, clearing system, government agency or securities registrar (or similar party), publication services or any losses arising therefrom (including non-receipt of any payments from the Issuer).
- 6.8 **Disclosures:** The Facility Agent shall not disclose information and/or transfer data regarding this Agreement unless required or permitted to do so by: (i) applicable law, statute or other regulation; (ii) any court order or similar process enforceable in any relevant jurisdiction; or (iii) the Issuer. This obligation of confidentiality shall survive the termination of the relationship between the Issuer and the Registrar and Paying Agent.
- 6.9 **Ability to Consult with Counsel:** The Facility Agent may, with the Issuer's prior written consent, engage and consult with legal counsel provided that such consent shall not be unreasonably withheld. Any reasonable opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or omitted to be taken by the Facility Agent hereunder in good faith and in accordance with such opinion.
- 6.10 **Reliance on Certificates and Opinions:** Notwithstanding any provision of this Agreement authorizing the Facility Agent conclusively to rely upon any certificate or opinion, the Facility Agent may, before taking or refraining from taking any action in reliance thereon, require any further evidence or make any further investigation as to the facts or matters stated therein which it may in good faith deem reasonable in the circumstances; and the Facility Agent shall require such further evidence or make

such further investigation as may reasonably be requested in writing by the Majority CP Holders.

7. Indemnity

7.1 **Indemnity Relating to Services:** The Issuer undertakes to pay the Facility Agent on demand an amount equal to any liability, damages, costs, loss or expense (including legal fees) (together "Losses") incurred by the Facility Agent arising out of, in connection with or based on any claims, actions, proceedings, investigations, demands, judgments and awards (together "Claims") which may be instituted, made, threatened or alleged against or otherwise involve the Facility Agent in connection with or arising out of the services rendered or duties performed by the Facility Agent under this Agreement, including (without limitation) all Losses which the Facility Agent may incur in investigating, preparing, disputing or defending, or providing evidence in connection with, any Claim (whether or not the Facility Agent is an actual or potential party to such Claim) or in establishing any Claim or mitigating any Loss on its part or otherwise enforcing its rights under this Clause 7.1 which shall be additional to and without prejudice to any rights which the Facility Agent may have at law or otherwise, except such Losses as may result from their willful default or gross negligence.

7.2 **Indemnity for Breach:** In addition, the Issuer undertakes to pay to the Facility Agent on demand in relation to all Claims which may be instituted, made, threatened or alleged against or otherwise involve the Facility Agent and to all Losses suffered or incurred by the Facility Agent (except such Losses as may result from their willful default or gross negligence).

7.3 **Parties Indemnified:** For the purposes of Clauses 7.1 and 7.2 only, the expression "Facility Agent" shall mean the Facility Agent and its respective directors, officers, employees and agents (which parties, other than the Facility Agent, shall be defined herein as "Relevant Parties"). However, the Facility Agent shall have no duty or obligation, whether as fiduciary or trustee, for any Relevant Parties or otherwise, to recover any such payment or account to any person for any amount paid to it under this Clause 7.

7.4 **Others:** The Facility Agent may refrain from doing anything under this Agreement that would or might in its opinion be contrary to law or render it liable to any person, and until it has been indemnified or secured to its satisfaction against any and all costs, losses, expenses or liabilities which it would or might sustain or incur as a result. The Facility Agent may refrain from performing any action not expressly provided in this Agreement unless it is first given the proper written instructions by the Issuer.

8. Facility Agent as Owner or Pledgee of CPs

The Facility Agent, in its individual or any other capacity, may become the owner or pledgee of the CPs with the same rights it would have if it were not Facility Agent, and subject to the provisions of Clause 9.2, the Facility Agent may otherwise deal with the Issuer in the same manner and to the same extent as though it were not the Facility Agent hereunder.

9. Changes in Facility Agent

9.1 **Resignation:** Subject to Clause 9.3, the Facility Agent may resign its appointment at any time by giving the Issuer and each of the CP Holders at least thirty (30) Business Days prior written notice to that effect; *Provided* that, so long as any of the CPs are outstanding, the notice shall not expire less than forty five (45) days before the Maturity Date per tranche based on the Tenor.

9.2 **Termination:** Subject to Clause 9.3, the Issuer, at their own instance, may at any time terminate the appointment of the Facility Agent for cause by giving to the Facility Agent at least thirty (30) Business Days prior written notice to that effect; *Provided*, that, so long as any of the CPs are outstanding, the notice shall not expire less than forty five (45) days before the Maturity Date per tranche based on the Tenor and notice shall be given to the CP Holders by the Issuer at least thirty (30) Business Days before the termination of the Facility Agent. The appointment of the Facility Agent may be terminated hereunder upon the occurrence of any of the following causes:

- 9.2.1 The Facility Agent fails to comply with the provisions of Clause 8.1 after written request therefor by the Issuer;
- 9.2.2 The Facility Agent ceases to have the qualifications of a Facility Agent required under PDEx Rules;
- 9.2.3 The Facility Agent is no longer required under the PDEx rules.
- 9.2.4 The Facility Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or a receiver of the Facility Agent or of its property is appointed, or any public officer shall take charge or control of the Facility Agent or of its properties or affairs for the purpose of rehabilitation, conservation or liquidation;
- 9.2.5 The Facility Agent shall become guilty of fraud or gross negligence in the performance of any material obligation under this Agreement.

In all such cases, the termination of the Facility Agent, as well the appointment of a successor Facility Agent in accordance with Clause 9.3, is without prejudice to whatever remedies may be available to the CP Holders under the law or in equity.

9.3 Condition to Resignation and Termination: No resignation or termination of the appointment of the Facility Agent shall take effect until a new Facility Agent has been appointed and qualified in accordance with the PDEX Rules. The Issuer, with the consent of the Majority CP Holders, shall promptly appoint a successor Facility Agent by written instrument, in duplicate, one (1) copy of which instrument shall be delivered to the Facility Agent, as applicable, and one copy to the successor Facility Agent, as applicable.

Upon acceptance by a successor Facility Agent of its appointment as such in accordance with Clause 9.4, the Issuer shall notify the CP Holders of the succession of such trustee to the trust herein provided. If the Issuer fails to notify the CP Holders within ten (10) days after the acceptance by the successor Facility Agent of its appointment, such successor Facility Agent shall cause the CP Holders to be so notified at the expense of the Issuer.

If no successor Facility Agent shall have been so appointed and qualified within thirty (30) Business Days after the giving of the notice of termination or within sixty (60) Business Days after the giving of the notice of resignation, as the case may be, a Bona Fide Holder, for himself and on behalf of all other CP Holders (in the case of a termination) or the Facility Agent (in the case of resignation) shall be entitled to petition any court of competent jurisdiction for the appointment of a successor trustee. Such court may thereupon after notice, if any, as it may deem proper and prescribe, appoint an interim Facility Agent who shall be bound by the terms of this Agreement as if they had been an original party hereto until such time as the Issuer, with the consent of the Majority CP Holders, shall have appointed a qualified replacement for the Facility Agent.

In all cases, no resignation or termination of the appointment of the Facility Agent shall take effect unless and until: (i) notices required under Clause 9.1 and 9.2 have been given to the appropriate parties; (ii) the Issuer has notified and obtained approval of PDEX, if necessary, and has complied with the other requirements of the PDEX Rules and other applicable regulations; and (iii) the acceptance by the successor Facility Agent of its appointment in accordance with Clause 9.4.

9.4 Successor Facility Agent: Any successor Facility Agent appointed pursuant to Clause 9.3 shall execute, acknowledge and deliver to the Issuer and to its predecessor an instrument accepting such appointment, and subject only to the fulfillment of all other conditions provided in Clause 9.3, the resignation or removal of the Facility Agent shall thereupon become effective and such Successor Facility Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder with like effect as if originally named as Facility Agent herein; *Provided*, that on the written request of the Issuer or of the successor Facility Agent, the Facility Agent shall execute and

deliver an instrument transferring to such successor Facility Agent, upon the trust herein expressed, all the rights, powers and duties of the Facility Agent herein. Further, upon request of any such successor Facility Agent, the Issuer shall execute any and all instruments in writing as may be necessary to fully vest in and confer to such successor trustee all such rights, powers and duties.

For its part, a successor Facility Agent shall only accept its appointment as provided in this Clause if, at the time of its acceptance, such successor Facility Agent shall be qualified and eligible under the PDE Rules and as set out in Clause 5.2.2 and has none of the conflict of interest under Clause 8.

9.5 Merger or Consolidation: A corporation into which the Facility Agent is merged or converted or with which it is consolidated or which results from a merger, conversion or consolidation to which it is a party shall, to the extent permitted by applicable law, be the successor Facility Agent under this Agreement without further formality. The Facility Agent concerned shall forthwith notify such an event to the Issuer and the CP Holders.

10. Default

10.1 When in Default: The Issuer shall be considered in default under this Agreement in case of failure to pay any principal due on the CPs on each Maturity Date per Tenor.

10.2 Remedies: The Facility Agent shall exercise such functions and avail of such remedies for the benefit of the CP Holders as are provided in this Agreement.

11. Compensation and Expenses

11.1 Fees: In consideration for the compliance and performance by the Facility Agent of its duties and obligations under this Agreement, the Issuer shall pay to the Facility Agent such fees in the amount and in the manner as may be separately agreed in writing between them.

11.2 Costs: The Facility Agent shall separately invoice the Issuer, and the Issuer will pay within five (5) days from its receipt of such invoice, all reasonable and documented expenses, disbursements, advances or and out-of-pocket expenses incurred or made by the Facility Agent, including but not limited to, expenses for printing and publication expenses, mailing expenses, and legal fees and other necessary expenses, which may be or have been incurred in connection with this Agreement, together with any applicable value added tax and stamp, issue, documentary or other taxes and duties.

11.3 Withholding: All sums payable to the Facility Agent by way of fees or costs shall be paid in Philippine currency and in full without withholding or deduction and free

and clear of any taxes (including value added, excise or other similar taxes), duties, assessments or governmental charges of any nature unless such withholding or deduction is required by law, in which event the Issuer will pay to the Facility Agent such additional amounts as to ensure that the Facility Agent receives and retains the amount it would have received (free from any liability in respect of any such withholding or deduction) if no such withholding or deduction had been made or required to be made. The Issuer shall pay the value added, excise, or other similar tax at the same time as any amount due is paid to the Facility Agent. Unless otherwise agreed between the Issuer and the Facility Agent, no payments made to third parties by the Issuer shall reduce the fees payable to the Facility Agent.

11.4 Own Funds: Except as may be otherwise provided in this Agreement, the Facility Agent is not expected to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers if there is reasonable ground for believing the repayment of such funds or liability is not reasonably assured to it under the terms of this Agreement, including the furnishing of any bond or undertaking.

12. Electronic Commerce Act

12.1 Maintenance of Records: The parties shall maintain and shall not delete any electronic data, message, communication or mail received pursuant to this Agreement. Within five (5) days from written request by the Facility Agent, the Issuer shall execute or cause the Underwriters, Market Maker, Registrar and Paying Agent, or any of their authorized representatives to execute, an affidavit attesting to any facts related to any electronic data, message, communication, or mail, in form and substance acceptable to the Facility Agent.

12.2 Receipt: Any electronic data, message, communication or mail addressed to the Facility Agent shall not be deemed received by the Facility Agent until receipt of such communication has been acknowledged or confirmed by electronic communication or mail by an authorized representative of the Facility Agent.

13. Communications

13.1 Notices: Any communication shall be given by letter, electronic mail (email), fax or telephone, and shall be given, in the case of notices to the Issuer, to it at:

To the Issuer:	Alsons Consolidated Resources, Inc. Alsons Building 2286 Chino Roces Ave., Makati City, Metro Manila
----------------	--

Facsimile No.: -

Telephone No.: -

Email address: -

Attention: -

-

To the Facility Agent: AB Capital and Investment Corporation
Unit 1008, 10th Floor Tower One and Exchange Plaza
Ayala Triangle, Ayala Avenue, Makati City 1226

Telephone No.: (632) 898 75 67

Fax No.: (632) 898 75 97

Email: rrgoco@abcapital.com.ph

Attention: Reynaldo R. Goco
Vice President

13.2 Effectiveness: Such communications will take effect, in the case of a letter, when delivered or, in the case of email or fax, on the date of transmission, provided that any communication received after 5:00 p.m. shall take effect only at 10:00 a.m. of the immediately succeeding Business Day in the place of the recipient. Communications not by letter shall be confirmed by letter but failure to send or receive the letter of confirmation shall not invalidate the original communication.

14. Governing Law and Submission

14.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

14.2 Jurisdiction: The proper courts of Makati City are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any legal action or proceedings arising out of or in connection with this Agreement (“Proceedings”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of the Facility Agent and shall not limit its right to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

15. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument

16. Assignment and Change of Parties

16.1 Assignment: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective corporate successors and assigns. However, no party hereto may transfer or assign any of its rights or obligations under this Agreement.

16.2 Change of Parties: Except as provided herein, the Issuer may not replace the Facility Agent without the consent of the Majority CP Holders.

17. Amendment

17.1 Agreement of Parties: Any amendment of this Agreement is subject to the mutual agreement in writing by the parties hereto. The Issuer and the Facility Agent may amend this Agreement or the CPs only with the written consent of the Majority CP Holders.

17.2 Form of Consent: It shall not be necessary for the consent of the CP Holders under this paragraph to approve the particular form of any proposed amendment, but it shall be sufficient if such consent approves the substance thereof. After an amendment under this clause becomes effective, the Issuer shall mail to the CP Holders a notice briefly describing such amendment.

18. Non-Waiver

The failure of any party at any time or times to require the performance by the other of any provision of this Agreement shall not affect the right of such party to require the performance of that or any other provisions and the waiver by any party of a breach under this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement. The remedies herein provided are cumulative in nature and not exclusive of any remedies provided by law.

19. Severability

If any provision hereunder becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired. The parties agree to replace any invalid provision with another which most closely approximates the intent and effect of that provision.

20. Counterpart Signing.

It is agreed that this Agreement may be signed and notarized in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first above written.

ALSONS CONSOLIDATED RESOURCES, INC.
(*Issuer*)

By:

SIGNATORY
Position

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S. S.

BEFORE ME, a Notary Public for and in _____, this _____, personally appeared the following:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Issued On/At</u>
-		

known to me and by me known to be the same persons who executed the foregoing Facility Agency Agreement and they acknowledged to me that the same is their own free and voluntary act and deed as well as of the corporations they respectively represent.

WITNESS MY HAND AND SEAL on the date and at the place first abovewritten.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first above written.

AB CAPITAL AND INVESTMENT CORPORATION
TRUST AND INVESTMENTS DIVISION
(*Facility Agent*)

GERARD MARTIN F. ABAD
Vice President

DANILO C. BAUTISTA
Assistant Vice President

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S. S.

BEFORE ME, a Notary Public for and in _____, this _____, personally appeared the following:

Name	Competent Evidence of Identity	Issued On/At
Gerard Martin F. Abad		
Danilo C. Bautista		

known to me and by me known to be the same persons who executed the foregoing Facility Agency Agreement and they acknowledged to me that the same is their own free and voluntary act and deed as well as of the corporations they respectively represent.

WITNESS MY HAND AND SEAL on the date and at the place first abovewritten.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2021.

Schedule 1

Terms and Conditions of the CPs

Issuer	:	Alsons Consolidated Resources Inc.
Sole Issue Manager, and Arranger, and Underwriter	:	Multinational Investment Bancorporation
Instrument	:	Registered Commercial Paper
Issue Size	:	₱2,000,000,000.00 to be issued in one lump sum or multiple tranches, at the determination of the Issuer in consultation with the Issue Manager and Underwriter/Arranger.
Use of Proceeds	:	TBD
Tenor / Initial Issuance	:	<p>The tenor of the initial issuance shall be as follows:</p> <p>Series O: One Hundred Eighty Two (182) days from Issue Date</p> <p>Series P: Three Hundred Sixty Four (364) days from Issue Date</p>
Denomination	:	<p>For Series O:</p> <p>Minimum of Pesos: Five Million (Php5,000,000.00) face value and increments of Pesos: One Hundred Thousand (Php100,000.00)</p> <p>For Series P:</p> <p>Minimum of Pesos: Five Hundred Thousand (Php500,000.00) face value and increments of Pesos: One Hundred Thousand (Php100,000.00)</p>
Issue Price	:	Discount to Face Value
Issue Date	:	In one or more dates to be set by the Issuer in consultation with the Sole Issue Manager, and Arranger and Underwriter on a “when and as needed” basis. The target issue date for the Initial Issuance of the First Tranche is Q1 2020. For the avoidance of doubt, an Issue Date shall at any time be any date which is within the validity of the SEC Permit to Sell.
Discount Rate for Initial Issuance	:	Benchmark Rate + Spread
Discount Rate for Subsequent Issuance/s	:	The discount rate for the subsequent issuance/s shall be set by the issuer in consultation with the arranger which may be determined based on the corresponding Benchmark Rate plus Spread
Minimum Denomination for Secondary Trading	:	Minimum of Pesos: One Hundred Thousand (Php 100,000) face value and increments of Pesos: Ten Thousand (Php 10,000)

Benchmark Rate	<p>: The higher of the three-day average PHP BVAL benchmark rate of the corresponding tenor or the closest tenor of the Term Deposit Facility of the Bangko Sentral ng Pilipinas of its successor benchmark.</p> <p>The corresponding benchmark rates are as follows:</p> <p>Series O: PHP BVAL 6M, or its successor benchmark rate</p> <p>Series P: PHP BVAL 12M, or its successor benchmark rate</p>
Tenor of Subsequent Issuance/s	The tenor of succeeding issues may range from thirty (30) days up to the maximum tenor allowed by the Securities and Exchange Commission (SEC) under the relevant provisions of the Securities Regulation Code (SRC)
Interest Computation	: The Interest/Discount Rate and Rollover/Discount Rate will be calculated on a true-discount basis
Principal Repayment	<p>: The principal amount of the CPs will be repaid in full at their respective Maturity Dates, unless the investor provides written instruction to rollover the entire amount or a portion thereof.</p> <p>If such principal repayment is due on a day that is not a business day, the principal repayment date shall be made on the immediately succeeding business day. No additional interest will be paid in such case.</p>
Status	: The CPs will constitute direct, unconditional, unsubordinated, general and unsecured obligations of the Issuer ranking at least pari passu in all respects and without preference or priority (except for any statutory preference or priority applicable in the winding-up of the Issuer) with all other outstanding unsecured and unsubordinated obligations (contingent or otherwise, present and future) of the Issuer.
Form	: The CPs shall be issued scripless and will be maintained in electronic form with the Registrar to be appointed for the purpose

Schedule 2

Meetings of CP Holders

- 1 Meetings:** A meeting of CP Holders may be called at any time and from time to time pursuant to the provisions of this Schedule 2 for the purpose of taking any action authorized to be taken by or on behalf of the CP Holders of any specified aggregate principal amount of CPs under any other provisions of this Agreement or under any other applicable law.
- 2 Notice of Meetings:** The Facility Agent may at any time call a meeting of the CP Holders on its own accord or upon the request by the Issuer or CP Holders holding at least twenty percent (20%) of the aggregate outstanding principal amount of the CPs to take any action specified in Clause 1 of this Schedule 2, to be held at such time and at such place as the Facility Agent shall determine. Notice of every meeting of CP Holders, setting forth the time and the place of such meeting in Metro Manila and the purpose of such meeting in reasonable detail, shall be sent to the Issuer and to each of the CP Holders and published in two (2) newspapers of general circulation in Metro Manila, Philippines not earlier than forty-five (45) days nor later than fifteen (15) days prior to the date of the meeting; *Provided*, that all reasonable costs and expenses incurred by the Facility Agent for the proper dissemination of required information on the requested meeting shall be paid or reimbursed, as applicable, by the Issuer within five (5) Business Days from receipt of the duly supported billing statement.
- 3 Failure of Facility Agent to Call a Meeting:** In case at any time the Issuer, pursuant to a resolution of its board of directors, or the CP Holders with at least twenty percent (20%) of the aggregate outstanding principal amount of the CPs shall have requested the Facility Agent to call a meeting of the CP Holders by written request setting forth in reasonable detail the purpose of the meeting, and the Facility Agent shall not have mailed and published, in accordance with Clause 2 of this Schedule 2, the notice of such meeting within ten (10) days after receipt of such request, then the Issuer or the CP Holders in the amount above specified may determine the time and place for such meeting and may call such meeting by mailing and publishing notice thereof as provided in Clause 2 of this Schedule 2, and the costs thereof shall be chargeable to the Facility Agent.
- 4 Quorum:** The presence of the Majority CP Holders personally or by proxy shall be necessary to constitute a quorum to do business at any meeting of the CP Holders.
- 5 Procedure:** The Facility Agent shall, by an instrument in writing, appoint a temporary chairman and secretary of the meeting from among the CP Holders then present or represented during the meeting, unless the meeting shall have been called by the Issuer or by the CP Holders as provided in Clause 3 hereof, in which case the

Issuer or the CP Holders calling the meeting, as the case may be, shall in like manner appoint a temporary chairman and secretary of the meeting from among the CP Holders then present or represented during the meeting. Any meeting of the CP Holders duly called pursuant to the provisions of this Section may be adjourned from time to time for a period or periods not to exceed in the aggregate one (1) year from the date for which the meeting shall originally have been called, and the meeting so adjourned may be held on another date without further notice. Any such adjournment may be ordered by persons representing a majority of the aggregate principal amount of the CPs represented at the meeting and entitled to vote, whether or not a quorum shall be present at the meeting.

- 6 **Voting Rights:** To be entitled to vote at any meeting of the CP Holders, a person shall be a registered holder of the CPs or a person appointed by an instrument in writing as proxy by any such CP Holder as of the date of such meeting. The only persons who shall be entitled to be present or to speak at any meeting of the CP Holders shall be the persons entitled to vote at such meeting and any representative of the Issuer and its counsel.
- 7 **Voting Requirement:** All matters presented for resolution by the CP Holders in a meeting duly called for the purpose shall be decided or approved by the affirmative vote of the majority of the CP Holders present or represented in a meeting at which there is a quorum, except as otherwise provided in this Agreement. Any resolution of the CP Holders which has been duly approved with the required number of votes of the CP Holders as herein provided shall be binding upon all the CP Holders and the Facility Agent as if the votes were unanimous.
- 8 **Role of the Facility Agent in Meetings of CP Holders:** Notwithstanding any other provisions of this Agreement, the Facility Agent may make such reasonable regulations as it may deem advisable for any meeting of the CP Holders, in regard to proof of ownership of CPs, the appointment of proxies by registered holders of CPs, the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidences of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem fit.
- 9 **Evidence Supporting CP Holders' Action:** Wherever in this Agreement it is provided that the holders of a specified percentage of the aggregate outstanding principal amount of CPs may take any action (including the making of any demand or request, the giving of any notice or consent, or the taking of any other action), the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced by:
 - (a) any instrument executed by the CP Holders in person or by the agent or proxy appointed in writing;

- (b) the duly authenticated record of voting in favor thereof at the meeting of the CP Holders duly called and held in accordance with this clause; or
- (c) a combination of such instruments and any such record of meeting of the CP Holders.

MULTINATIONAL INVESTMENT BANCORPORATION

22/F MULTINATIONAL BANCORPORATION CENTRE
6800 AYALA AVENUE
MAKATI CITY 1226 PHILIPPINES
TELEPHONES (632) 8817-1511 TO 15
FACSIMILE (632) 8819-3347; 813-1869
E-MAIL mib@mib.com.ph
WEBSITE <http://www.mib.com.ph>

November 25, 2020

Alsons Consolidated Resources, Inc.

Alsons Building
2286 Chino Roces Ave., Makati City

Attention: Mr. Philip Edward Sagan
Deputy Chief Financial Officer

Gentlemen:

Multinational Investment Bancorporation ("MIB") is pleased to submit our proposal to act as Sole Arranger and Lead Underwriter ("the Arranger") for the shelf registration of Three Billion Pesos (Php 3,000,000,000) commercial paper ("CP") of Alsons Consolidated Resources, Inc. ("ACR" or "the Company").

We have indicated our interest based on the information available to us at this stage. The key terms and conditions are contained in the attached Indicative Term Sheet ("Annex A"), which forms an integral part of this agreement. Please note that any proposed amounts, terms and conditions mentioned in this indicative proposal are for discussion purposes only and that we will require the full approval of our approving authorities to proceed. This proposal is also subject to customary due diligence, the negotiation of detailed terms and conditions and documentation mutually acceptable to us.

The terms in this proposal shall remain valid for six (6) months from the conformity of ACR to this letter unless extended in writing by MIB.

1.0 SCOPE OF WORK

In connection with this undertaking, the Arranger proposes to perform the following specific services:

1. Assist the Company in evaluating the marketability of the Offering;
2. Conduct due diligence on the Company and determine the pricing of the Offering;
3. Assist the Company in determining the terms and conditions on which the Offering will be marketed;
4. Assist the Company in updating the prospectus or other marketing or disclosure documents as will be required for prospective investors and/or regulatory purposes;
5. Coordinate the activities of all third parties appointed for the Offering;
6. Arrange and manage the necessary marketing activities;
7. If necessary, assist the Company in preparing presentations to prospective investors;
8. Assist the Company in the preparation of documentation standard for the Offering;
9. If necessary, assist in the presentation of the Offering to prospective investors and analysts;

10. Apprise the Company of selling conditions / bookbuilding progress;
11. Formulate the distribution, marketing and allocation plan for the Offering and ensure its proper and orderly distribution;
12. Disseminate information to prospective investors on the terms and conditions of the Offering and the rights and obligations of the holders, the Company, the Arranger, the Registry and Paying Agent, and other parties;
13. Assist the Company in the completion of all activities leading to a successful financial close and smooth implementation of the Offering; and
14. Perform such other services as may be mutually agreed between the Company and Arranger.

The Arranger reserves the right to engage the services of third party, independent consultants such as legal counsel (the "Consultants"). The engagement of services, and the terms thereon, will be with prior agreement between the Arranger and the Company. For clarification, only one external legal counsel shall be engaged to represent the Arranger and the investors.

2.0 EFFECTIVITY

The mandate shall remain in force within a ninety (90) day period from the appointment of the Arranger unless terminated in writing by either party giving at least thirty (30) days prior written notice to the other party. The mandate shall automatically be extended for another ninety (90) days to allow for the consummation of the transaction provided that commitments from lenders have been secured. The engagement may be further extended through mutual consent between the Company and the Sole Arranger.

3.0 EXCLUSIVITY

By accepting the terms of the Mandate Proposal, the Company exclusively mandates the Arranger to arrange the Offering and shall not, during the term of this letter agreement, engage the services of other institutions to provide similar facilities without the prior written consent of the Sole Arranger. For the avoidance of doubt, similar facilities refer to the issuance of registered short term debt. It does not relate to capital raising through the issuance of bonds and equity shares. These exclusions notwithstanding, should the Company find the need to undertake any capital raising exercise through the issuance of registered securities within sixty (60) days prior to the issuance of the CP, we would like to request that we be informed of the intended undertaking so that its impact on the marketability of the CP may be assessed.

4.0 LIMITATION

The duties and responsibilities of the Arranger in respect of the Transaction shall be limited to those expressly set out in this letter and, without limiting the generality of the foregoing, shall not include the Arranger:

- Giving legal, accounting, tax or other specialist or technical advice or services other than as otherwise expressly set out above; or

- Advising on any aspects relating to regulatory requirements in the Philippines or elsewhere other than as otherwise expressly set out above.

5.0 REMUNERATION

5.1 Fees

For the services we will render to you as Sole Arranger and Lead Underwriter, we propose to be compensated with the following fee structure:

Issue Management Fee	:	Php 2,500,000.00
		Php 200,000.00 for each subsequent reissuance that will require a new Permit to Sell
Underwriting Fee	:	50 bps per annum of amount issued

The Issue Management Fee is comprised of a flat fee of Php2,500,000.00 to be settled upon the initial issuance under the CP Program and a variable component amounting to Php200,000.00 to be paid for each subsequent issuance for which the SEC would require a new Permit to Sell. The proposed initial fee shall cover all primary issuances under the shelf registration program while the variable fee shall cover the expanded scope of services for reissuances as enumerated in "Annex B".

The Underwriting Fee will be inclusive of the fee that will be ceded to participating underwriter/s or selling agents that we may choose to invite, with your concurrence, to further widen our distribution reach for the CPs.

The payment of the fees by the Company to the Sole Arranger shall be grossed up for the applicable Gross Receipts Tax (GRT) to such amount based on the formula: Fee / (1 – GRT rate).

5.2 Expenses

All out-of-pocket expenses incurred in connection with the execution of the Offering shall be for the Company's account. These expenses, which are payable within thirty (30) days from receipt of billing, shall include, but shall not be limited to, representation, communication, transportation, printing, tombstone, photocopying, publicity and other expenses. Any single out-of-pocket expense, however, in excess of Ten Thousand Pesos (Php10,000) shall be pre-cleared with the Company.

5.3 Other Fees

Fees and charges of other parties engaged in the Offering such as but not limited to the Registrar, Legal Counsel, Trustee, etc. shall be for the account of the Company. All engagements of other parties shall be subject to the Company's prior written consent.

6.0 WITHDRAWAL

If the Company unilaterally withdraws from this engagement prior to receipt of the pre-effective approval from the Securities and Exchange Commission (SEC) but after the filing of the Registration Statement and draft prospectus, the Company shall remit to the Sole Arranger within thirty (30) calendar days of receipt

of billing 50% of the Issue Management Fee plus relevant out-of-pocket expenses incurred by the Sole Arranger up to the time notice of withdrawal was received by the Sole Arranger.

If the Company unilaterally withdraws from this engagement after receipt of the pre-effective approval from the SEC, the Company shall remit to the Sole Arranger within thirty (30) calendar days of receipt of billing, the Fee in full and all relevant out-of-pocket expenses incurred by the Sole Arranger up to the time notice of withdrawal was received by the Sole Arranger.

7.0 INDEMNITY

The Company undertakes to hold the Sole Arrangers' directors, officers, agents and employees (each a "Connected Person"), fully and effectively indemnified against any losses, damages, costs, liabilities, claims or proceedings (whether successful, compromised, settled or discontinued) arising directly out of or in connection with the Offering or the Sole Arrangers' engagement hereunder, except to the extent that they are found in a final judgment of a competent court to have resulted primarily from the Sole Arrangers' or from the relevant Connected Person's willful default or gross negligence. Where the judgment of a competent court is required, settlement of the indemnity will take place after the final judgment is made.

8.0 CONFIDENTIALITY

The Sole Arranger will keep confidential and will not disclose to any third person other than its employees, advisors or consultants who are directly involved in the transaction any information provided to it by the Company, unless such information is already in the public domain or required to be disclosed by law or by any authority which is entitled to require or request such information from the Sole Arranger or pursuant to any policy of insurance, in which case the Sole Arranger may disclose any such information to the person requiring or requesting it. Prior to disclosure, however, the Sole Arranger shall notify the Company of such required disclosure.

9.0 INFORMATION

The Company shall supply the Sole Arranger with all information that is or may be relevant for the performance of the Sole Arranger's services in connection with the Offering and will ensure that all such information is accurate and in all material aspects shall provide the Sole Arranger reasonable access to the Company's officers, directors, employees and professional advisers.

Notwithstanding the foregoing, the Company shall involve the Sole Arranger in or keep the Sole Arranger apprised of all material discussions between the Company and any participants in the Offering. Furthermore, the Company acknowledges that the Sole Arranger may acquire information about the Company and its subsidiaries and affiliates, and the Company agrees that the Sole Arranger may share such information with its affiliates, the participants in the Offering, or other persons connected with the Offering subject to the provisions in Clause 8. The Sole Arranger assumes no responsibility for the accuracy or completeness of information obtained from the Company.

10.0 MATERIAL ADVERSE CHANGE

The terms and conditions of the Offering are subject to, in the reasonable opinion of the Sole Arranger,

- (i) there being no material adverse change in the domestic and international money and capital markets,

(ii) there being no material adverse change in the business activities and credit standing of the Company, and (iii) there being no material adverse change in the socio-political and economic situation of the Philippines, in each case which could adversely and materially prejudice the successful completion of this Offering.

11.0 CLEAR MARKET

In consideration of the Sole Arranger's agreement to provide the services set out herein to the Company, the Company hereby agrees that from the date hereof until the date of signing of the definitive documentation for the Offering, it will not solicit, retain or engage other institutions or otherwise grant a mandate to place or syndicate in the domestic private or public markets any debt issue, directly or on its behalf in any manner which would impair the clear market for the Offering or otherwise have any detrimental effect on the successful completion of the Offering. For clarification, this clear market clause does not apply to capital raising through the issuance of bonds and equity shares.

12.0 FINAL TERMS / APPROVALS AND COMMITMENTS

The final terms and conditions of the Transaction shall be subject to customary due diligence and shall require the approval of the duly authorized approving committee of the Sole Arranger and the Company. Further, this proposal and the indicative terms and indications herewith do not constitute an offer, commitment or undertaking on our part at the current time and nothing in this letter and the accompanying indicative terms and conditions shall create or shall be construed so as to create any obligation to take any credit exposure on, or to provide any credit to the Company.

We have attached hereto in Annex A the indicative term sheet for the Company's intended CPs. Please note that the term sheet is presented for discussion purposes only and that we will require the full approval of our approving authorities to proceed.

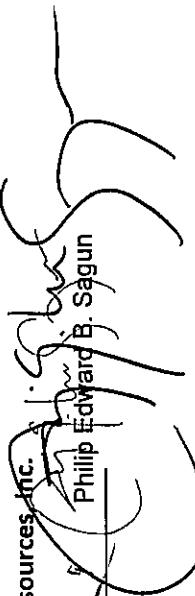
Thank you for giving us this opportunity to present our proposal. To signify your acceptance of the above and the enclosed indicative terms and conditions, please provide us a working mandate by signing below and returning to us a duly signed original copy of this mandate proposal.

Very truly yours,


Dindo António T. Caguiat
President


Patricia G. Flores
Vice President

CONFIRME:


Tirso G. Santillan Jr.
Name and Signature


Philip Edward B. Sagun
Name and Signature

Date: _____

ANNEX A

ALSONS CONSOLIDATED RESOURCES, INC.
P3,000,000,000 COMMERCIAL PAPER PROGRAM
TERMS AND CONDITIONS

Issuer	Alsons Consolidated Resources, Inc.		
Sole Arranger	Multinational Investment Bancorporation		
Lead Underwriter	Multinational Investment Bancorporation		
Instrument	Registered Commercial Paper		
Issue Size of the Initial Issuance	Up to Two Billion Pesos (P2,000,000,000) to be issued in one lump sum or multiple issuances		
Tenor / Initial Issuance	The tenor for the initial issuance shall be as follows: Tranche O: 182 days Tranche P: 364 days		
Denomination	For Tranche O: Minimum of Pesos: Five Million (P5,000,000.00) face value and increments of Pesos: One Hundred Thousand (P100,000.00)	For Tranche P: Minimum of Pesos: Five Hundred Thousand (P500,000.00) face value and increments of Pesos: One Hundred Thousand (P100,000.00)	
Issue Price	Discount to face value		
Issue Date	The CPs may be issued in either lump sum or tranches on a when and as needed basis in consultation with the Issuer upon approval by the SEC and issuance of the Permit to Offer and Sell Securities		
Discount Rate for Initial Issuance	Tranche O: Benchmark Rate + Spread	Tranche P: Benchmark Rate + Spread	
Benchmark Rate	The higher of a) the three-day average PHP BVAL benchmark rate of the corresponding tenor or b) the closest tenor of the latest Term Deposit Facility auction of the Bangko Sentral ng Pilipinas or its successor benchmark.		
The corresponding BVAL benchmark rates are as follows:			
	Tranche O: PHP BVAL 6M		

		Tranche P: PHP BVALL 12M
Spread over the Benchmark Rate		The spread over the Benchmark Rate shall be the following:
	Tranche O: TBD	
	Tranche P: TBD	
Discount Rate for Subsequent Issuance/s		The interest/discount rate for the subsequent issuance/s shall be set by the Issuer in consultation with the arranger which may be determined based on the corresponding Benchmark Rate plus Spread
Tenor of Subsequent Issuance/s		The tenor of succeeding issues may range from thirty (30) days up to the maximum tenor allowed by the Securities and Exchange Commission (SEC) under the relevant provisions of the Securities Regulation Code (SRC)
Interest Computation		The Interest / Discount Rate and Rollover Interest / Discount Rate will be calculated on a true-discount basis
Principal Repayment		The principal amount of the CPs will be repaid in full at their respective Maturity Dates.
		If such principal repayment is due on a day that is not a business day, the principal repayment date shall be made on the immediately succeeding business day.
Status		The CPs will constitute direct, unconditional, unsubordinated, general and unsecured obligations of the Issuer ranking at least <i>pari passu</i> in all respects and without preference or priority (except for any statutory preference or priority applicable in the winding-up of the Issuer) with all other outstanding unsecured and unsubordinated obligations (contingent or otherwise, present and future) of the Issuer.
Form		The CPs shall be issued scripless and will be maintained in electronic form with the Registrar to be appointed for the purpose
Taxation		Interest paid on the CPs shall be subject to a 20% final withholding tax. A CP Holder who is exempt from or is not subject to the aforesaid withholding tax shall be required to submit a tax exemption certificate and other applicable documents.
Documentation		Documentation will include:
		(a) the Registration Statement; (b) Underwriting Agreement containing, <i>inter alia</i> , undertakings (including negative pledge), representations and warranties and other provisions in respect of the underwriting arrangement;

		(c) Registry and Paying Agency Agreement; (d) Facility Agency Agreement; (e) the Commercial Papers; (f) legal opinions from the Issuer's counsel
Registrar	Philippine Depository & Trust Corp.	
Paying Agent	Philippine Depository & Trust Corp.	
Facility Agent	TBD	
Secondary Trading		The CPs are intended to be listed at the Philippine Dealing & Exchange Corp. (PDEX) for secondary trading of the CPs and upon such listing, all secondary trading may be coursed through eligible PDEX Trading Participants
Market Maker		Multinational Investment Bancorporation

ANNEX B
SCOPE OF WORK FOR REISSUANCES

1. Conduct due diligence on the Company and assist in the execution of the certification relating to material disclosures;
2. Assist the Company in determining the terms and conditions on which the Offering will be marketed;
3. Prepare the offer supplement and other selling materials to be circulated;
4. Assist in the preparation and filing of the notice of reissuance and all other documents that the SEC may require;
5. Assist in procuring the issuance of the relevant permit to sell for the reissuance by the SEC;
6. Coordinate the activities of all third parties appointed for the Offering;
7. Disseminate information to prospective investors on the terms and conditions of the Offering and the rights and obligations of the holders, the Company, the Arranger, the Registry and Paying Agent, and other parties;
8. Assist in the listing of the commercial papers on an Exchange;
9. Assist the Company in the completion of all activities leading to a successful financial close and smooth implementation of the Offering, and
10. Perform such other services as may be mutually agreed between the Company and Arranger.

ANNEX C
ESTIMATED TIMELINE

	Week No.																			
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
ESTIMATED TIMELINES: SEC-Registered CP Issue																				
Milestone Event																				
Appointment of Issue Manager, Underwriter and Rating Agency																				
Appointment of Transaction Counsel																				
Preparation and approval of required corporate actions																				
Completion of credit rating by the Rating Agency*																				
Preparation of Prospectus by Issuer assisted by Arranger and Legal Counsel																				
Filing / Review / Approval of SEC Registration Statement 12-1																				
QIB Briefing (if necessary)																				
QIB Bookbuilding period																				
QIB Commitment																				
Pricing Date																				
En-banc and issuance of Pre-effective Clearance																				
Finalization of documents - TIA, FIAA, RPA, etc.																				
Issuance of Permit to Sell																				
Public Offer Period																				
Preparation of documents (ATPs, listing documents)																				
Issue/PBEX Listing Date																				
NOV 23-27	NOV 30 - Dec 4	DEC 7-11	DEC 14-18	DEC 21-25	DEC 28-Jan 1	JAN 4-8	JAN 11-15	JAN 18-22	JAN 25-29	FEB 1-5	FEB 8-12	FEB 15-19	FEB 22-26	MAR 1-5	MAR 8-12	MAR 15-19	MAR 22-26	MAR 29-APR 2	APR 7-11	

UNDERWRITING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Underwriting Agreement (the "**Agreement**") is made and executed on [date] by and between:

- (1) **ALSONS CONSOLIDATED RESOURCES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal offices at Alsons Building 2286 Chino Roces Ave., Makati City, Philippines (hereinafter referred to as the "Issuer"); and
- (2) **MULTINATIONAL INVESTMENT BANCORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal offices at 22nd Floor Multinational Bancorporation Centre, 6805 Ayala Avenue, Makati City, Philippines (the "**Sole Underwriter**").

RECITALS

WHEREAS, the Issuer intends to offer and issue to the public (the "**Offer**") up to Two Billion Pesos (₱2,000,000,000.00) in face value of commercial papers (the "**CPs**")

WHEREAS, the CPs shall be offered and sold to the public in the Philippines through the Sole Underwriter;

WHEREAS, the Sole Underwriter has agreed to sell the CPs on a best efforts basis under the terms and conditions hereinafter set forth;

WHEREAS, the Issuer has appointed, and hereby confirms the appointment of MIB as Sole Underwriter for the Offer, and MIB has accepted the appointment and agreed to sell the CPs under the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the foregoing, the parties hereto agree as follows:

SECTION 1
DEFINITION OF TERMS

1.1 In addition to the terms defined above, when used in this Agreement and unless the context otherwise requires:

<i>"Agreement"</i>	means this Underwriting Agreement and all attachments, amendments, supplements and addenda hereto.
<i>"Applicant"</i>	refers to a person, whether natural or juridical, who seeks to subscribe to the CPs by submitting an Application under the terms and conditions prescribed in the Prospectus.
<i>"Application"</i> or <i>"Application to Purchase"</i>	means the application to purchase the CP substantially in the form attached hereto as Annex B , which includes one (1) fully executed signature card, accompanying payment and other documentary requirements as may be indicated therein.
<i>"Banking Day"</i>	means any day in a week, except Saturday, Sunday or holidays, when banks and financial institutions are not legally required or are authorized to close for business in Makati, Philippines
<i>"Base Rate"</i>	has the meaning set forth in Section 3.8 (B).
<i>"BVAL"</i>	Means Bloomberg Valuation benchmark reference rates as reported in the Bloomberg system
<i>"CP"</i>	means the up to ₱2,000,000,000.00 commercial paper to be offered for sale to the public
<i>"Closing Date"</i>	means the last day of the Offer Period for the relevant issuance.
<i>"Credit Spread"</i>	has the meaning set forth in Section 3.8 (B).
<i>"Eligible Applicants"</i>	means any natural person of legal age residing in the Philippines, regardless of nationality, or any corporation, association, partnership, trust account, fund or entity, regardless of nationality.
<i>"Indemnified Person/s"</i>	means Sole Underwriter and its directors, stockholders, officers, consultants, employees, professional advisors and agents and the directors, stockholders, officers, consultants, employees, professional advisors and

	agents of the Sole Underwriter's subsidiaries and affiliates.
<i>"Issue Date"</i>	means the date when the particular tranche of the CP are issued to the public.
<i>"Issue Manager and Arranger"</i>	means the Sole Underwriter.
<i>"Material Adverse Effect"</i>	means a material adverse effect in the business, condition (financial or otherwise), results of operations, properties or prospects of the relevant person, whether or not arising in the ordinary course of business.
<i>"Offer"</i>	means the primary offering of the CP to Eligible Applicants for subscription, under the terms and conditions contained in this Agreement, the Prospectus and the Application.
<i>"Offer Period"</i>	means the period during which the CPs shall be offered for sale to the public for the relevant issuance.
<i>"Offer Price"</i>	means the price at which the CP are to be sold as provided in Section 3 of this Agreement.
<i>"Pesos" or "₱"</i>	means Philippine Pesos, the lawful currency of the Republic of the Philippines for the time being.
<i>"Prospectus"</i>	means the information memorandum dated [*] and circulated in connection with the Offer of the CP, and all amendments, supplements and addenda thereto.
<i>"Rate Setting Date"</i>	has the meaning set forth in Section 3.8 (A).
<i>"Registration Statement"</i>	means the registration statement and other supporting documents filed by the Issuer with the SEC, including the Prospectus, for the offer and sale to the public of the CP, as the same may be amended or supplemented in accordance with the Securities Regulation Code, its implementing rules and such other applicable rules of the SEC.
<i>"SEC"</i>	means the Securities and Exchange Commission of the Philippines.
<i>"SEC Application"</i>	means the Registration Statement and other supporting documents filed by the Issuer with the SEC.

<i>“SRC” or “Securities Regulation Code”</i>	means Republic Act No. 8799 or the Securities Regulation Code of the Philippines.
<i>“Sole Issue Manager, Arranger and Underwriter”</i>	means the Sole Underwriter.
<i>“Term Deposit Facility of the BSP”</i>	means the term deposit auction conducted by the Bangko Sentral ng Pilipinas, whose results are published in its website, www.bsp.gov.ph and in Bloomberg
<i>“Terms of the Offer”</i>	means the terms and conditions of the offer, sale and distribution to the public of the Offer Shares as set forth in Annex A .
<i>“Underwriting Commitment”</i>	means the commitment of the Sole Underwriter to procure purchasers for the CP in accordance with the terms and conditions of this Agreement.
<i>“Underwritten Securities”</i>	means the CP for the specific issuance which the Sole Underwriter commit to underwrite on a best-efforts basis pursuant to its Underwriting Commitment.

SECTION 2 THE OFFER OF THE CPS

- 2.1 The Issuer hereby agrees to offer to the public, for purchase, the CPs in one or more issuances. On the basis of the representations, warranties and undertakings of the Issuer and subject to the terms and conditions set forth herein, the Sole Underwriter hereby undertakes and commits to sell and underwrite on a best-efforts basis the public offering, distribution and sale in the Philippines of each issuance of the CPs.
- 2.2 Up to Three Billion Pesos (₱3,000,000,000.00) worth of CPs will be offered for sale to the public in one lump sum or multiple tranches.

SECTION 3 TERMS OF THE OFFER

The offer, sale and distribution to the public of the CPs shall be in accordance with the following terms and conditions, and the Terms of the Offer attached hereto as **Annex A**.

3.1 *Issue Size*

Up to Three Billion Pesos (₱2,000,000,000.00), to be issued in one lump sum or multiple tranches.

3.2 *Issue Price*

Discount to face value if yield is computed on true discount basis.

3.3 *Issue Date*

In one or more dates to be set by the Issuer in consultation with the Sole Underwriter on a “when and as needed” basis. The target issue date for the first tranche is 1Q 2021. For the avoidance of doubt, an Issue Date shall at any time be any date which is within the validity of the SEC Permit to Sell.

3.4 *Tenor*

A. Initial Issuance

Up to three hundred sixty (364) days; provided portions of the issuance of the CPs may, as determined by the Issuer in consultation with the Sole Issue Manager, Arranger and Underwriter, have the following tenor/term. The day count convention is Actual/360.

Series O: 182 days

Series P: 364 days

B. Subsequent Tranche

The tenor of succeeding issues may range from thirty (30) days up to the maximum tenor allowed by the Securities and Exchange Commission (SEC) under the relevant provisions of the Securities Regulation Code (SRC)

3.5 *Denomination*

The CPs will be offered in the following denominations:

For Series O:	Minimum of Pesos: Five Million (P5,000,000) face value and increments of Pesos: One Hundred Thousand (P100,000)
For Series P:	Minimum of Pesos: Five Hundred Thousand (P500,000) face value and increments of Pesos: One Hundred Thousand (P100,000)

3.6 *Acceptance / Rejection of the Application*

The Issuer and the Sole Issue Manager, Arranger and Underwriter reserve the right to accept or reject any application for CPs. In case of over-subscription, the Issuer and the Sole Issue Manager, Arranger and Underwriter reserve the right to allocate the CPs available to the investors in a manner they deem appropriate.

3.7 *Form*

The CPs shall be issued scripless and will be maintained in electronic form with the registrar to be appointed for the purpose.

3.8 *Discount Rate*

A. Initial Issuance

Series O:	TBD
Series P:	TBD

B. Subsequent Issuance

The discount rate of the subsequent issuance/s shall be set by the Issuer in consultation with the Issue Manager and Arranger

Base Rate - The base rate is the higher of a) the three-day average BVAL Reference Rate (or its successor) of the corresponding tenor; or b) the rate of the closest tenor of the latest auction of the Term Deposit Facility of the BSP or its subsequent benchmark.

3.9 *Taxation on the Discount*

Generally, the Discount on the CPs shall be subject to a 20% final withholding tax. A CP Holder who is exempt from or is not subject to the aforesaid withholding tax shall be required to submit the following: (i) certified true copy of the tax exemption certificate issued by the Bureau of Internal Revenue; (ii) a duly notarized undertaking, in the prescribed form, declaring and warranting its tax

exempt status, undertaking to immediately notify the Issuer of any suspension or revocation of the tax exemption certificates and agreeing to indemnify and hold the Issuer free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding of the required tax; and (iii) such other documentary requirements as may be required under the applicable regulations of the relevant taxing or other authorities. The Issuer reserves the right to withhold the required tax on the discount of a CP Holder otherwise representing itself to be a tax-exempt institution in the event that such CP Holder fails to comply with or submit the foregoing documentary requirements.

3.10 *Documentary Stamps on Original Issuance*

The cost of the documentary stamps on the original issuance of the CPs shall be for the account of the Issuer.

3.11 *Principal Repayment*

The principal amount of the CPs will be repaid in full on the Principal Repayment Date.

The Principal Repayment Date is the date of maturity of a CP as stated in the CP certificate, at which the Issuer shall effect payment in full of the CP. If such Principal Repayment is due on a day that is not a Banking Day, the Principal Repayment Date shall be made on the immediately succeeding Banking Day. No additional interest will be paid in such case.

3.12 *Status of the CPs*

The CPs will constitute direct, unconditional, unsubordinated, general and unsecured obligations of the Issuer ranking at least *pari passu* in all respects and without preference or priority (except for any statutory preference or priority applicable in the winding-up of the Issuer) with all other outstanding unsecured and unsubordinated obligations (contingent or otherwise, present and future) of the Issuer.

SECTION 4
THE PROSPECTUS AND OTHER SELLING MATERIALS

4.1 For the purpose of the Offer, the Issuer hereby authorizes the Sole Underwriter, or any other person or entity authorized by the Sole Underwriter, to use the Prospectus, the Registration Statement, and other sales literature that the Issuer, and the SEC have approved; provided, that the Sole Underwriter shall exert

reasonable efforts to ensure that any person or entity which it has authorized to use the Prospectus, Application and other sales literature shall comply at all times with relevant laws, rules and regulations (including, without limitation, those issued by the SEC) and publicity guidelines issued by the Issuer. The Issuer shall furnish and deliver to the Sole Underwriter as many copies of the Prospectus and Application as the Sole Underwriter may reasonably request for the purpose of the Offer.

- 4.2 The Sole Underwriter agrees not to use any selling material except the Prospectus, the Application and other sales literature approved by the Issuer and the SEC. Likewise, notices or advertisements relating to the distribution and sale of the CPs shall be subject to the prior approval of the Issuer and the SEC.
- 4.3 The Issuer, with the assistance of the Sole Underwriter, shall exert reasonable efforts whenever necessary to obtain the requisite consents and approvals from the relevant regulatory bodies with respect to any advertisement or other sales literature to be used or distributed in connection with the Offer.
- 4.4 Notwithstanding the approval by the SEC of the Issuer's Prospectus, the SEC Application and other sales literatures, such approval shall not be construed as an endorsement, recommendation of, nor an invitation to subscribe to the CPs. The SEC shall not be liable for any damages or liabilities that any person may suffer or incur as a result of the use of any advertisement or press release relating to the Offer.

SECTION 5 **DUTIES OF THE PARTIES**

- 5.1 On the basis of the representations, warranties and covenants of the Issuer, the Sole Underwriter hereby agrees to the following:
 - a. The Sole Underwriter commits and undertakes to sell the CP of the Issuer in one or more issuances of up to Three Billion Pesos (₱3,000,000,000.00) (the "Underwriting Commitment"). This Underwriting Commitment shall be on a best-efforts basis.
 - b. Unless a cease and desist order is issued by the SEC, the Sole Underwriter's Underwriting Commitment shall be co-terminus with the validity of the Issuer's authority to issue the CPs.
 - c. The Sole Underwriter agrees during the validity period of the Issuer's authority to issue the CPs, it shall timely submit to the SEC such reports that are or may be required by the SEC from time to time.

SECTION 6 **CONDITIONS TO THE UNDERWRITING COMMITMENT**

6.1 Save to the extent any of the conditions set out below has been waived by the Sole Underwriter, the Underwriting Commitment of the Sole Underwriter herein is conditioned upon the following:

- (a) The representations and warranties of the Issuer in this Agreement being true and correct as of the date hereof up to Issue Date and the Issuer having performed all of their respective obligations herein as they may become due;
- (b) The receipt by the Sole Underwriter of the following documents, each in form and substance acceptable to the Sole Underwriter, on or before Closing Date, unless otherwise specified herein:
 - (1) Copies of the latest Amended Articles of Incorporation and By-laws of the Issuer together with the SEC Certificate of Filing of the same, duly certified by the corporate secretary of the Issuer;
 - (2) Copies of all corporate approvals, duly certified by the corporate secretary of the Issuer, authorizing the Issuer to execute, deliver and perform its obligations hereunder and authorizing its signatories hereto to execute and deliver this Agreement and all other documents incidental hereto;
- (c) The receipt by the Sole Underwriter of the copies of the Order of the SEC declaring effective the Registration Statement and the Permit to Offer and Sell Securities no later than the start of the Offer Period.

6.2 The Sole Underwriter shall notify the Issuer in writing in the event that any of the above conditions are not complied with on the dates that compliance is required (or, in the absence of any such dates, o Issue Date), and thereupon, this Agreement shall, upon prior written notice to the Issuer, be deemed cancelled and terminated, with the effect set forth in Section 12.1 hereof.

SECTION 7 **UNDERWRITING FEES**

7.1 In consideration of the services rendered by the Sole Underwriter pursuant to this Agreement, the Issuer shall pay to the Sole Underwriter such fees on Issue Date, at such rate agreed upon by the parties in a separate agreement.

- 7.2 All the foregoing fees shall be paid from the proceeds of the Offer before the proceeds therefrom are released to the Issuer.
- 7.3 All the foregoing fees to be paid to the Sole Underwriter shall be paid in Philippine Pesos, net of the applicable gross receipt tax which shall be for the account of the Issuer.
- 7.4 Other than the fees and expenses described under this section, and such other fees and expenses that may be agreed between the Issuer and the Sole Underwriter in the separate fee agreement referred to in Section 7.1, there shall be no other charge, fee or other amount for the services rendered by the Sole Underwriter to the Issuer hereunder or the rights granted hereunder.

SECTION 8 **FEES, TAXES AND EXPENSES**

- 8.1 Reasonable out-of-pocket expenses, such as, but not limited to, photocopying, printing, transportation and communication expenses shall be for the Issuer's account, provided Issuer receives from the Sole Underwriter proper receipts and other supporting documents.

For the avoidance of doubt, and subject to the foregoing paragraph, the Issuer shall be responsible for all expenses relating to this Agreement, including, but not limited to:

- (a) registry and listing fees;
- (b) fees and expenses of the Issuer's legal counsel and other professional fees;
- (c) documentary stamp tax applicable to the Offer of the CPs (if applicable);
- (d) expenses relating to the preparation, printing and filing with the SEC of the Registration Statement and Prospectus (including any and all amendments and supplements thereto);
- (e) expenses relating to the marketing and road show activities for the Offer; and
- (f) any and all printing, mailing and communication expenses and other out-of-pocket expenses which may be reasonably incurred by the Issuer and the Sole Underwriter in connection with the Offer, the transfer of the CPs, in connection with this Agreement and other related agreements in

implementation thereof duly supported by receipts and other supporting documents.

Notwithstanding any other provisions in this Agreement, in the event that the Sole Underwriter cancels or terminates this Agreement citing any of the events listed in sub-sections 11.1 (b), (c), (d), (e), (f) or (g), the Issuer shall only be liable for the fees, disbursements and expenses listed above that are actually incurred as of the date of such cancellation or termination.

- 8.2 The Issuer shall pay for the cost of any documentary stamp tax that may be required by law for the offer and sale of the CPs, and it shall hold the Sole Underwriter and purchasers of the CPs, their successors and assigns, free and harmless from any liability, cost, damage and expense that may arise from any failure of the Issuer to discharge this obligation.
- 8.3 Subject to Section 8.1, the aforementioned expenses shall be paid directly by the Issuer out of the proceeds of the Offer. The Issuer shall cause the Sole Underwriter to release payments of the aforesaid fees and expenses within five (5) Banking Days from presentation by the Sole Underwriter of the pertinent statements and/or supporting documents.

SECTION 9 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER

- 9.1 The Issuer represents and warrants to and covenants with the Sole Underwriter that:
 - (a) The Issuer is a corporation duly organized, validly existing and in good standing under and by virtue of the laws of the Philippines, has its principal office indicated in this Agreement and has the corporate power and authority to conduct its business as presently being conducted and to own all its properties and assets now owned by it as well as those to be hereafter acquired by it for the purpose of its business.
 - (b) This Agreement has been duly authorized, executed and delivered, and constitutes the legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms.
 - (c) All corporate and/or governmental authorizations, approvals, rulings, registrations then required or desirable on the part of the Issuer for the Offer, for the circulation of the Prospectus, and for the Issuer to enter into

and comply with its obligations under this Agreement, will have been obtained or effected on/or before the commencement of the Offer Period.

- (d) All conditions imposed under the Securities Regulation Code and any subsequent conditions imposed by the SEC for the Offer under this Agreement have been or will have been complied with by the Issuer as of the date and/or time that they are required to be complied with.
- (e) The Issuer shall promptly advise the Sole Underwriter: (i) of any request by the SEC to the Issuer for any updating, amendment or supplement to the Registration Statement or the Prospectus or for any additional information thereon; and (ii) of the issuance by any governmental agency or office of any cease and desist order suspending the distribution or sale of the CPs or the initiation of any proceeding for any such purpose. No amendment or supplement to the Registration Statement or Prospectus have been or will be made during the Offer Period without prior written approval of the Sole Underwriter and of the SEC, which approval shall not be unreasonably withheld.
- (f) The Registration Statement and the Prospectus as of their respective dates, and if amended or supplemented, as of the date of such amendment or supplement, are not violative of any statute, or any rule or regulation of any government agency or office, and do not contain any untrue statement of a material fact, nor do they omit any material fact required to be stated therein for purposes of a fair disclosure or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Registration Statement and the Prospectus contain a reasonably complete description of the business, properties and operations of the Issuer, its capitalization, the CPs, and the Terms of the Offer. The Registration Statement and the Prospectus shall continue to be in the aforementioned condition during the Offer Period up to the Issue Date save to the extent any such change in the condition is not reasonably expected to have a material adverse effect on the Issuer.
- (g) The Offer, the distribution and sale of the CPs to the public and the obligations of the Issuer under this Agreement will constitute its legal, valid and binding obligations enforceable in accordance with the terms thereof and the Offer, and the execution and delivery of this Agreement, the public offer, distribution of the CPs, the compliance by the Issuer with its obligations under this Agreement and the consummation of the transactions contemplated herein will not conflict with, nor constitute a breach of or default of, the Articles of Incorporation, as amended, By-laws, as amended, or any resolution of the Board of Directors of the Issuer, or any rights of the stockholders of the Issuer, or any contract or instrument

by which the Issuer or any of its properties is bound, or by any law of the Republic of the Philippines or any regulation, judgment, or order of any office, agency or instrumentality thereof applicable to the Issuer or its properties.

(h) No information has been withheld from the Issuer's independent public accountants for the purposes of the relevant audited financial statements as set out in the Prospectus and as used in connection with the Offer, save to the extent any information that has not been disclosed to such accountants would not have a material adverse effect on the Issuer. The Issuer's independent public accountants are independent auditors within meaning of applicable regulation in the Philippines.

(i) The audited financial statements of the Issuer as of May 31, 2020 (hereinafter, the "Financial Statements") are prepared in conformity with Philippine Financial Reporting Standards and in accordance with the books and records of the Issuer, are true, complete and correct in all material respects, have been prepared in accordance with generally accepted accounting principles prevailing as of 2020, and fairly present the Issuer's financial condition and results of operations as of the date thereof and for the period then ended. Unless otherwise disclosed in the Prospectus, since the date of its last audited accounts, the Issuer has carried on business in the ordinary and usual course and since such date has not entered into any contracts or commitments of an unusual or onerous nature outside the ordinary and usual course of its business which are material in the context of its business, and except as disclosed in the Prospectus, there has been no change in the business, condition (financial or otherwise), results of operations, properties or prospects of the Issuer, whether or not arising in the ordinary course of business, which is reasonably expected to have a material adverse effect on the Issuer.

(j) Except to the extent disclosed in the Prospectus or reflected or adequately reserved against in the Financial Statements or in the explanatory notes thereto, the Issuer has, as of the date thereof, no material liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise, including but not limited to, tax liabilities due or to become due and whether incurred in respect of, or measured by any income for, any period prior to such date or arising out of transactions entered into, or any state of facts existing, prior thereto, except for such tax liabilities which may be contested in good faith by the Issuer, or such tax liabilities the non-payment of which is not expected to have a material adverse effect on the Issuer.

- (k) The Issuer is conducting its business and operations in compliance with the applicable laws and directives of government authorities having the force of law. The Issuer has filed true and complete tax returns and has paid all taxes due in the conduct of its operations, except to the extent the payment of such taxes is being contested in good faith and by appropriate proceedings or any non-payment or non-filing is not reasonably expected to have a material adverse effect on the Issuer.
- (l) Save as otherwise disclosed in the Prospectus, the Financial Statements, or otherwise in writing to the Sole Underwriter, there are no legal, administrative or arbitration actions, suits or proceedings pending or, to the best of the knowledge after due diligence of the directors and senior officers of the Issuer listed in the Prospectus, threatened against or affecting the Issuer which, if adversely determined, would have a material adverse effect on the Issuer or which enjoin or otherwise adversely affect the execution, delivery or performance of this Agreement.
- (m) Since the respective dates as of which information is given in the Registration Statement and the Prospectus and except as otherwise indicated therein, there has been no material change in the management, ownership, business, condition (financial or otherwise), results of operations, properties, or prospects of the Issuer, whether or not arising in the ordinary course of business.
- (n) The Issuer has not performed, and shall not perform, any act or enter into contractual arrangements, which render or shall render the Issuer's permits and/or governmental authorizations subject to suspension and/or revocation.

The above representations and warranties are true and correct as of the date of this Agreement and shall remain true and correct from the start of the Offer Period to the Issue Date.

SECTION 10 INDEMNITY CLAUSE

- 10.1 The Issuer shall indemnify and hold the Indemnified Persons free and harmless from any and all losses, claims, damages, liabilities and expenses, or any actions (including, without limitation, legal expenses incurred in investigating and defending against claims arising from the Sole Underwriter's performance of its obligations under this Agreement) with respect thereto, arising out of or by virtue of any actual or alleged: (i) failure of the Issuer to comply with any of its undertakings, covenants or other obligations in this Agreement and related

agreements, and will pay for or reimburse within three (3) Banking Days from demand of the Sole Underwriter for any legal or other expense reasonably incurred by it in connection with investigating or defending against such losses, claims, damages, expenses, liabilities or actions, save to the extent that any such loss, claim, damage, expense, liability or action results from the misconduct or negligence of the relevant Indemnified Person.

- 10.2 The Issuer shall indemnify and hold the Indemnified Persons free and harmless from any and all losses, claims, damages, liabilities and expenses including, without limitation, legal expenses incurred in investigating and defending against such judgment arising from a final and executory judgment rendered by a court of competent jurisdiction, or actions with respect thereto arising directly out of, or in connection with the appointment of the Sole Underwriter as such pursuant to this Agreement. Notwithstanding these, nothing in this Agreement shall be construed as excusing the Sole Underwriter from their obligation under section 5(A) of the Omnibus Rules and Regulations for Investment Houses and Universal Banks as Underwriters of Securities.
- 10.3 The obligation and undertaking herein of the Issuer to indemnify and hold the Sole Underwriter free and harmless shall survive or remain in full force and effect notwithstanding the completion of the Offer and the complete performance of the other terms and conditions of this Agreement.
- 10.4 Notwithstanding any other provision in this Agreement to the contrary, the liability of the Issuer to the Sole Underwriter arising from this Agreement shall not exceed the fees received by the latter pursuant to this Agreement.

SECTION 11 TERMINATION OR CANCELLATION OF THE UNDERWRITING COMMITMENT OR AGREEMENT

- 11.1 Subject to Section 11.2, the Sole Underwriter may cancel or terminate the Underwriting Commitment by giving written notice to the Issuer if, prior to the issue date of the CPs, any of the following events occurs:
 - (a) The Issuer fails to perform any of its material undertakings, covenants and obligations herein.
 - (b) An order canceling or terminating the offer, sale, distribution or issuance of the CPs is issued by any competent governmental authority.
 - (c) A change or impending change in the law, rule, regulation, policy or practice, or a ruling, interpretation, decree or order is issued, made or

adopted which shall: (i) materially and adversely affect any of the features or marketability of the CPs; or (ii) materially and adversely affect the business, condition (financial or otherwise), results of operations, properties or prospects of the Issuer; or (iii) render illegal the performance by the Sole Underwriter of any of its material obligations hereunder.

- (d) There occurs any event or change (whether or not forming part of a series of events occurring before, on and/or after the date hereof) of a political, military, economic or other nature; or there occurs any adverse change in local, national or international financial, political, economic or stock market conditions which, in the reasonable opinion of the Sole Underwriter, would materially affect the distribution, offer and sale of the CPs in the Philippines.
- (e) There occurs or is seriously threatened, or there becomes known to the Sole Underwriter, any adverse change or development in the Issuer's management, finances or assets, corporate structure or relationships, actual or potential liabilities, investments, revenues, operations, and the conditions thereof, or business and profitability prospects.
- (f) The Issuer is compelled or ordered by a competent government authority to cease and desist from continuing any material portion of its operations.
- (g) The Issuer shall be adjudicated bankrupt or insolvent, or shall admit in writing its inability to pay all or substantially all its debts as they mature, or shall make or threaten to make an assignment for the benefit of, or a composition or assignment with, its creditors or any class thereof, or shall declare or threaten to declare a moratorium on its indebtedness or any class thereof; or the Issuer shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed and such appointment shall continue undischarged for a period of forty-five (45) days; or the Issuer shall initiate or institute (by petition, application or otherwise howsoever), or consent to the institution of any bankruptcy, insolvency, reorganization (other than an increase in capital or a revision in the capital structure of the Issuer as disclosed or envisioned in the Prospectus), arrangement, readjustment of debt, suspension of payment, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or such proceeding shall be instituted against it without its consent and shall remain undismissed for a period of forty-five (45) days; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against any material asset, or material part thereof, of the Issuer and such judgment, writ or similar process shall not be released, vacated or fully bonded within forty-five (45)

days after its issue or levy; or any event occurs which under the laws of the Philippines or the regulations of any applicable political subdivision thereof has an effect equivalent to any of the foregoing.

(h) Any other event, whether or not similar to any of the foregoing, should occur or be revealed which, in the reasonable determination of the Sole Underwriter, involves a material change in the circumstances existing when this Agreement was entered into which, in each case, in the reasonable opinion of the Sole Underwriter, (i) makes it impracticable or inadvisable to proceed with the offering of the sale of the CPs on the terms and in the manner contemplated in the Prospectus; (ii) would be likely to materially prejudice the success of the offering, distribution and sale of the CPs; (iii) is or will make it impracticable to proceed with the Offer; or (iv) is or will make it impracticable or inadvisable for any material part of this Agreement and/or the Offer to be performed or implemented as envisaged.

11.2 The Sole Underwriter may cancel or terminate the Underwriting Commitment by giving written notice to the Issuer if, on or prior to the Offer of the CPs, performance of or compliance with any of the undertakings of the Sole Underwriter, or its covenants and obligations herein becomes impossible due to conditions beyond its control, including, *force majeure*, natural calamities and disasters, flood, storm, earthquake, wars, riots, insurrections, terrorist acts and/or any other cause beyond the reasonable control of the Underwriter.

11.3 The Sole Underwriter shall not exercise the right to cancel or revoke the Underwriting Commitment for any of the above grounds until and unless it has taken its best efforts to first consult the Issuer.

11.4 The Issuer may cancel or terminate the Agreement by giving written notice to the Sole Underwriter if any of the following events occurs:

- (a) The Sole Underwriter fails to perform any of its material undertakings, covenants and obligations herein.
- (b) An event under Section 11.1(b) or 11.1(c) occurs.
- (c) An event under Section 11.1(d) occurs, which, in the reasonable opinion of the Issuer, would materially affect the distribution, offer and sale of the CPs in the Philippines.
- (d) There occurs or is seriously threatened, or there becomes known to the Issuer, any adverse change or development in the Sole Underwriter's

management, finances or assets, corporate structure or relationships, actual or potential liabilities, investments, revenues, operations, and the conditions thereof, or business and profitability prospects.

- (e) The Sole Underwriter is compelled or ordered by a competent government authority to cease and desist from continuing any material portion of its operations.
- (f) The Sole Underwriter shall be adjudicated bankrupt or insolvent, or shall admit in writing its inability to pay all or substantially all its debts as they mature, or shall make or threaten to make an assignment for the benefit of, or a composition or assignment with, its creditors or any class thereof, or shall declare or threaten to declare a moratorium on its indebtedness or any class thereof; or the Issuer shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed and such appointment shall continue undischarged for a period of forty-five (45) days; or the Sole Underwriter shall initiate or institute (by petition, application or otherwise howsoever), or consent to the institution of any bankruptcy, insolvency, reorganization (other than an increase in capital or a revision in the capital structure of the Issuer as disclosed or envisioned in the Prospectus), arrangement, readjustment of debt, suspension of payment, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or such proceeding shall be instituted against it without its consent and shall remain undismissed for a period of forty-five (45) days; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against any material asset, or material part thereof, of the Issuer and such judgment, writ or similar process shall not be released, vacated or fully bonded within forty-five (45) days after its issue or levy; or any event occurs which under the laws of the Philippines or the regulations of any applicable political subdivision thereof has an effect equivalent to any of the foregoing.
- (g) Any other event, whether or not similar to any of the foregoing, should occur or be revealed which, in the reasonable determination of the Issuer, involves a material change in the circumstances existing when this Agreement was entered into which, in each case, in the reasonable opinion of the Issuer, (i) makes it impracticable or inadvisable to proceed with the offering of the sale of the CPs on the terms and in the manner contemplated in the Prospectus; (ii) would be likely to materially prejudice the success of the offering, distribution and sale of the CPs; (iii) is or will make it impracticable to proceed with the Offer; or (iv) is or will make it

impracticable or inadvisable for any material part of this Agreement and/or the Offer to be performed or implemented as envisaged.

- 11.5 The Agreement shall automatically terminate upon the expiry of the Issuer's authority to issue CPs.
- 11.6 In all instances of termination of this Agreement, the Issuer and Sole Underwriter shall give notice to the SEC (specifically to the Markets and Securities Regulation Department) of the fact of termination, as well as the cause and circumstances surrounding the termination.

SECTION 12 EFFECT OF CANCELLATION

- 12.1 Immediately upon receipt by the Sole Underwriter from the Issuer of a notice of cancellation or termination, the Sole Underwriter shall desist from receiving any application for the CPs and shall return or otherwise cause to return to the applicants all monies so far received from them.

SECTION 13 MISCELLANEOUS PROVISIONS

13.1 *Governing Law and Disputes*

This Agreement shall be governed by the laws of the Republic of the Philippines. The Parties agree that any dispute arising out of the Agreement shall be referred to and finally resolved in Makati City in accordance with the arbitration rules of Philippine Dispute Resolution Center, Inc. ("PDRCI") in force at the time such arbitration is commenced. The arbitral tribunal shall consist of one (1) arbitrator appointed by the Chairman of PDRCI in accordance with its rules. The parties agree that the language of any arbitration proceedings shall be English. Any award shall be final and binding upon the parties concerned, and judgment upon the award rendered by the arbitrators may be entered in the appropriate courts of Makati City, Philippines to the exclusion of all other courts and venue.

13.2 *Notices*

For purposes of this Agreement, all instructions, notices, requests and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been fully given on the date of actual receipt if delivered personally or through a reputable courier service to the parties at their respective addresses given above.

13.3 *Binding Effect*

This Agreement shall be binding upon, and inure solely to the benefit of the Sole Underwriter, the Issuer, their respective directors, stockholders, officers, consultants, employees, professional advisers and agents, their respective successors and assignees, and no other person shall acquire or have any right under or by virtue of this Agreement.

13.4 *Non-waiver; Cumulative Remedies*

No failure or delay by any party to exercise or to insist upon the performance, in whole or in part, of any term, condition, covenant, right, legal or equitable remedy or any provision of this Agreement, shall constitute a waiver of any such term, condition, covenant, right, legal or equitable remedy or provision, or preclude such party from exercising or insisting upon the performance, in whole or in part, of any such term, condition, covenant, right, legal or equitable remedy or provision of this Agreement at any later time. No waiver of the applicability of any provision of this Agreement shall be deemed implied from the execution by the Sole Underwriter, and the Issuer of this Agreement. All remedies, rights and options under this Agreement or otherwise afforded a party shall be cumulative and not alternative, and shall be in addition to and not in substitution for or in derogation of the rights and remedies conferred by law. Unless otherwise required under this Agreement, no notice to or demand on a party in any case shall entitle it to any other or further notice or demand in similar or other circumstances.

13.5 *Severability of Provisions*

If any one or more of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions herein shall not, to the extent permitted by law, in any way be affected or impaired.

13.6 *Entire Agreement*

Except as set forth in the Prospectus, Application, separate fee agreement, or such other supporting documents filed by the Issuer with the SEC, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter contemplated in this Agreement and supersedes all prior agreements and undertakings, both written and oral between the Parties with respect to the subject matter of this Agreement.

13.7 *Counterparts*

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. Each Party may execute this Agreement by signing any such counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first above written.

ALSONS CONSOLIDATED RESOURCES, INC.
(*Issuer*)

By:

SIGNATORY
Position

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 $\text{)} \text{ S. S.}$

BEFORE ME, a Notary Public for and in _____, this _____, personally appeared the following:

<u>Name</u>	<u>Competent Evidence</u> <u>of Identity</u>	<u>Issued On/At</u>

known to me and by me known to be the same persons who executed the foregoing Underwriting Agreement and they acknowledged to me that the same is their own free and voluntary act and deed as well as of the corporations they respectively represent.

WITNESS MY HAND AND SEAL on the date and at the place first abovewritten.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2021.

MULTINATIONAL INVESTMENT BANCORPORATION
(Sole Underwriter)

By:

MARILOU C. CRISTOBAL
Chairman

DINDO ANTONIO T. CAGUIAT
President

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, this _____, personally appeared the following:

<u>Name</u>	<u>Competent Evidence</u>	<u>Issued On/At</u>
<u>of Identity</u>		
Marilou C. Cristobal		
Dindo Antonio T. Caguiat		

known to me and by me known to be the same persons who executed the foregoing Underwriting Agreement and they acknowledged to me that the same is their own free and voluntary act and deed as well as of the corporations they respectively represent.

WITNESS MY HAND AND SEAL on the date and at the place first abovewritten.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2021.

ANNEX A
OFFER TERMS AND CONDITIONS

The following are the terms and conditions of the First Tranche:

Issuer	:	Alsons Consolidated Resources Inc.
Sole Issue Manager, and Arranger, and Underwriter	:	Multinational Investment Bancorporation
Instrument	:	Registered Commercial Paper
Issue Size	:	₱2,000,000,000.00 to be issued in one lump sum or multiple tranches, at the determination of the Issuer in consultation with the Issue Manager and Underwriter/Arranger.
Use of Proceeds	:	TBD
Tenor / Initial Issuance	:	<p>The tenor of the initial issuance shall be as follows:</p> <p>Series O: One Hundred Eighty Two (182) days from Issue Date</p> <p>Series P: Three Hundred Sixty Four (364) days from Issue Date</p>
Denomination	:	<p>For Series O:</p> <p>Minimum of Pesos: Five Million (Php5,000,000.00) face value and increments of Pesos: One Hundred Thousand (Php100,000.00)</p> <p>For Series P:</p> <p>Minimum of Pesos: Five Hundred Thousand (Php500,000.00) face value and increments of Pesos: One Hundred Thousand (Php100,000.00)</p>
Issue Price	:	Discount to Face Value
Issue Date	:	In one or more dates to be set by the Issuer in consultation with the Sole Issue Manager, and Arranger and Underwriter on a “when and as needed” basis. The target issue date for the Initial Issuance of the First Tranche is Q1 2020. For the avoidance of doubt, an Issue Date shall at any time be any date which is within the validity of the SEC Permit to Sell.
Discount Rate for Initial Issuance	:	Benchmark Rate + Spread
Discount Rate for Subsequent Issuance/s	:	The discount rate for the subsequent issuance/s shall be set by the issuer in consultation with the arranger which may be determined based on the corresponding Benchmark Rate plus Spread

Minimum Denomination for Secondary Trading	: Minimum of Pesos: One Hundred Thousand (Php 100,000) face value and increments of Pesos: Ten Thousand (Php 10,000)
Benchmark Rate	: The higher of the three-day average PHP BVAL benchmark rate of the corresponding tenor or the closest tenor of the Term Deposit Facility of the Bangko Sentral ng Pilipinas or its successor benchmark. The corresponding benchmark rates are as follows: Series O: PHP BVAL 6M, or its successor benchmark rate Series P: PHP BVAL 12M, or its successor benchmark rate
Tenor of Subsequent Issuance/s	The tenor of succeeding issues may range from thirty (30) days up to the maximum tenor allowed by the Securities and Exchange Commission (SEC) under the relevant provisions of the Securities Regulation Code (SRC)
Interest Computation	: The Interest/Discount Rate and Rollover/Discount Rate will be calculated on a true-discount basis
Principal Repayment	: The principal amount of the CPs will be repaid in full at their respective Maturity Dates, unless the investor provides written instruction to rollover the entire amount or a portion thereof. If such principal repayment is due on a day that is not a business day, the principal repayment date shall be made on the immediately succeeding business day. No additional interest will be paid in such case.
Status	: The CPs will constitute direct, unconditional, unsubordinated, general and unsecured obligations of the Issuer ranking at least pari passu in all respects and without preference or priority (except for any statutory preference or priority applicable in the winding-up of the Issuer) with all other outstanding unsecured and unsubordinated obligations (contingent or otherwise, present and future of the Issuer).
Form	: The CPs shall be issued scripless and will be maintained in electronic form with the Registrar to be appointed for the purpose
Taxation	: Interest paid on the CPs shall be subject to a 20% final withholding tax. A CP Holder who is exempt from or is not subject to the aforesaid withholding tax shall be required to submit a tax exemption certificate and other applicable documents.
Registrar	: Philippine Depository & Trust Corp.

Paying Agent	: Philippine Depository & Trust Corp.
Facility Agent	: AB Capital and Investment Corporation – Trust Department The Facility Agent has no direct relations with the Issuer.
Secondary Trading	: The CPs are intended to be listed at the Philippine Dealing & Exchange Corp. (PDEX) for secondary trading of the CPs and upon such listing, all secondary trading may be coursed through eligible PDEX Trading Participants.
Market Maker	: Multinational Investment Bancorporation
Manner of Purchase	: The CPs will be available for sale from the Sole Underwriter and Selling Agents, if any, subject to minimum purchase amount and denomination.
Acceptance / Rejection of the Application	: The Issuer and the Sole Issue Manager, Arranger and Underwriter reserve the right to accept or reject any application for CPs. In case of over-subscription, the Issuer and the Sole Issue Manager, Arranger and Underwriter reserve the right to allocate the CPs available to the investors in a manner they deem appropriate.
Delivery of CP	: Delivery of the CPs will be made upon full payment of the Offer Price to the Sole Underwriter and/or Selling Agents
Liabilities	: The Company as the CP issuer is liable and responsible for any and all obligations arising from the sale of the CP as provided under pertinent sections of the Negotiable Instruments Law, the SRC and applicable laws of the Philippines as well as in the Underwriting Agreement and related agreements. In addition, the Issuer is responsible for complying with all reportorial requirements of the SEC in connection with the issuance of the CP.
Credit Rating	: The Issuer has a rating of PRS A plus as assigned by Philratings effective April 30, 2020. Philratings assigned an issuer credit rating of PRS A plus (corp.) for Alsons Consolidated Resources, Inc. based on the following considerations: (i) the development projects in Mindanao that are supportive of the growth of the region's power industry; (ii) the Company's ability to establish joint ventures with strong partners for particular projects; (iii) its planned expansion projects which will further diversify its generation mix; (iv) its improving profitability, albeit with the need to improve on its liquidity position;

	<p>(v) the challenges it encountered in securing bilateral contracts for its diesel power plants; and</p> <p>(vi) the increasing economic and market uncertainty caused by the COVID-19 pandemic.</p>
Security	<p>:</p> <p>Negative pledge on the Company's existing and future assets, except (i) to secure statutory obligations, (ii) to enable the Company to continue to enter into its usual transactions in the ordinary course of business, (iii) those imposed by law or arising out of pledges or deposits under workmen's compensation laws or other social security or retirement benefits or similar legislation, and (iv) those created for the purpose of paying current taxes, assessments or other governmental charges which are not delinquent or remain payable without any penalty, or the validity of which is contested in good faith by appropriate proceedings upon stay of execution of the enforcement thereof.</p>
Cross Default	<p>:</p> <p>The Company shall be considered to be in default in case the Company fails to pay or defaults in the payment of any installment of the principal or interest relative to, or fails to comply with or to perform, any other material obligation, or commits a breach or violation of any of the material terms, conditions or stipulations, of any agreement, contract or document with any persons to which the Company is a party or privy, whether executed prior to or after the date hereof, or under which the Company has agreed to act as guarantor, surety or accommodation party, which, under the terms of such agreement, contract, document, guaranty or suretyship, including any agreement similar or analogous thereto, shall constitute a material default thereunder after allowing for all applicable grace periods. No default will occur under this clause if the aggregate amount the Company fails to pay is less than Php 35 million (or its equivalent in any other currency or currencies)".</p>
Other Terms and Conditions	<p>:</p> <ol style="list-style-type: none"> 1. The CPs will not be convertible to any other security or equity of the Issuer. 2. The Issuer will not set up any sinking fund for the redemption of the CPs. 3. Substitution of the CP with another type of security will not be permitted. <p>Other terms and conditions as may be agreed upon among the Issuer, the Sole Issue Manager, Arranger and Underwriter.</p>



1 st Copy	Registrar
2 nd Copy	Underwriter / Selling Agent
3 rd Copy	Applicant

ALSONS CONSOLIDATED RESOURCES, INC.

Series O CPs due in 182 days
Series P CPs due in 364 days
with a discount rate of TBD% per annum,
and TBD% per annum , respectively

APPLICATION TO PURCHASE (FI-ATP 2020)

This Application to Purchase (an "Application") Series O and/or P Commercial Papers ("CPs") due in 91 days, 182 days and 364 days, respectively (forming part of the "Offer CPs"), together with all the required attachments, must be prepared and completed in all parts by a person (whether natural or juridical) who seeks to subscribe to the CPs (the "Applicant"). Any Application submitted by a prospective purchaser must be for a minimum denomination and in integral multiples as indicated in the prospectus dated TBD (the "Prospectus"). Unless otherwise defined, capitalized terms used herein shall have the same meaning as in the Prospectus. The Offer CPs will be issued by Alsons Consolidated Resources, Inc. (the "Issuer") and recorded in the electronic Registry of CP holders maintained by the Philippine Depository & Trust Corp. ("PDTC" or the "Registrar and Paying Agent") and shall be subject to the rules and regulations of the Registrar and Paying Agent ("PDTC Rules"). This Application is irrevocable and, once duly accomplished and submitted, may not be withdrawn by the Applicant. Completed Applications, in triplicate, with all the required attachments and corresponding payments must reach Multinational Investment Bancorporation (the "Underwriter") and selling agents (the "Selling Agents") appointed for the offer of the Offer CPs no later than 5:00 p.m. on TBD (the "Cut-Off Date"), which is the end of the Offer Period, or such earlier date as may be specified by the Underwriter. Acceptance by the Underwriter and/or Selling Agents of the completed Application shall be subject to the availability of the Offer CPs. In the event that any check payment is returned by the drawee bank for any reason whatsoever or the nominated bank account to be debited is invalid, the Application shall be automatically cancelled and any prior acceptance of the Application shall be deemed revoked. Applications and payments received after said Cut-Off Date or submitted without the required attachments or payments will be rejected. Any Application improperly or incompletely accomplished may likewise be rejected. The Underwriter, on behalf of the Issuer, reserves the right to accept or reject this Application, and in case of oversubscription, allocate the Offer CPs available to the applicants in a manner it deems appropriate. The foregoing notwithstanding, the deadline for the submission of the duly completed Applications to the Underwriter, as well as the Selling Agents, if any, may be moved to an earlier date at the sole and absolute discretion of the Issuer and the Underwriter without prior notice.

This Application, once accepted by the Underwriter and Selling Agents, shall constitute the duly executed purchase agreement covering the amount of the Offer CPs so accepted and shall be valid and binding on the Issuer and the Applicant. Once accepted, an Application may not be unilaterally revoked or cancelled by the Applicant, in full or in part, and the rights and privileges pertaining thereto shall be non-transferable.

Name of Applicant: (Last, First, Middle / Business Name)*	Type of Investor: <input type="checkbox"/> Individual <input type="checkbox"/> Corporate / Institutional
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I/We (the "Applicant") hereby apply to purchase the following principal amount of the Offer CPs (the "Purchase Price"), subject to the PDTC Rules, the Terms and Conditions as such term is defined in the Facility Agency Agreement, the Prospectus distributed or made available by the Issuer, the Underwriter and Selling Agents in relation to the offer and sale of the Offer CPs.

CPS APPLIED FOR AND AMOUNT	
Amount in Words	Amount in Figures
<input type="checkbox"/> Series O CPs due in 182 days	P _____
<input type="checkbox"/> Series P CPs due 364 days	P _____

Permanent Address:*	Present Mailing Address (if different from Permanent Address):*
Telephone Number/s:	E-Mail Address
Fax Number/s:	
Primary Contact Person (if other than Applicant):	Relationship of Primary Contact Person to Applicant:
Date of Birth / Incorporation (mm/dd/yyyy):*	Place of Birth / Incorporation:*
Nationality:*	Tax Identification Number:*
Nature of Work or Business/Principal Business of the Corporation:*	Name of Employer/ Business:*

<p>Sources of Income:*</p> <p><input type="checkbox"/> Salary/consultation fee <input type="checkbox"/> Company dividends <input type="checkbox"/> Donations <input type="checkbox"/> Revenue from sale of product/services rendered <input type="checkbox"/> Allowance <input type="checkbox"/> Others: (Please specify) _____</p>	<p>Tax Status:</p> <p><input type="checkbox"/> Resident Individual - Taxable <input type="checkbox"/> Resident Corporate - Taxable <input type="checkbox"/> Foreign Investor** - Taxable <input type="checkbox"/> Resident individual alien <input type="checkbox"/> Resident foreign corporation <input type="checkbox"/> Non-resident alien not engaged in business in the Philippines <input type="checkbox"/> Non-resident foreign corporation <input type="checkbox"/> Tax Exempt Individual <input type="checkbox"/> Tax Exempt Institution** <input type="checkbox"/> Others (Beneficiary of Preferential Tax Rate) **</p> <p>** If availing of tax exemption or reduced tax rates, subject to submission of acceptable documentary proof of exemption or reduced tax rates, as applicable.</p>
<p>Mode of Collection of Interest and Principal Payments: I/We hereby unconditionally instruct and authorize the Registrar and Paying Agent to cause the payments of interest and principal on the Offer CPs net of applicable taxes, fees and cost to be paid to the CP holders via the following:</p> <p><input type="checkbox"/> Real Time Gross Settlement (RTGS) <input type="checkbox"/> Credit current/savings account number _____ (the "Cash Settlement Account") with _____ branch _____ ("the Cash Settlement Bank")*.</p>	<p>Statement, Notices & Correspondence Delivery Mode:</p> <p><input type="checkbox"/> Delivery via electronic mail to the email address indicated above <input type="checkbox"/> Delivery via courier (Metro Manila area only) or registered mail to the mailing address indicated above</p>

** Cash Settlement Bank must be a PDS registered bank. The currency of*

If a Corporation, please attach the latest General Information Sheet (GIS) as filed with the Securities and Exchange Commission

Name of Parent Company, if any:

<p>Registration of Securities</p> <p><input type="checkbox"/> Under the name of the Applicant <input type="checkbox"/> Under the name of PDTC Nominee Corp.</p> <p>The Applicant agrees to provide the information below to PDTC Depository for purposes of crediting or lodging Applicant's purchased securities in his/her NoCD Account below.</p> <p>Applicant NoCD/BP ID: _____</p> <p>Name of PDTC Depository Participant: _____</p> <p>PDTC Depository Participant BP ID: _____</p> <p>PDTC Depository Participant Omnibus Account No.: _____</p> <p>I, the Applicant, acknowledge that by lodging the security in the Depository under the NoCD Facility, the security shall be registered under the name of PDTC Nominee Corp. in the registry records of the Issuer. Further, I understand and consent to sharing of my personal and sensitive personal information provided in this Application to the Issuer or to its authorized agent for purposes of regulatory compliance and processing of corporate actions.</p>	<p>Depository Participant Confirmation</p> <p>We confirm that we are a PDTC Depository Participant and that the Applicant named in this Application is our bona fide client and we have done, or as applicable relied upon (on the basis of a third party reliance letter issued by an appropriate institution in accordance with current banking regulations), the necessary know-your-customer procedures to verify the identity of the client. We further confirm the correctness of the information provided by the Applicant.</p> <p>_____ Printed Name and Signature of Authorized Signatory of the PDTC Depository Participant</p>
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** Required to be filled out under Republic Act No. 9160, Republic Act No. 9194 and BSP Circular Nos. 251, 253 and 279, and all other amendatory and implementing laws, regulations, jurisprudence, notices or orders of any Philippine governmental body relating thereto.*

REPRESENTATION, WARRANTY AND AUTHORIZATION

In executing this Application, the Applicant represents and warrants, under penalty of law, that all information contained herein (including its tax status) and the required attachments are true and correct and that the signatures thereon are genuine, properly authorized, and obtained without use of fraud, coercion or any other vice of consent. The Applicant agrees to immediately notify the Issuer and the Registrar and Paying Agent, either directly or through any of the Underwriter and Selling Agents, if anything occurs which renders or may render untrue or incorrect in any respect any of the information given herein (including information given with respect to the Applicant's tax status) or any of its representations or warranties. The Applicant understands that any of the Underwriter, Selling Agents, the Registrar and Paying Agent, and/or the Issuer will rely solely on its representations and warranties set forth herein including, without limitation, its declaration of its tax status, including, if applicable, its tax-exempt status in processing payments due to it under the Offer CPs. The Applicant agrees to indemnify and hold any of the Underwriter, the Selling Agents, the Registrar and Paying Agent, and/or the Issuer free and harmless against any and all claims, actions, suits, damages, and liabilities resulting from the non-withholding of the required tax due to the representations as indicated in this Application, any misrepresentation contained herein, or any reliance on the confirmations contained herein. The Applicant likewise authorizes the Registrar and Paying Agent to verify the information stated in this Application from any and all sources and in any and all manner, including but not limited to, requesting information contained herein from the Underwriter or Selling Agent regarding the Applicant's account/s with the said Underwriter or Selling Agent (as applicable). By giving authority to the Registrar and Paying Agent and by signing this application, the Applicant hereby gives its consent to the disclosure of or inquiry into its private and confidential information as provided by law or by contract including Republic Act No. 1405 (The Bank Secrecy Act of 1955), as amended, and allows the Underwriter and/or Selling Agents to disclose all information as may be required by the Issuer and the Registrar and Paying Agent, solely and exclusively for the limited purpose of enabling the Registrar and Paying Agent to perform its functions as registrar and paying agent of the Issuer in the manner contemplated under the Registry and Paying Agency Agreement (the "RPAA"), including but not limited to, creating a registry account for the Applicant and updating the Applicant's information in the Registry with respect to the information

contained herein. The Applicant further authorizes the Registrar and Paying Agent and the Underwriters to collect, process, retain, share, dispose and destroy such information that are required to enable the Registrar and Paying Agent to carry out their duties under the RPAA, including personal, sensitive or privileged information of such Applicant as defined in the Data Privacy Act of 2012 and other applicable laws and regulations. In addition, by signing this application, the Applicant hereby (i) consents to the collection, processing, retention, sharing, disposal and destruction by the Registrar and Paying Agent on behalf of the Issuer of the information contained herein (the "Information") and (ii) acknowledges receipt of notice of and consents to the following:

- (a) The Registrar and Paying Agent, in its capacity as registrar and paying agent of the Offer CPs, and the Underwriter shall collect, process, retain, share, dispose and destroy the Information in accordance with the Data Privacy Act of 2012 and its Implementing Rules and Regulations ("IRR").
- (b) The Registrar and Paying Agent and the Underwriters shall not sell, trade or otherwise share the Information for marketing purposes to third parties without the consent of the Applicant.
- (c) The Registrar and Paying Agent and/or the Underwriter may disclose the Information to:
 - (1) government or regulatory agencies if required by applicable law or by an order of government or regulatory agency or if reasonably determined by the Registrar and Paying Agent or the Underwriter to be necessary in relation to the use of the Information in connection with the provision of any service related to this Applicant's registry account and for data processing, storage, retention, collection, sharing, disposal and destruction as may be necessary for the provision of such service, anti-money laundering monitoring, review and reporting and for purposes of complying with any law or regulation (, for law enforcement purposes, national security or public interest the "Purposes");
 - (2) its employees, directors, officers, representatives, agents and service providers if the Registrar and Paying Agent and/or the Underwriter deems it reasonably necessary in relation to the Purpose; and
 - (3) its subsidiaries and affiliates as well as employees, directors, officers, representatives, agents and service providers of such subsidiaries and affiliates if the Registrar and Paying Agent and/or the Underwriter deems it reasonably necessary in relation to any of the Purposes.
- (d) The Applicant has rights and remedies relating to the processing of the Information under the Data Privacy Act of 2012, its IRR and under applicable laws, such as, but not limited to the right to access the Information in accordance with the procedures of the Registrar and Paying Agent and the Underwriter to have it corrected in accordance with the procedures of the Registrar and Paying Agent and the Underwriter, and to file a complaint with the appropriate government agency. Please refer to the National Privacy Commission for details of such rights and remedies.
- (e) The Applicant may address any concerns or questions regarding the processing of the Information to the Data Privacy Officer of the relevant (i) Registrar and Paying Agent, (ii) Underwriter, and/or (iii) Selling Agents, if any.

The Applicant further accepts the following terms:

Email Indemnity

By indicating my email address above, I/we consent to receive all notice and communications via email, and such consent shall operate as of the written consent to disclose or inquire into my bank deposits in respect of such statements or notices. I/we acknowledge that security of any statement, notice or communication sent through electronic means is not guaranteed and I/we assume all risks in relation to its transmission. I/We are responsible for keeping such email access active and existing during the term of the Offer CPs, otherwise, I/we shall be liable for any fees or charges that maybe imposed or incurred in transmitting or re-transmitting such communication via electronic or other means.

Authorization Granted to the Registrar and Paying Agent

All payments under the Offer CPs shall be credited to the Cash Settlement Account. I/We shall be responsible for ensuring that this account is open, active and existing, otherwise, I/we shall be liable for any fees or charges that may be imposed by the Cash Settlement Bank or that may otherwise be incurred by the Registrar and Paying Agent in crediting payments of interest or principal to my/our account. This authorization shall remain valid and effective unless expressly revoked in writing by me/us in the manner prescribed under relevant rules and/or agreements.

In the event that the details of the Cash Settlement Account are incomplete or erroneous, or the Cash Settlement Account of the CP holder has been closed, dormant, or nonexistent, due to which payments to the CP holder cannot be effected in a timely manner, and the Registrar and Paying Agent does not receive any notice from the CP holder as described herein, the Cash Settlement Bank shall handle such funds in accordance with its own internal procedures until the correction in the Cash Settlement Bank is effected and until credit of the relevant cash entitlement is completed. In these cases, the Applicant waives any and all rights to any cause of action, including for damages against the Issuer and/or the Registrar and Paying Agent, and the Issuer and/or the Registrar and Paying Agent shall not be liable to the relevant CP holder for any failure or delay in the CP holder's receipt of such payments.

The Applicant warrants that the Applicant (or its authorized signatory) has read and understood the PDTC Rules, the terms and conditions of the Offer CPs (the "Terms and Conditions"), the Prospectus and the Offer Supplement (as applicable) distributed or made available by the Issuer and the Underwriter and Selling Agents in relation to the offer and sale of the Offer CPs, and unconditionally accepts the same. The Applicant agrees to indemnify and hold the Registrar and Paying Agent, the Issuer, the Underwriter and the Selling Agents, free and harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses, and/or other costs of any kind or nature arising from any act or omission pertinent to their respective obligations under the Offer CPs, unless such act or omission was committed with gross negligence or willful misconduct. The Applicant further agrees that completion of this Application to Purchase constitutes an instruction and authority from the Applicant to the Issuer, the Registrar and Paying Agent, and/or the Underwriter and Selling Agent to execute any application form or other documents and generally to do all such other things and acts as the Issuer, the Registrar and Paying Agent, and/or the Underwriter and Selling Agent may consider necessary or desirable to effect registration of the Offer CPs in the name of the Applicant.

The Applicant represents and warrants to each of the Issuer, the Underwriter, and the Selling Agents and the facility agent of the Issue (the "Facility Agent") that it has independently and, without reliance on the Issuer, the Underwriter, and/or the Selling Agents or the Facility Agent, made its own credit investigation and appraisal of the financial position and affairs of the Issuer on the basis of such documents and information it has deemed appropriate and that it has subscribed to the Offer CPs on the basis of such independent appraisal, and that it shall continue to make its own credit appraisal without reliance on the Issuer, the Underwriters and/or the Selling Agents or the Facility Agent.

[ADDITIONAL TERMS APPLICABLE TO BANK ISSUANCES ONLY]

Cooling-Off Period

Within two (2) Business Days from submission of the duly executed Application to the Issuer (the "Cooling-Off Period"), the Applicant, who is a natural person, is allowed to cancel, in whole or in part, the Application by providing the Underwriter or Selling Agent within the same period a written notice of such decision to cancel the Application (the "Written Notice of Cancellation") indicating in such written notice: (a) the amount of the [Issue] to be cancelled, (b) the amount of the [Issue] to be retained (so long as the same complies with the minimum denomination requirements under the Terms and Conditions), and (c) the reason for such cancellation. In case the Applicant provides the Underwriter or Selling Agent with a Written Notice of Cancellation in the manner set forth above, the cancellation shall be without penalty but shall entitle the Issuer and the Underwriter or Selling Agent to charge and collect reasonable amount of fees (including, but not limited to, processing and/or administrative fees plus any mark-to-market costs) incurred from the time of submission of the duly executed Application up to time of cancellation of the purchase of the [Issue]. The Applicant recognizes that the amount of fees to be collected by

the Issuer and the Underwriter or Selling Agent in the event of cancellation of the [Issue] have been disclosed to the Applicant prior to his or its execution of this Application and the Applicant fully understands the effect of said cancellation and the nature and amount of fees (or the manner of computing the fees) to be collected. Further, in case the Applicant partially cancels his/its purchase of the [Issue], the Application of the relevant Applicant shall be deemed to have been amended to reflect that the purchase of the [Issue] is being made only to the extent and in such amounts indicated in the Written Notice of Cancellation as the amount of the [Issue] that the Applicant intends to retain or purchase. For which purpose, the Applicant authorizes the Underwriter or Selling Agent to execute such documents or contracts to effect such amendment of this Application.

The Applicant acknowledges that this Application, upon acceptance by the Underwriters and/or Selling Agents, in behalf of the Issuer, constitutes a duly executed purchase agreement covering the [Issue] purchased, valid and binding on the Applicant under the stipulations hereof and the related contracts. After the Cooling-Off Period, it may not be unilaterally revoked or cancelled by the Applicant, in full or in part, and the rights and privileges pertaining thereto are non-transferable, until after the issuance of the Registry Confirmation by the Registrar and Paying Agent. In accordance with applicable banking regulations, the Applicant acknowledges that the Cooling-Off Period shall not apply to: (a) Applicants with aggregate investments in the [Issue] of Five Hundred Thousand [Philippine Pesos] ([Php500,000.00]) or more, and (b) such securities deemed to be "traded" or "to be traded."

[ADDITIONAL REPRESENTATION APPLICABLE TO BANK-ISSUED UNSECURED SUBORDINATED NOTES ELIGIBLE AS TIER II CAPITAL]
Eligible Holders and Loss Absorbency Feature

The Applicant understands that the Issuer intends to issue the [Issue] in accordance with the Terms and Conditions, Offering Circular, this Application to Purchase, the Purchase Advice and the Registry Confirmation (collectively, the "Documents"), and Section 126 of the Manual of Regulations for Banks (the "Manual") issued by the BSP and BSP Circular Nos. 826 (series of 2014), 781 (series of 2013), 786 (series of 2013), 778 (series of 2012) and other circulars and regulations that may be relevant to the proposed issuance (collectively, "BSP Rules"), as part of the Bank's compliance with Basel III capital guidelines of BSP.

The Applicant hereby represents and warrants to the Issuer, the underwriters and/or the selling agents that the Applicant has read and fully understands the Risk Disclosure Statement, the Documents, and the BSP Rules as to, inter alia, the obligations of the parties and the possible benefits and risks of investing in the [Issue], including the loss absorbency features of the [Issue] and the restriction that the [Issue] may only be held by or transferred to Eligible Holders, namely, all prospective purchasers of the [Issue] other than Prohibited Holders.

Applicant's Full Name (in print):	Applicant's Authorized Signature/s:
ACKNOWLEDGMENT AND ACCEPTANCE	
Underwriter's Acceptance: <input type="checkbox"/> Acceptance <input type="checkbox"/> Rejection due to _____	

Underwriter's Certification/Endorsement:

We received this Application, with all the required attachments below, at _____ a.m. / p.m. on _____.

As applicable, we hereby declare that:

- (a) The necessary know-your-client ("KYC") process was conducted on the Applicant pursuant to the Anti-Money Laundering Act and the amendments thereto ("AMLA") as well as its implementing rules and regulations ("IRR") and our own internal policies, including, but not limited to, doing the KYC on the basis of a third party reliance letter issued by the appropriate institution as allowed by AMLA and its IRR;
- (b) The identity of the Applicant was duly established pursuant to the AMLA and its IRR;
- (c) To the best of the undersigned's knowledge, all information provided to the Issuer and the Registrar and Paying Agent regarding the Applicant are true, complete, current and correct;
- (d) Any and all authorizations and waivers from the Applicant necessary for the undersigned Underwriter or Selling Agent to disclose all information required by the Issuer and the Registrar and Paying Agent to determine the eligibility of the Applicant have been duly obtained;
- (e) The Applicant's signature appearing herein is genuine and authentic and was herein affixed freely and voluntarily; and
- (f) For the Applicant who indicated to have his/her purchased securities registered under PDT Nominee Corp. and lodged under his/her NoCD account under the PDT Depository Participant, the duly accomplished Application shall be made available upon request of the Issuer, its agent/s, and/or the regulators, including but not limited to the Securities and Exchange Commission ("SEC").

Underwriter

Underwriter's Authorized Signatory
Signature over printed name

Underwriter's Authorized Signatory
Signature over printed name

REQUIRED ATTACHMENTS TO THIS APPLICATION

The Applicant shall submit properly completed Applications to Purchase, together with two signature cards, and the full payment of the purchase price of the Offer CPs in the manner provided in the said Application to Purchase.

Corporate and institutional applicants (including Trust Accounts) must also submit, in addition to the foregoing:

- (a) an original notarized certificate of the corporate secretary or an equivalent officer of the Applicant setting forth resolutions of the board of directors, partners or equivalent body (i) authorizing the purchase of the Offer CPs indicated in the Application to Purchase and (ii) designating the signatories, with their specimen signatures, for the said purpose;
- (b) copies of its Articles of Incorporation and By-Laws and latest amendments thereof, together with the Certificate of Incorporation issued by the SEC or other organizational documents issued by an equivalent government institution, stamped and signed as certified true copies by the SEC or the equivalent government institution, or by the corporate secretary, or by an equivalent officer(s) of the Applicant who is/are authorized signatory(ies);
- (c) two (2) duly accomplished signature cards containing the specimen signatures of the authorized signatories of the Applicant, validated by its corporate secretary or by an equivalent officer(s) who is/are authorized signatory(ies);
- (d) validly issued tax identification number issued by the BIR;
- (e) identification document(s) of the authorized signatories of the Applicant, as specified in item (a) of the immediately succeeding paragraph below; and
- (f) such other documents as may be reasonably required by any of the underwriters or the Registrar in the implementation of its internal policies regarding "know your customer" and anti-money laundering.

IF THE APPLICANT IS AN INDIVIDUAL:

Individual applicants must also submit, in addition to accomplished Applications to Purchase and its required attachments:

- (a) identification document ("ID") of the Applicant which shall consist of any one of the following valid identification documents bearing a recent photo, and which is not expired: Passport, Driver's License, Professional Regulation Commission ID, National Bureau of Investigation Clearance, Police Clearance, Postal ID, Voter's ID, Barangay Certification, Government Service Insurance System e-Card, Social Security System Card, Senior Citizen Card, Overseas Workers Welfare Administration ID, OFW ID, Seaman's Book, Alien Certification of Registration/Immigrant Certificate of Registration, Government Office and government-owned and controlled corporation ID, e.g., Armed Forces of the Philippines, Home Development Mutual Fund, Certification from the National Council for the Welfare of Disabled Persons, Department of Social Welfare and Development Certification, Integrated Bar of the Philippines ID, company IDs issued by private entities or institutions registered with or supervised or regulated either by the BSP, SEC or the Insurance Commission, or school ID duly signed by the principal or head of the school (for students who are beneficiaries of remittances/fund transfers who are not yet of voting age);
- (b) two (2) duly accomplished signature cards containing the specimen signature of the Applicant;
- (c) validly issued tax identification number issued by the BIR; and
- (d) such other documents as may be reasonably required by any of the underwriters or the Registrar in implementation of its internal policies regarding "know your customer" and anti-money laundering.

The Applicant understands that the Registrar and Paying Agent will not issue a Registry Confirmation nor will any CP holder be allowed to sell or transfer the Offer CPs until such CP holder shall have submitted to the Registrar and Paying Agent all the documents required for the issuance of such Offer CPs.

An Applicant claiming exemption from any applicable tax, or is subject to a preferential withholding tax rate shall, in addition to the requirements set forth above, be required to submit the following requirements, subject to acceptance by the Issuer, as being sufficient in form and substance:

- (a) a current and valid BIR-certified true copy of the tax exemption certificate, ruling or opinion addressed to the relevant applicant or CP holder, confirming its exemption or preferential rate, as required under BIR Revenue Memorandum Circular No. 8-2014 including any clarification, supplement or amendment thereto;
- (b) with respect to tax treaty relief, (a) for the initial interest due, three (3) originals of a duly accomplished valid, current and subsisting Certificate of Residence for Tax Treaty Relief ("CORTT") Form or the prescribed certificate of residence of their country together with the CORTT Form as required under BIR Revenue Memorandum Order No. 8-2017 and/or three (3) originals of the duly notarized, consularized or apostilled (as the case may be), if executed outside of the Philippines, Special Power of Attorney executed by the CP holder in favor of its authorized representative (if the CORTT Form and other documents are accomplished by an authorized representative) and confirmation acceptable to the Issuer that the CP holder is not doing business in the Philippines to support the applicability of a tax treaty relief; and (b) for subsequent interests due, three (3) originals of Part II (D) of the CORTT Form shall be submitted by the CP holder/Registrar to the Issuer no later than the 1st day of the month when such subsequent interest payment/s shall fall due and, if applicable, including any clarification, supplement or amendment thereto;
- (c) a duly notarized undertaking executed by (1) the corporate secretary or any authorized representative of such applicant or CP holder, who has personal knowledge of the exemption based on his official functions, if the applicant purchases, or the CP holder holds, the Offer CPs for its account, or (2) the trust officer, if the applicant is a universal bank authorized under Philippine law to perform trust and fiduciary functions and purchase the Offer CPs pursuant to its management of tax-exempt entities (i.e. Employee Retirement Fund, etc.), declaring and warranting such entities' tax-exempt status or preferential rate entitlement, undertaking to immediately notify the Issuer, the Registrar and the Paying Agent of any suspension, revocation, amendment, or invalidation (in whole or in part) of the tax exemption certificate, certificate, ruling or opinion issued by the BIR, executed using the prescribed form, with a declaration and warranty of its tax exempt status or entitlement to a preferential tax rate, and agreeing to indemnify and hold the Issuer, the Registrar and the Paying Agent, the Underwriters and the Selling Agents free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or incorrect withholding of the required tax; and
- (d) such other documentary requirements as may be required by the Issuer and the Registrar and Paying Agent, or as required under the applicable regulations of the relevant taxing or other authorities which for purposes of claiming tax treaty withholding rate benefits, shall include evidence of the applicability of a tax treaty and consularized or apostilled (as the case may be) proof of the CP holder's legal domicile in the relevant treaty state, and confirmation acceptable to the Issuer that the CP holder is not doing business in the Philippines; provided that the Issuer shall have the exclusive discretion to decide whether the documents submitted are sufficient for purposes of applying the exemption or the reduced rate being claimed by the CP holder on the interest payments to such CP holder; provided further that, all sums payable by the Issuer to tax exempt entities shall be paid in full without deductions for taxes, duties, assessments or government charges, subject to the submission by the CP holder claiming the benefit of any exemption of the required documents and of additional reasonable evidence of such tax-exempt status to the Registrar.

IMPORTANT NOTE

THE OFFER CPS AND THIS APPLICATION TO PURCHASE ARE GOVERNED BY AND ARE SUBJECT TO THE PROSPECTUS, THE OFFER SUPPLEMENT (AS APPLICABLE), THE RPAA, AND THE FACILITY AGENCY AGREEMENT (ALL OF WHICH ARE MADE AN INTEGRAL PART OF THIS DOCUMENT). THE APPLICANT MAY OBTAIN COPIES OF THE PROSPECTUS, THE OFFER SUPPLEMENT, THE RPAA AND THE FACILITY AGENCY AGREEMENT, WHICH SHALL BE MADE AVAILABLE AT THE OFFICES OF THE UNDERWRITER, THE FACILITY AGENT, AND THE ISSUER INDICATED IN THE PROSPECTUS AND OFFER SUPPLEMENT THROUGHOUT THE OFFER PERIOD DURING REGULAR BUSINESS HOURS.

REGISTRY AND PAYING AGENCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Registry and Paying Agency Agreement** (the "**Agreement**") is made by and between:

ALSONS CONSOLIDATED RESOURCES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with address at Alsons Building 2286 Chino Roces Ave., Makati City, Philippines ("**ACR**," or the "**Issuer**");

and

PHILIPPINE DEPOSITORY & TRUST CORP., a corporation duly authorized to perform registry functions by appropriate authorities and organized and existing under and by virtue of laws of the Republic of the Philippines, with principal office at the 29th Floor, BDO Equitable Tower, Paseo de Roxas, Makati City ("**PDTC**" or the "**Registrar**" and in its capacity as the Paying Agent, the "**Paying Agent**").

WITNESSETH:

- (a) The Issuer has been authorized by the Securities and Exchange Commission ("**SEC**") to offer up to ₱ 3.0., Billion aggregate principal amount commercial paper to be issued in one or more tranches within 3 years from SEC approval (the "**CPs**") for public distribution and sale in the Philippines (the "**Offer**" or "**Offering**");
- (b) The Issuer will issue the CPs in scripless form and desires to appoint PDTC as registrar to maintain the electronic official registry or records of title to the CPs, record the initial issuance and subsequent transfers of the same as warranted, and perform such other duties as may be undertaken by PDTC as registrar under this Agreement, and PDTC has accepted said appointment under the terms and conditions hereinafter set forth; and
- (c) The Issuer desires to appoint PDTC as paying agent to handle the payment of the principal on the CPs paid by the Issuer to the eligible CP Holders, and PDTC has accepted said appointment under the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the foregoing and subject to the terms and conditions set forth below, the parties hereto agree as follows:

Section 1

Definitions and Interpretation

1.1 In addition to the terms defined above and elsewhere in this Agreement, when used in this Agreement and unless the context otherwise requires, the following terms shall have the following meaning:

Agreement means this Registry and Paying Agency Agreement, its attachments and schedules (when executed), as may be modified, amended, or supplemented as applicable from time to time.

Anti-Money Laundering Laws of the Philippines means Republic Act No. 9160, as amended by Republic Act No. 9194 and Republic Act No. 10167, and BSP Circular Nos. 251, 253, 279, 527, 564, 608, 612 and 706, and all other amendatory and implementing law, regulation, jurisprudence, notice or order of any Philippine governmental body relating thereto.

Application to Purchase means the application form to be completed by the prospective purchasers of the CPs and submitted to the Selling Agents, in such form attached hereto as **Schedule 2** hereof.

Base Rate means the higher of the a) the three-day average PHP BVAL Benchmark Rate of the corresponding tenor; or b) the rate of the closes tenor of the Term Deposit Facility of the BSP or its successor benchmark;

The PHP BVAL Benchmark for each series is as follows:

Tranche O:	PHP BVAL 6M, or its successor benchmark rate
Tranche P:	PHP BVAL 12M, or its successor benchmark rate

BIR means the Philippine Bureau of Internal Revenue.

BSP refers to the Bangko Sentral ng Pilipinas.

Business Day means a day on which commercial banks are open for business in Makati City, Metro Manila.

Cash Settlement Account means an account designated by a CP Holder with a Cash Settlement Bank into which shall be credited the principal payments on the CPs.

Cash Settlement Bank means a bank licensed and authorized under the laws of the Philippines and designated by the CP Holder as the bank with which the CP Holder's Cash Settlement Account is maintained, such designation to be made in accordance with the procedures of the Paying Agent.

Closed Period means the periods during which the Registrar shall not register any transfer or assignment of the CPs, specifically the period of two (2) Business Days preceding the due date for any payment of the principal amount of the CPs

Contracts mean this Agreement and the Underwriting Agreement dated TBD, the Master Certificate of Indebtedness, the Terms and Conditions, including amendments thereto.

Depository Account means a securities account opened and maintained by the CP Holder, his custodian, or broker, as the case may be, with PDTC.

Discount Rate means the sum of the Benchmark Rate and the Spread; provided that in no case shall the Discount Rate be below the BSP policy rate at the rate setting date.

Event of Default means an event specified as such under Section 7 hereof.

Facility Agent refers to AB Capital and Investment Corporation – Trust Division

Final Sales Report means the report from the Underwriter detailing the Applications to Purchase covering the CPs approved and accepted for purchase during the Offer Period.

Group means the Issuer, its subsidiaries, affiliates and entities controlled by the Issuer, taken as a whole, and each of them being a member of the Group.

Issue means the issuance of the CPs by the Issuer pursuant to the Terms and Conditions.

Issue Date means the date of issuance of the CPs in one or more issuance on a when and as needed basis in consultation with the Issuer upon approval by the SEC and issuance of the Permit to Offer and Sell Securities. The Issue Date for the first tranche shall be indicatively TBD, or such date as the Issuer may advise PDTC in writing, provided that such written advice shall be given to PDTC within a reasonable time prior to the initial Issue Date and each subsequent Issue Date, and provided further that each Issue Date shall be within the validity of the SEC Permit to Offer and Sell Securities.

Issue Price shall be at a discount to face value of the CPs.

Master Certificate of Indebtedness means the master form representing such amounts corresponding to the CPs.

Maturity Date/s means the date/s at which the CPs shall be redeemed by the Issuer by paying the principal amount thereof. The Maturity Date of the CPs, for the purpose of the Issuer effecting repayment of the principal amount thereof, is subject to the following Business Day convention. Thus, if the Maturity Date is not a Business Day, principal repayment shall be made by the Issuer on the next succeeding Business Day, without adjustment to the amount to be paid.

Maturity Value means the face value.

Non-Trade Transactions means transactions relating to the CPs under any of the following instances:

- a. Nomination or change of nominated custodian by the beneficial owner of the CPs;
- b. Succession, provided that the heirs and successors-in-interest present a court order of partition or deed of extrajudicial settlement and the proper documentation evidencing the payment of applicable taxes and a certificate authorizing the transfer of the CPs from the BIR;
- c. Donation, provided that the donor presents a valid deed of donation and documents to evidence the payment of applicable taxes and a certificate authorizing the transfer of the CPs from the BIR;
- d. Request for recording or annotation of interests or liens on the CPs of any party arising from transactions such as, but not limited to, pledge or escrow, provided that the pledgor or the beneficiary of the escrow shall present a proper contract of pledge or escrow agreement; and
- e. Such other transactions that may be deemed valid and “free of payment” transactions by PDTC; *Provided*, that such transfer is not in violation of any law or regulation or made in circumvention thereof; *Provided*, further that, the burden of proving the validity of a “free of payment” transaction rests with the transferor of the CPs.

Offer means the offer to the public for subscription of the CPs at the Issue Price.

Offer Period means the period when the CPs are offered for sale by the Issuer to the public, through the Selling Agents, commencing at 9:00 a.m. on TBD, and ending at 5:00 p.m. on TBD, or such earlier or later day as may be determined by the Issuer and the Underwriter for the first tranche or in case of roll-overs,

such date as may be determined by the Issuer and the Underwriter. The Offer Period for subsequent tranches shall be held on such dates as shall be agreed upon between the Issuer and the Underwriter

Outstanding means, in relation to the CPs, all the CPs issued except:

(a) those in respect of which the date for redemption has occurred and the redemption moneys have been duly paid to the Paying Agent as provided in this Agreement and remain available for payment against presentation and surrender of the CPs; and (b) those in respect of which claims have become void.

Payment Account means the account to be opened and maintained by the Paying Agent with such Payment Account Bank designated by the Issuer and solely managed by the Paying Agent, in trust and for the irrevocable benefit of the CP Holders, into which the Issuer shall deposit the amount of the principal payments due on the Outstanding CPs on Maturity Date/s and exclusively used for such purpose, the beneficial ownership of which shall always remain with the CP Holders.

Payment Account Bank means a duly-licensed bank designated by the Issuer (in such form prescribed by the Paying Agent, attached hereto as **Schedule 3** hereof), where the PDTC Payment Account will be opened, maintained, and managed by the Paying Agent for and on behalf of the Issuer, into which the Issuer shall deposit, in good cleared funds, the amount of the principal payments due each CP Holder on the Maturity Date/s.

Payment Report means the report to be submitted by the Paying Agent to the Issuer prepared under Section 2.9 of this Agreement.

PDEEx means the Philippine Dealing & Exchange Corp., a domestic corporation duly registered with the SEC to operate an exchange and trading market for fixed income securities and a member of the Philippine Dealing System Group of Companies.

PDEEx Rules means the PDEEx Rules for the Fixed Income Securities Market, as amended, and as the same may be revised from time to time, as well as all other related rules, guidelines, and procedures that may be issued by PDEEx.

PDEEx Trading Participant means a trading participant of PDEEx defined as such under its rules.

PDSClear System or **PDSClear** means the system operated by PDEEx that enables settlement of a Trade Related Transaction via delivery versus payment.

PDS Group means the group of companies comprised of the Philippine Dealing System Holdings Corporation, which is the parent company of the group, and its operating subsidiaries, which are affiliates of PDTC, namely, PDEEx, and the Philippine Securities Settlement Corp.

Record Date means as used with respect to Maturity Date/s, two (2) Business Days immediately preceding such relevant Maturity Date/s, which shall be the cut-off date in determining the existing CP Holders entitled to receive principal and other payments due, or such other date duly notified by the Issuer.

Registry means the electronic registry book of the Registrar containing the official information on the CP Holders and the amount of CPs they respectively hold, including all transfers and assignments thereof or any liens or encumbrances thereon.

Registry Account means the account opened and maintained by the CP Holders in the Registry.

Registry Confirmation means the written advice sent by the Registrar to the CP Holders, confirming the registration in the name of such CP Holder in the Registry of the specified amount of the CPs issued to or

purchased by a CP Holder, in the Registry. The Registry Confirmation is the Securities Receipt Confirmation attached hereto as Schedule 9.

Registry Rules mean the rules of the Registrar as may be amended from time to time.

RTGS means the Philippine Payment Settlement System via Real Time Gross Settlement that allows banks to effect electronic payment transfers which are interfaced directly to the automated accounting and settlement systems of the BSP.

SEC means the Securities and Exchange Commission of the Philippines and its successor agency/ies.

Selling Agents means the Underwriter.

CPs means the CPs with an aggregate principal amount of up to ₱ 3.0 Billion, which shall be issued in connection with the Offer on Issue Date.

CP Holder means a person who, at any relevant time, appears in the Registry as the registered owner of CPs.

Tax Exempt/Treaty Documents means the following documentary requirements to be submitted by CP Holders claiming exemption from any applicable tax as proof of its tax-exempt status to the Registrar:

- a. A current and valid BIR-certified true copy of the tax exemption certificate, ruling or opinion issued by the BIR;
- b. A duly notarized declaration (in the form attached hereto as **Schedule 4** hereof) warranting its tax-exempt status or entitlement to reduced treaty rates and undertaking to immediately notify the Issuer and the Registrar and Paying Agent of any suspension or revocation of its tax exemption or treaty privileges and agreeing to indemnify and hold the Issuer and Registrar and Paying Agent free and harmless against any claims, actions, suits and liabilities arising from the non-withholding or reduced withholding of the required tax; and
- c. If applicable, such other documentary requirements as may be reasonably required by the Issuer or the Registrar or Paying Agent, or as may be required under applicable regulations of the relevant taxing or other authorities.

Tenor means the term of the CPs per tranche as follows:

Tranche O: One Hundred Eighty Two (182) days from Issue Date

Tranche P: Three Hundred Sixty Four (364) days from Issue Date

Terms and Conditions mean the applicable terms and conditions of the CPs, which is attached as Schedule 1 hereto, and made an integral part of this Agreement.

Trade Related Transactions mean transactions on the CPs other than Non-Trade Transactions executed through PDEx (upon listing of the CPs).

Underwriter means the Lead Underwriter.

1.2 **Interpretation.** All terms defined in this Agreement shall have their defined meanings when used in any certificate, report, or other document or instrument made or delivered pursuant hereto, unless the context requires otherwise. All Annexes, Schedules, or Attachments shall be considered integral parts of

this Agreement. Titles of provisions in this Agreement and references herein to Sections, Subsections and Annexes are to sections and subsections of and annexes to this Agreement. Words importing gender include feminine, masculine, and neuter. Titles of provisions in this Agreement are used for convenience of reference only and do not limit or affect the interpretation of the provisions hereof. Any references to a person includes its permitted successors and permitted assigns and words denoting persons shall include individuals, corporations, partnerships, joint ventures, trusts, unincorporated organizations, political subdivisions, agencies, or instrumentalities. Any reference to "writing" or cognate expressions includes a reference to telex, cable, facsimile transmission, electronic mails, web-based uploads, or other electronic or teleprocess instruction system or comparable means of communications, and all consents and approvals to be obtained hereunder shall be understood to be required to be in writing. The words "include", "includes", and "including" are not limiting and shall be deemed to be followed by the words "without limitation", whether or not so followed. The words "hereof", "herein" and hereunder" and words of similar import when used in any document shall refer to such document as a whole and not to any particular provision of such document. Any reference to "days" shall mean calendar days, unless a descriptive word is used to qualify the term. A reference to a "year" or annum" shall mean a year of 360 days. Other than to a third party, references to "party", "parties" or "parties hereto" or similar references and references to "Section" or "Sections" are to be construed as references to a party or the parties to this Agreement and to a section or sections of this Agreement.

Section 2 The Registrar

- 2.1 **Appointment of the Registrar.** The Issuer hereby appoints PDTC as the Registrar for the CPs, and PDTC accepts such appointment as Registrar, in accordance with the terms of this Agreement, and the Terms and Conditions.
- 2.2 **Responsibilities of the Registrar.** The Registrar shall be responsible for establishing and maintaining the Registry.
- 2.3 **Functions of the Registrar.** The Registrar shall have the following functions:
 - 2.3.1 Establish, maintain, update, and, in accordance with the Terms and Conditions, close the Registry, which shall stand as the best evidence of ownership of, and transactions with respect to, the CPs;
 - 2.3.2 Open Registry Accounts for CP Holders and record the issuance of the CPs in the Registry based solely on the Final Sales Reports submitted by the Underwriter to the Registrar. Where PDTC discovers any inconsistency between the Final Sales Report and the Application to Purchase submitted by the client subsequent to Issue Date, PDTC reserves the right to rely subsidiarily on the Applications to Purchase, to the extent that the information in the Final Sales Report is noted to be inconsistent with the Application to Purchase;
 - 2.3.3 Record or refuse to record, as appropriate, the secondary transfers of ownership over the CPs in the Registry, based solely on the instructions arising from Non-Trade Transactions and Trade Related Transactions including those effected in PDEx, should the CPs be listed in PDEx, subject to such restrictions on transfer as may be imposed for the CPs and the submission of all the documents required to support such transfers as required under the Terms and Conditions and the Registry Rules, including, without limitation, the Trade-Related Transfer Form and Non-Trade Related Transfer Form, substantially in the forms of **Schedule 5** and **Schedule 6** hereof, respectively; the written consent of the transferee CP Holder, substantially in the form of **Schedule 7** hereof; and the **Investor Registration Form** substantially in the form of **Schedule 8** hereof;

- 2.3.4 Issue a Registry Confirmation (substantially in the form attached as **Schedule 9** hereof) to the CP Holders, within seven (7) Business Days from Issue Date, in the case of the initial issuance of the CPs, and to the relevant transferees, within five (5) Business Days from date of transfer, in the case of transfers of the CPs in the secondary market;
- 2.3.5 Prepare and transmit to the requesting party the information on the CP Holders as reflected in the relevant Registry Account, upon the written request (and at the expense) of the Issuer, the Facility Agent through the Issuer, or PDEx (as applicable), and subject to applicable laws on disclosure of information or pursuant to or in compliance with any court orders or administrative orders or such orders issued by applicable regulatory agencies;
- 2.3.6 Receive and safely keep certified true copies of the duly executed Master Certificates of Indebtedness for each Tenor, the pertinent documents of the CP Holders, including duly authenticated signature cards and authorization documents of the CP Holders, and such other pertinent documents related to the CPs that may be required in connection with its registry functions or where so required by the Issuer;
- 2.3.7 Compute for the amount of Maturity Value payable to each CP Holder, and the applicable tax, if any, to be withheld from the affected CP Holder;
- 2.3.8 Prepare and transmit to the CP Holders statements of account at the Issuer's expense;
- 2.3.9 Monitor compliance with any restrictions on transfers as set out in this Agreement;
- 2.3.10 Perform such obligations as may be imposed upon it as such Registrar under this Agreement.

2.4 **The Registrar and the Primary Issuance of the CPs.**

- 2.4.1 **Form of the CPs.** The CPs will be issued in accordance with the terms of this Agreement and the Terms and Conditions. The CPs shall be in scripless form and, subject to the payment of fees to the Registrar, registered and lodged with the Registrar in the name of the CP Holders. Once lodged, the CPs shall be eligible for electronic transfer in the Registry, without the issuance or cancellation of certificates. Legal title to the CPs shall be shown in the Registry, which shall be the official registry and best evidence of ownership and all other information regarding ownership of the CPs.
- 2.4.2 At least two (2) Business Days prior to the commencement of the Offer Period, and in accordance with the Registry Rules, the Issuer shall submit to the Registrar such documents as shall be required to set up the CPs in the Registry, in the form prescribed by the Registrar or to the satisfaction of the Registrar, the list of which documents is attached hereto as **Schedule 10** hereof. The Issuer acknowledges that the procedures and timelines provided in this Agreement may be delayed should the Issuer fail to timely submit the required documents or information to set up the CPs in the Registry. In such a case and provided the Registrar is not guilty of any contributory negligence, the Registrar shall be held free and harmless for such delays. Should the Issuer submit the requirements through another party, the Issuer shall inform the Registrar in writing thereof and hereby and thereby warrants, undertakes and represents that (a) such other party delivers such documents under valid and subsisting authority from the Issuer, (b) such delivered documents are the same as those that would have been delivered by the Issuer were it to directly submit the same, and (c) the Registrar is entitled to rely solely on such delivered documents as the basis for setting-up and creating the Registry for the CPs.

2.4.3 No later than 9:00 a.m. at least three (3) Business Days prior to the Issue Date, the Issuer shall deliver or cause to be delivered to the Registrar, a report detailing the final issue size, the total amount of the CPs for purchase and the allocations of CPs among the Selling Agents. No later than 5:00 p.m. at least three (3) Business Days prior to the Issue Date and in accordance with the Registry Rules, the Issuer shall deliver or cause to be delivered through its Selling Agents the following documents, in such forms and mode of transmittal as prescribed by the Registrar, and as are necessary to determine proper allocations of the Selling Agents involved and to create Registry Accounts for CP Holders in the Registry:

- 2.4.3.1 Two (2) certified Final Sales Report: (a) one for tax-exempt accounts; and (b) another one for taxable accounts, from each Selling Agent, both reports in electronic and written form, detailing the purchases of the CPs by the CP Holders;
- 2.4.3.2 The Registrar's copy of each completed Application to Purchase of the CPs accepted by the Issuer, and the other documentary requirements received by them;
- 2.4.3.3 Where applicable, the BIR-certified Tax Exempt/Treaty Documents for the relevant CP Holders;
- 2.4.3.4 In case of a non-PDS registered Cash Settlement Bank, duly executed Cash Settlement Bank Designation, in the form attached herewith as **Schedule 11**; and
- 2.4.3.5 Other documents as may be reasonably required by the Registrar.

The Registrar shall register in its Registry on Issue Date the amount of the CPs held by each accepted applicant and the information needed to create the Registry Account based solely on the certified Final Sales Reports from each of the Selling Agents.

2.4.4 Notwithstanding the submission to the Registrar of the Final Sales Report and the reliance by the Registrar on the same to create the Registry Account, the Registrar reserves the right to verify or ensure the accuracy of any entry in the Registry. Further hereto, the Registrar commits to upload to, and accurately reflect in the Registry only the data and information contained in such Final Sales Report.

2.4.5 The Issuer's appointed agents shall be solely responsible for ensuring the accuracy of information regarding, as well as the completeness of the documents relating to, the CP Holders which are submitted to the Registrar. The Registrar shall not be held liable for delays in the delivery of required documents as well as issuance of Registry Confirmations to CP Holders as a result of incomplete and/or late submissions by the Issuer's appointed agents of the required documents. Any costs, expenses or damages incurred or suffered to be paid by the Registrar as a result of such delays or inaccuracies shall be borne by the Issuer-appointed agent involved.

2.4.6 The Underwriter shall be given five (5) Business Days after Issue Date to remedy or cure any documentation deficiency as stated in the Final Sales Report. The Registrar will not issue a Registry Confirmation to the CP Holder pending completion of documentation. In addition, such CP Holder will not be allowed to sell or transfer his securities until such deficient document/s has been remedied.

2.4.7 Notwithstanding the preceding section, the Registrar is hereby authorized to allow correction of data in the Registry, not later than 12:00 noon, one (1) Business Day before the Issue Date only under the following instances:

- 2.4.7.1 Any change to correct information provided in the Final Sales Report to make it consistent with the Application to Purchase prior to Issue Date; or
- 2.4.7.2 Substitution of CP Holders in the Final Sales Report submitted by the Selling Agents; *Provided*, that the following conditions concur:

- (a) Complete documentation relating to the substitute CP Holder is submitted to the Registrar;
- (b) The substitution of any CP Holder shall not prevent timely final entries into the Registry; and
- (c) The substitution will not result in an increased number of Applications to Purchase as reflected in the Final Sales Report nor number of Registry Accounts.

2.4.8 Any subsequent change to the information once recorded by the Registrar in its Registry on Issue Date shall require the written authorization of the CP Holder, unless the change is to correct information provided in the Final Sales Report to make it consistent with the Application. In case the change is to correct information provided in the Final Sales Report to make it consistent with the Application to Purchase, the Registrar shall charge the Underwriter a fee equivalent to One Hundred Pesos (₱100.00) for every account that requires a subsequent change.

2.4.9 On Issue Date, the Registrar shall reflect the ownership of the CPs, as well as the relevant details concerning the CP Holders, in the Registry as warranted under the Final Sales Reports submitted to it by the Underwriter in accordance with the Registry Rules and prescribed forms. Any subsequent change to such information, other than a change in ownership of the CPs, as recorded by the Registrar shall require the written authorization of the CP Holders duly endorsed by the respective Selling Agents. For purposes hereof, the Registrar shall be entitled to rely solely on the Final Sales Reports submitted by the Underwriter to the Registrar. Where PDTC discovers, after Issue Date, any inconsistency between the Final Sales Report and the Application to Purchase submitted by the CP Holder, PDTC reserves the right to rely subsidiarily on the Applications to Purchase, to the extent that the information in the Final Sales Report is noted to be inconsistent with the Application to Purchase. All such changes in the entries after Issue Date, shall require an affidavit of correction from the relevant Selling Agent attesting to the propriety of such change and payment by the relevant Selling Agent of a fee amounting to One Hundred Pesos (₱100.00) or as the same may be updated from time to time, for each account requiring changes to the entries.

2.4.10 The Registrar may require submission or completion of additional documents to update the records of a CP Holder after the Issue Date for purposes of compliance with the provisions of the Anti-Money Laundering Laws of the Philippines (“AMLA”), or other relevant laws or regulations. The parties acknowledge that the Registrar is not required to exhaust all possible actions to resolve any deficiency and/or inconsistency and shall not be held liable for any failure to so act or for the failure of the Selling Agents to notify the Registrar of such deficiency and/or inconsistency, unless such failure to act is due to the gross negligence or fraud on the part of the Registrar.

2.4.11 After Issue Date, the Registrar shall release: (i) to the Issuer and the Facility Agent through the Issuer, the final list of all CP Holders recorded as such in the Registry, containing the names, addresses and account details of the CP Holders to whom CPs have been issued on the Issue Date, the amount of the CPs held by them, and such other information as may be agreed upon between the Registrar and the Issuer which release shall in any case be made no later than one (1) Business Day after Issue Date, and (ii) to each CP Holder, a Registry Confirmation confirming the principal amount of the CPs held by such CP Holder, in the mode specified in the Final Sales Report, at the Issuer’s expense, which release shall in any case be made no later than seven (7) Business Days after Issue Date provided that the Registrar will not issue a Registry Confirmation to a CP Holder whose documentation is pending completion and such CP Holder will not be allowed to sell or transfer his securities until such deficient document/s has been remedied. It is

hereby understood that the Registrar shall not record in the Registry, or issue Registry Confirmations to, CP Holders that would exceed the maximum amount of the Issue as authorized by the SEC.

2.4.12 A CP Holder has twenty (20) calendar days from the date indicated in its Registry Confirmation, to request PDTC for amendment, correction or completion of the relevant information in the relevant Registry. The CP Holder shall within such period, request the Registrar, through the Selling Agent, to amend entries in the Registry by issuing an Affidavit of Correction duly endorsed by his Selling Agent. The Selling Agent shall be responsible for informing the Registrar of the said corrections requested by the CP Holder and shall solely coordinate with the Registrar for this purpose. The Registrar shall not in any way be obliged to coordinate directly with the CP Holder. Any costs or expenses incurred by the Registrar as a result of such correction, if the same is due to the erroneous recording of the details of the CP Holder in the Final Sales Report submitted by the Selling Agent, shall be borne by the relevant Selling Agent in accordance with the Registry Rules. Otherwise, such cost shall be borne by the CP Holder.

2.4.13 On agreement with the Issuer, the Registrar shall likewise receive the certified true copies of the Master Certificate of Indebtedness and reference the amount indicated therein to maintain consistency with respect to the total amount recorded in the Registry.

2.5 *The Registrar and the Secondary Market for the CPs.* In the secondary market, the Registrar shall:

2.5.1 Effect transfers of the CPs, which transfers may only be made upon listing of the CPs in PDEX through a PDEX Trading Participant.

2.5.2 Record the ownership of CP Holders consequent to secondary market transfers and Non-Trade Transactions in accordance with the Registry Rules and its requirements.

2.5.3 Issue Registry Confirmations to CP Holders in accordance with the Registry Rules and its requirements. For purposes hereof, the Issuer hereby acknowledges that the Registrar shall comply with its obligations hereunder in the mode elected by the CP Holder, which may include, among others, electronic mail to a designated account.

2.5.4 Where the CPs become listed on PDEX, all Trade Related Transactions must be coursed through PDEX in accordance with the PDEX Rules and conventions.

2.5.5 Notwithstanding Section 2.12, transfers that take place after the CPs are listed in PDEX between taxable and tax-exempt entities shall be allowed to be recorded in the Registry of CP Holders without restriction and observing the tax exemption of tax exempt entities, if and/or when so allowed under, and in accordance with the relevant rules, conventions and guidelines of PDEX and PDTC.

2.5.6 The Issuer hereby acknowledges that PDEX Trading Participants may engage in secondary market transfers on the CPs and be primarily and directly responsible for facilitating the necessary entries into the relevant Registry with respect to secondary market trades in which they are involved, by submission of such requirements prescribed by the Registrar.

2.5.7 The Registrar shall report to PDEX any breach of any prohibitions on the holdings or transfers of the CPs within twenty-four (24) hours from occurrence thereof, in accordance with the relevant PDEX rules.

2.5.8 The Issuer hereby acknowledges that transactions on the CPs after the primary issuance (secondary market trading and non-trade transactions) are subject to the standard trading,

clearing, settlement, depository maintenance and transfer fees or capital gains taxes, as applicable.

2.5.9 The Issuer hereby acknowledges and accepts that secondary market trading and settlement of the CPs shall likewise be governed by applicable PDEx Rules and conventions.

2.5.10 For the efficient handling of CPs under the non-restricted trading and settlement environment, PDTC shall create such taxable and tax-exempt settlement accounts, as may be necessary to accurately reflect the movement in ownership of the CPs.

2.6 **PDEx Listing.** The Issuer undertakes to list the CPs for trading in PDEx within a reasonable period of time.

2.7 **Tax-Exempt Accounts.** The Registrar shall allow the opening and maintenance of tax-exempt Registry Accounts upon submission of the Tax Exempt/Treaty Documents in accordance with the Terms and Conditions and such other documents as may be required by the Issuer and the Registrar. Such Registry Accounts shall be operated and maintained in accordance with the Registry Rules. Unless properly provided with satisfactory proof of the tax-exempt status of a CP Holder, the Registrar and Paying Agent may assume that such CP Holder is taxable and proceed to apply the tax due on the CPs. Notwithstanding the submission by the CP Holder, or the receipt by the Issuer or any of its agents, of documentary proof of the tax-exempt status of a CP Holder, the Issuer may, in its sole and reasonable discretion, determine that such CP Holder is taxable and require the Registrar and Paying Agent to proceed to apply the tax due on the CPs. Any question on such determination shall be referred to the Issuer.

2.8 **Non-Trade Transactions.** The Registrar shall record transfers arising from Non-Trade Transactions only upon submission of all the documents required to support such transfers as required under the Registry Rules, including the submission of the Non-Trade Related Transfer Form.

2.8.1 The Registrar shall have the right to refuse recording of any Non-Trade Transaction should the requesting party fail to submit the required documents or where recording the same shall result in a violation of a law, rule or regulation.

2.8.2 The Transferee shall be required to open or maintain a Registry Account, in accordance with the Registry Rules.

2.8.3 Upon recording of the Non-Trade Transaction in the Registry, the Registrar shall issue a Registry Confirmation in the transferee's name in accordance with the Registry Rules.

2.9 **The Payment Report.** No later than 4:00 p.m. on the day immediately succeeding the Record Date, the Registrar shall prepare and submit to the Issuer (in electronic or printed form) a report (a "**Payment Report**"), with the following information effective as of Record Date: (a) the names of the CP Holders; (b) the amounts due on the outstanding CPs held by each CP Holder; (c) the tax status of each CP Holder, if relevant or applicable; (d) the corresponding withholding tax to be withheld for each CP Holder, if any; and (e) the total amount, net of any applicable withholding taxes, due to each of the CP Holders on Maturity Date.

2.10 **Other Similar Reports for Purposes of Payment by the Issuer.** For the purpose of effecting settlement of the Maturity Value of the CPs due to each CP Holder, the Registrar shall, no later than one (1) Business Day succeeding the Record Date for the Maturity Date provide the Issuer the list of CP Holders who are entitled to receive the Maturity Value on the Maturity Date, the amount of payment due to each such CP Holder, the tax status of each CP Holder, if relevant or applicable, the corresponding withholding tax to be withheld for each CP Holder, if any, and the total amount, net of any applicable withholding taxes, due to each of the CP Holders on Maturity Date.

2.11 **Payment Instruction Report.** The Registrar shall, at or prior to 4:00 p.m., at least one (1) Business Day before each Maturity Date, prepare and submit to the Issuer, and following Issuer's confirmation, to the relevant Cash Settlement Bank of the CP Holders, and the Paying Agent, a report or statement (the "Payment Instruction Report"), detailing the following:

- 2.11.1 the list of the CP Holders who have appointed such Cash Settlement Bank and who are entitled to payment on the relevant Maturity Date (the "Principals");
- 2.11.2 the total gross amounts falling due to each of their respective Principals on the Maturity Date; and
- 2.11.3 such other information relevant for the purposes.

2.12 **Restricted Transfers.** The Registrar shall not reflect any transfers in the relevant Registry accounts where the same are restricted transfers on the CPs as follows:

- 2.12.1 Transfers between persons of varying tax status.
- 2.12.2 Transfers by CP Holders with deficient documents.
- 2.12.3 Transfers during a Closed Period.
- 2.12.4 Except as otherwise contemplated under the Terms and Conditions, none of the CP Holders shall have the right to require the Issuer to redeem and repay any or all of the CPs before the Maturity Date. Transfers of the CPs to a person other than the Issuer shall not constitute pretermination.

2.13 Recognition of PDTA Registry Rules

- 2.13.1 The Issuer shall, through the Registrar, inform the CP Holders of the Registry Rules. The Registrar shall furnish CP Holders copies of the same together with the Registry Confirmation. Any amendment or supplement to the said Registry Rules shall be timely communicated by the Registrar to the CP Holders.
- 2.13.2 By execution hereof, the Issuer acknowledges and undertakes that its CP Holders shall be bound by the Registry Rules, as the same may be amended from time to time.

2.14 Instructions.

- 2.14.1 The Registrar is authorized to act on any instructions given by the Issuer, the Underwriter, the Selling Agents, the Facility Agent through the Issuer, PDEx, PDEx Trading Participants or their authorized personnel by any of the following methods: (a) in writing; (b) by telegram, telex, facsimile, S.W.I.F.T., or other electronic or teleprocess instruction system acceptable to the Registrar (whether tested or untested); or (c) any other methods agreed to by the Registrar.
- 2.14.2 The Registrar may rely, without any liability on its part, upon any instructions or documents (or the signature thereon and including a facsimile subject to certain limitations) believed by it in good faith to be given by the Issuer, the Selling Agents, the Underwriter, the Facility Agent through the Issuer or PDEx, PDEx Trading Participants or their authorized personnel, or to be genuine, provided, however, that the Registrar is not guilty of fraud, evident bad faith, gross negligence or willful misconduct. The Registrar shall have no responsibility for any losses or liabilities whatsoever should such instructions or documents (or the signature thereon) turn out to be unauthorized, erroneous, or fraudulent provided, that the Registrar (including its officers

and employees) is not guilty of gross negligence or willful misconduct in its reliance on the said instructions or documents.

- 2.14.3. Instructions shall continue in full force and effect until cancelled or superseded.
- 2.14.4. The Registrar may, without any liability, refuse to execute any instruction if, in its opinion: (a) there are reasonable grounds for believing that the instruction or liabilities arising from the execution of such instruction may not be adequately covered by the relevant CPs and/or funds; (b) personal liabilities may be incurred by it pursuant to such instruction; (c) satisfactory arrangement for the settlement of any outstanding issue hereunder has not been made; or (d) the instruction may be unauthorized or fraudulent. If any instructions are, in the Registrar's opinion, conflicting and/or ambiguous, the Registrar may, without any liability on its part, refuse to execute such instructions until such conflict or ambiguity has been resolved to its satisfaction. In any case, the Registrar shall coordinate with the Issuer, the Underwriter, the Selling Agents, the Facility Agent through the Issuer, PDEx, PDEx Trading Participants or their authorized personnel on its action regarding any instructions.
- 2.14.5. Instructions, the handling of CPs and/or payments thereon, and the provision of services hereunder shall be carried out subject to the applicable rules, laws, operating procedures, and market practice, if any, of any relevant securities exchange, clearing house, sub-custodian, agents, depository, settlement system, market, or jurisdiction where they are to be executed. In this regard, the Registrar shall be entitled to execute any instructions in accordance with its normal market practice and operational procedures, insofar as it may consider these practicable and reasonable. The Registrar may further refuse to execute any instruction or accept any deposit if, in its opinion, such instruction is contrary to any applicable law, rule, or other regulatory requirement (including those arising from any governmental authority, self-regulatory organization, stock exchange, clearing house, depository, settlement system, or market) or the assets for deposit are not in good order. In any case, the Registrar shall coordinate with the Issuer, the Underwriter, the Selling Agents, the Facility Agent through the Issuer, PDEx, PDEx Trading Participants or their authorized personnel on its action regarding any instructions.
- 2.14.6. The Registrar shall be under no duty to assess the prudence or correctness of any instructions or to give advice in relation thereto, and may act on the instructions irrespective of their prudence or correctness.

2.15 **Transactions Deemed Authorized.** In the absence of contrary instructions and so long as the Registrar is prepared to provide the registry services enumerated below, the Registrar is authorized by the Issuer to carry out the following transactions at the Issuer's expense and at the Registrar's discretion relating to the CPs without requiring further instructions from the Issuer:

- 2.15.1. Complete and sign any affidavits, certificates of ownership, or other certificates relating to the CPs in connection with the Registrar's duties under this Agreement which may be required by the tax or any other regulatory authority;
- 2.15.2. Make cash disbursements or payments for any fees, taxes, duties, levies, expenses, and/or any payments incurred in connection with the Registrar's duties under this Agreement;
- 2.15.3. With written notice to the Issuer, use any reputable and competent party (including clearing systems, depositories, sub-custodians, outsourcing, or overseas data processing agents, and any member of the PDS Group) to perform and/or to assist or advise the Registrar in performing any of its services and duties under this Agreement. The Registrar may delegate to any such party any of its services or duties under this Agreement, provided, that the Registrar shall use

reasonable care to ensure that it uses only reputedly competent parties, and provided, further, that the Registrar shall be responsible for the actions of any such party used by the Registrar; The requirement of a prior written notice herein shall not apply when the use of any reputable and competent party is in compliance with regulatory requirements in connection with this Agreement; and

- 2.15.4 Do all such acts as the Registrar may consider to be necessary or desirable for the above or in order to perform its duties under this Agreement (including any conversion of currency at the prevailing rate as reasonably determined by the Registrar where such conversion is necessary).

2.16 *Segregation, Identification, and Registration.*

- 2.16.1 In accordance with the Registrar's Rules, the CPs may be maintained by the Registrar in an omnibus clients' securities account, and the Registrar warrants that it will not mingle its own assets with assets of other Registry account holders.
- 2.16.2 The CPs shall always be clearly identified in the Registrar's records as being held for the CP Holders.
- 2.16.3 The Registrar's records relating to the CPs shall be open to inspection or audit at reasonable times (subject to prior written notice) by the auditors and representatives of the Issuer; Provided, that such inspection or audit shall not violate any applicable laws. The Registrar shall ensure that there are no unreasonable delays in allowing or implementing the inspection or audit by the representatives and auditors of the Issuer.

**Section 3
Provisions Specific to the Paying Agent**

3.1 ***Appointment as the Paying Agent.*** The Issuer hereby appoints PDTC as Paying Agent for the CPs, and PDTC accepts such appointment as Paying Agent in accordance with the terms of this Agreement.

3.2 ***Functions of the Paying Agent.*** The Paying Agent shall have the following functions:

- 3.2.1 perform the functions of a paying agent for the periodic payment of the Maturity Value for each Tenor, when due, to the CP Holders; and
- 3.2.2 open and maintain on behalf of the Issuer, the PDTC Payment Account with the Payment Account Bank designated by the Issuer, and act as its authorized signatory.

**Section 4
Payments**

4.1 ***Designation of the Payment Account Bank by the Issuer.*** The Issuer shall designate a bank as its Payment Account Bank, subject to the concurrence of the Paying Agent who shall have the right to impose such reasonable requirements on the Payment Account Bank as shall be necessary to efficiently operationalize the Payment Account.

4.2 ***The Payment Account.*** As soon as practicable, the Paying Agent shall open with the Payment Account Bank, one Payment Account for the CPs. The Payment Account shall be operated solely and exclusively by the Paying Agent in accordance with this Agreement and payment of principal on the relevant Maturity Date shall be made from such Payment Account. All transactions on the Payment Account shall be signed by the duly designated authorized signatories of the Paying Agent. All costs for opening, maintaining and operating the Payment Account shall be for the account of the Issuer.

- 4.2.1 The Issuer shall provide the necessary funds to cover the initial deposit and shall provide the minimum maintaining balance required by the Payment Account Bank, if so required.
- 4.2.2 The Payment Account shall be opened in the following names, "***PDTA as Paying Agent of SL Agritech Corporation Due 18 June 2021 for Series M and 17 December 2021 for Series N, FAO CP Holders***". All the disbursements for principal payments to be effected out of the said Payment Account shall be signed by the duly designated authorized signatories of the Paying Agent.
- 4.2.3 The Issuer shall maintain the Payment Account while the CPs are Outstanding, and until six (6) months past the Maturity Date. Then, the Payment Account shall be closed by the Paying Agent and any balance remaining in such account shall be turned over to the Issuer which shall nevertheless continue to hold such balance in trust and for the irrevocable benefit of the CP Holders with unclaimed principal payments. The Paying Agent's responsibility to effect payments to CP Holders as provided for in this Agreement shall cease upon transfer of the funds to the Cash Settlement Banks nominated by the CP Holders or the return of the balance to the Issuer upon closure of the Payment Account.

4.3 ***Payment to the Paying Agent.*** The Issuer shall, at or prior to 9:30 a.m. on each Maturity Date and on the basis of the Payment Report submitted by the Registrar as provided in Section 5.3.1 hereof, transfer to the Paying Agent via on us check deposit into the relevant Payment Account such amount as may be required for the purposes of such payment.

4.4 ***Payment Administration After Receipt of Full Payment from the Issuer on Each Maturity Date.*** Payment administration by the Paying Agent shall be effected in accordance with the Registry Rules.

- 4.4.1 The Paying Agent shall pay, or cause to be paid, on behalf of the Issuer on or before 12:00 noon on each Maturity Date the total amounts due in respect of the CPs through a direct credit (via RTGS) of the proper amounts, net of taxes and fees (if any) to the Cash Settlement Banks of the CP Holders, for onward remittance to the relevant Cash Settlement Account of the CP Holders with the Cash Settlement Bank no later than 3:00 p.m. on each Maturity Date.
- 4.4.2 The Paying Agent shall generate and send to each CP Holder, a credit advice (in the mode elected by such CP Holder either through electronic mail, registered mail as indicated in the Final Sales Report submitted by the Selling Agent) of payments credited to their account. The cost of mailing and other related costs in the distribution of the advice shall be for the account of the Issuer.
- 4.4.3 The Paying Agent shall also send an email to the Issuer that all principal payments due on the CPs on each relevant Maturity Date have been paid by Issuer and remitted by the Paying Agent to the CP Holders.

4.5 ***Receipt of Insufficient Payment from the Issuer.*** In the event that the Issuer fails to timely remit any part of the amounts due to the CP Holders on a Maturity Date, the Issuer shall so inform the CP Holders (and in any case within two (2) Business Days from the relevant Maturity Date). If only part of the amount payable in respect of the CPs is paid (except as a result of a deduction of tax permitted by the Terms and Conditions), any amount delivered to the Paying Agent as aforesaid shall be distributed by the Paying Agent proportionately to the CP Holders towards the satisfaction of the amount due on the CPs on such Maturity Date, without prejudice to any right or remedy that a CP Holder may have against the Issuer. Unless and until the payment due or owing to the CP Holders has been made to the Paying Agent by the Issuer, the Paying Agent will not be bound to make any such payment or advance any sums using its own funds to the CP Holders.

4.6 ***Non-Receipt of Payment from the Issuer or Late Payment by the Issuer.*** The Issuer shall forthwith notify the Paying Agent and its CP Holders of the fact that payment of the amount due and payable under the Outstanding CPs by the time specified in Section 4.3 above shall be delayed. If the Paying Agent, however, receives the full amount payable on a later date, it will forthwith (and in any case within two (2) Business Days from the date of receipt) make such payments in respect of the CPs in accordance with this Agreement.

4.7 ***CP Holders' Cash Settlement Accounts.*** The Issuer acknowledges that each CP Holder shall designate and maintain a cash account with a Cash Settlement Bank where the principal payments due the CP Holder shall be credited. A list of PDS-registered Cash Settlement Banks shall be provided to the Issuer, Underwriter and Selling Agents prior to the start of the Offer Period. The Issuer acknowledges that the Paying Agent is constrained by legal requirements from being able to validate the existence of Cash Settlement Accounts of CP Holders and hereby commits that its appointed agents shall conduct the validation procedures necessary to ensure the validity of such Cash Settlement Accounts. The Issuer further acknowledges that the failure of its appointed agents to conduct these procedures may result in delays or errors in the distribution of payments to CP Holders. In these cases, the Paying Agent shall be indemnified and held free and harmless from any and all costs, expenses, and damages that it may incur or suffer to incur by reason of the inaccuracies in CP Holders' Cash Settlement Accounts and consequent failure to receive amounts due on the CPs, or delays therein.

4.8 ***Withholding or Deduction.*** If the Issuer is, in respect of any payment for the CPs, compelled to withhold or deduct any amount for or on account of any taxes, duties, assessments or governmental charges as contemplated by the Terms and Conditions, the Issuer shall give notice to the Registrar as soon as it becomes aware of the requirement to make the withholding or deduction and shall give to the Registrar such information as the Registrar shall require to enable it to reflect such requirement in the Payment Report indicated under Section 2.9. Notwithstanding the submission of documentary proof of the tax-exempt status of a CP Holder, the Issuer may, in its sole and reasonable discretion, determine that such CP Holder is taxable and require the Registrar and Paying Agent to proceed to apply the tax due on the CPs. Any question on such determination shall be referred to the Issuer.

4.9 ***Repayment.*** If claims in respect of any principal become void under the Terms and Conditions, the Paying Agent shall forthwith return to the Issuer the amount which would have been due if presentation for payment had been made before such claims became void. The Paying Agent shall not, however, be otherwise required or entitled to return any sums received by it under this Agreement.

Section 5 Records and Reports

5.1 ***Records.*** The Registrar shall maintain the Registry and other pertinent records relating to the CPs, all of which shall be available for inspection by the Issuer, or the Facility Agent upon the Issuer's instructions, during normal business hours, subject to prior written notice to the Registrar and provided that such inspection shall be reasonable and not violate applicable laws. The Registrar may, at its option, make copies of the documents received from the Selling Agents. The Registrar shall verify the identification and signature of the CP Holders against the identification documents or the digital copies thereof in its possession, in relation to any request for change of information regarding the CP Holder or instructions in relation to the secondary trading of the CPs. The Issuer is aware of and confirms that the digitalization of the documents shall result only in two-dimensional copies thereof and the Registrar shall not be required to verify beyond the features or information captured by such two-dimensional digital copy.

5.2 ***PDEX.*** Should the CPs be listed on the PDEX, transactions executed on the PDEX Trading System shall be traded and settled in accordance with the relevant rules of PDEX.

5.3 **Reports.** The Registrar or Paying Agent, as the case may be, shall prepare the following reports and submit to the appropriate party or parties as follows:

- 5.3.1 the Payment Report referred to in Section 2.9, which shall be made by the Registrar and submitted to the Issuer at or prior to 4:00 p.m. one (1) Business Day after every Record Date;
- 5.3.2 the Payment Instruction Report referred to in Section 2.11, which shall be made by the Registrar and submitted to the Issuer, Cash Settlement Banks, and Paying Agent at or prior to 4:00 p.m. at least one (1) Business Day before each Maturity Date;
- 5.3.3 a statement of the amount of CPs outstanding in the name of a CP Holder, which shall be prepared by the Registrar and released to each relevant CP Holder no later than twenty (20) Business Days from the end of each quarter; and
- 5.3.4 such other transaction advice, statements or reports as stated in this Agreement and as may be reasonably required by the Issuer.

5.4 **Conclusiveness of Reports.** All of the reports, transaction advice or statements referred to in Section 5.3 shall, save in the case of manifest error or fraud, be final and binding on the Issuer or the CP Holder. The Issuer and/or the CP Holder shall examine such reports, transaction advice or statements and promptly (and in no case more than thirty (30) calendar days from receipt thereof) notify the Registrar and Paying Agent in writing of any error and they shall together resolve to correct such error promptly (and in no case more than five (5) Business Days from receipt of the notice by the Registrar and Paying Agent), failing which such transaction advice, statement or report shall be conclusive against the Issuer or the CP Holder, as the case may be.

Section 6 Representations and Warranties

6.1 **The Issuer's Representations and Warranties.** The Issuer represents and warrants that:

- 6.1.1 it (and, if applicable, any person on whose behalf it may act as agent or in a representative capacity) has and shall continue to have full capacity and authority to enter into this Agreement and to carry out the transactions contemplated in this Agreement, and has taken and shall continue to take all action (including the obtaining of all necessary corporate approvals and governmental consents) to authorize the execution, delivery and performance of this Agreement;
- 6.1.2 the terms of this Agreement as well as compliance with such terms do not constitute a breach of any obligations by which it is bound whether arising by its charter documents, any contract, or operation of law;
- 6.1.3 it shall execute and deliver such documents and perform such further acts as the other party may reasonably require in relation to this Agreement;
- 6.1.4 It shall fully, timely, and unconditionally comply with all items imposed under the laws, relevant rules and regulations;
- 6.1.5 It has obtained the required regulatory approvals to issue the CPs which approval has not been revoked, qualified, or restricted, and shall fully, timely, and unconditionally comply with all other terms and conditions imposed by the appropriate regulatory authorities regarding the issuance of the CPs while any portion of the CPs remains outstanding;

- 6.1.6 it shall, on the Issue Date, execute a Master Certificate of Indebtedness for each Tenor and deliver certified true copies of each to the Registrar and Paying Agent;
- 6.1.7 it shall, when so requested in writing, provide any and all information reasonably needed by the Registrar and/or Paying Agent to enable them to respectively comply with their respective responsibilities and duties; *Provided*, that, in the event that the Issuer cannot, for any reason, provide the required information, the Issuer shall immediately advise the party requesting the same and shall perform such acts as may be necessary to provide for alternative information gathering.

These representations and warranties are true and correct as of the date hereof and be deemed repeated on Issue Date and shall remain true and correct as long as the CPs remain outstanding.

- 6.2 ***The Registrar's and Paying Agent's Representations and Warranties.*** PDTC, as Registrar and/or Paying Agent, represents and warrants that it is duly licensed by the SEC to act and perform the responsibilities of a Registrar and/or Paying Agent, and that its representation and warranty herein shall remain true and correct for the period of the subsistence of this Agreement. Furthermore:
 - 6.2.1 It is a third party that has no subsidiary or affiliate or any other relationship with the Issuer that would undermine its independence;
 - 6.2.3 It has adequate facilities, attributes, and organization required of a registrar and paying agent.

Section 7 **Event of Default**

- 7.1 ***Event of Default.*** The Issuer shall be considered in default under the CPs in case it fails to pay any principal due on the CPs on each Maturity Date. In such instance, the procedure under Sections 4.5 and 4.6, as may be appropriate, shall be implemented.

Section 8 **Indemnities, Fees, and Expenses**

- 8.1 ***Indemnification of the Issuer.*** PDTC agrees to indemnify and hold the Issuer, its stockholders, directors, officers, employees, and agents free and harmless from all losses, claims, damages, liabilities, and expenses, including attorney's fees, or actions with respect to, arising out of, or by virtue of the failure of PDTC as Registrar and/or Paying Agent, to comply with any of its undertakings, covenants, or other obligations herein; *provided* that, PDTC shall not indemnify the Issuer for such losses or actions arising out of or attributable to the gross negligence or willful misconduct of the Issuer. The foregoing shall be without prejudice to the right of the Issuer to pursue all available remedies for the breach by PDTC of its obligations under this Agreement.
- 8.2 ***Indemnification of PDTC.*** In addition to other indemnities provided elsewhere in this Agreement, the Issuer agrees to indemnify PDTC, and to hold PDTC free and harmless against all charges, costs, damages, losses, claims, liabilities, expenses, fees, and disbursements (together with any value-added tax or similar tax imposed from time to time), that PDTC may suffer or incur howsoever in connection with or arising from this Agreement; including the Issuer's position with respect to the taxability or non-taxability of the CPs and/or interest income on the CPs, or on any transfer or negotiation of the CPs, as well as on the necessity and timing of obtaining a confirmatory ruling on the matter; *provided*, that this provision shall not be available to the Registrar if the liabilities for which it is seeking indemnity arise from its own gross negligence or willful misconduct.

PDTC shall also be protected and shall incur no liability (and the Issuer undertakes to indemnify PDTC against any such liability) for or in respect of any action taken or omitted to be taken or anything suffered by it in reliance upon any notice, direction, consent, certificate, affidavit, statement or other document, or any telephone or other oral communication, relating to its duties hereunder reasonably believed to be genuine and correct and to have been delivered, signed, sent, sworn or made by or on behalf of the Issuer.

8.3 *PDTC's Scope of Responsibility and Limitation of Liability*

- 8.3.1 In the performance of its obligations under this Agreement, PDTC shall exercise such judgment and care under the circumstances then prevailing that persons of prudence, discretion, intelligence, and familiarity with such matters exercise in the management of their own affairs. In addition, PDTC shall not be held liable for any of its act or omission unless: (a) such act or omission was committed with fraud, evident bad faith, gross negligence, willful omission; or (b) it failed to exercise the skill, care, prudence, and/or diligence required by law under the circumstances. PDTC shall not be liable for any consequential or indirect loss. The Issuer shall promptly inform PDTC in writing of any loss or damage and shall, when possible, take steps to mitigate such loss or damage. PDTC's liability as herein provided for shall be limited only to that proportion of loss or damage suffered by the Issuer as determined by a court of competent jurisdiction to be attributable to PDTC.
- 8.3.2 PDTC is entitled at its discretion (but shall not have the obligation) to reverse incorrect credit entries to any accounts (including such an instance where an entry was made in anticipation of receipt of funds/assets that were not delivered), provided that prior written notice thereof shall be given to the Issuer.
- 8.3.3 Upon receipt of each transaction advice, statement of account, or report supplied to it by PDTC, the Issuer shall examine the same and promptly notify PDTC of any error in writing and subject to observance of Section 5.4 hereof, failing which the entries in the relevant Registry shall be conclusive against the Issuer.
- 8.3.4 Unless there is contributory negligence or fault on the part of PDTC, it assumes no responsibility for any loss/liability owing to any reason or cause beyond its control, including nationalization, currency turmoil or restrictions, fire, acts of war, acts of God, acts of any authority whether de jure or de facto, requirements of/change in any laws or regulations, strikes or industrial action, acts of terrorism, failure of courier/delivery service, or acts or disruption of any relevant securities exchange, depository, clearing house, settlement system, or market, and loss or malfunction of utilities or computers (hardware and software). PDTC's liability as herein provided for shall be limited only to that proportion of loss or damage suffered by the Issuer as determined by a court of competent jurisdiction to be attributable to PDTC.
- 8.3.5 PDTC shall not be liable for statements, reports, files, and/or advice sent electronically to CP Holders. CP Holders who opt to receive such statements electronically shall be required to execute an indemnity clause in the Application to Purchase or Investor Registration Form to hold PDTC free and harmless from any liability, loss, suit, or damage that may arise due to the electronic delivery of such statements.
- 8.3.6 PDTC shall not be liable for any negligence, default, failure or delay of any Underwriter, any Selling Agent, PDEx Trading Participant, depository, clearing system, securities registration body, or securities Registrar (or similar party), and any losses arising therefrom (including non-receipt of any payments from the Issuer).

- 8.3.7 Notwithstanding any assistance rendered by PDTC in connection with tax matters, the Issuer shall be solely and ultimately responsible for determining the applicable tax rates to be applied to the issuance and sale of the CPs and to the gross interest accruing to the CP Holders, reflecting the same in the relevant returns, preparing and filing all such tax returns, payments, reports, and other tax matters on any transactions undertaken pursuant to this Agreement that must be made on time to any relevant authority, whether governmental or otherwise.
- 8.3.8 PDTC shall not: (i) be responsible for monitoring if tax payment has been properly remitted by the relevant PDEx Trading Participant, and (ii) be required to request proof of said payment by the PDEx Trading Participant; and shall be held indemnified, free, and harmless from any claims, charges, and assessments from the foregoing.
- 8.3.9 The Issuer understands that regulatory authorities may require PDTC to furnish information concerning the ultimate beneficiaries of any account held by it. Upon PDTC forwarding any such regulatory authority's requirement to the Issuer, the Issuer shall furnish such information to PDTC for onward transmission or directly to the relevant regulatory authority in accordance with the local laws. Any inaction or delay in the compliance of the Issuer with the requirement of regulatory authorities properly notified by PDTC shall free it from any harm and liability caused by such inaction.
- 8.3.10 Except as otherwise provided elsewhere in this Agreement, PDTC shall not have any duty to monitor the compliance by the Issuer or its customers/agents with any guideline or restriction imposed by the Issuer's charter documents or by any other document, law, or regulation including compliance with any investment restriction and any notification requirement relating to the Issuer's or its customers'/agents' beneficial ownership of securities.
- 8.3.11 The Issuer and any of the Selling Agents in the case of the initial issuance of the CPs, and the PDEx Trading Participants, in the case of secondary trades on the CPs, shall be responsible for establishing the bona fide identity of each of the CP Holders in accordance with the AMLA, as well as its own internal policies regarding "knowing your customer" and anti-money laundering. PDTC shall be entitled to rely on the strict performance by the Issuer and any of the Selling Agent, and/or the PDEx Trading Participants, as the case may be, of their obligations under the AMLA. Nothing herein, however, shall be construed as preventing any of the parties from performing their own investigation in accordance with the AMLA and their own internal guidelines and standards.
- 8.3.12 No liability will be incurred by PDTC if, in the event of any dispute or question as to the scope of its functions and authority, it acts in accordance with the terms and conditions of this Agreement.
- 8.3.13 The Registrar and Paying Agent shall not be construed as acting as investment manager or investment adviser to the Issuer or any of the CP Holders.
- 8.3.14 None of the Selling Agents shall be construed, deemed, or implied as acting as or agreeing to act as a Cash Settlement Bank as this term is defined, used, understood, or construed under any of the rules or regulations or memoranda of the PDS Groups, nor shall any of the Selling Agents be construed, deemed, or implied to have agreed to be bound as a Cash Settlement Bank under such rules, regulations, or memoranda, unless it has otherwise applied for and been qualified as such by the PDS Group. For the avoidance of doubt, where the Selling Agents have been nominated by the Issuer as Cash Settlement Banks under this Agreement, such appointment and designation is understood to be for purposes of this Agreement alone.

8.4 **Fees and Expenses.** The Issuer shall pay to the Registrar and Paying Agent from time to time (without any deduction except for the applicable creditable withholding tax or its statutory replacement) such fees/commission for its services pursuant to this Agreement as may be agreed in writing between the Registrar and the Paying Agent and the Issuer including such reasonable expenses, disbursements, and costs as may be incurred under this Agreement. All reasonable out-of-pocket expenses which are to be incurred by PDTC in connection with the preparation, execution, delivery, and performance of this Agreement, shall be for the account of the Issuer. If any applicable law requires a deduction, other than creditable withholding tax under Revenue Regulations No. 17-2003, to be made, the Issuer shall pay such further sum to the PDTC as Registrar and/or Paying Agent so that it would ultimately receive an amount equal to that it would have received had no such deduction been made. PDTC shall issue the official receipts for payments made by Issuer only upon the submission by the Issuer of the Creditable Withholding Tax Certificate or such other proof of payment of the applicable taxes as mentioned above. The Issuer agrees to pay interest at the PDTC's prevailing rate on any sum owed but not paid by the Issuer on the due date of payment.

The Issuer hereby acknowledges the right of the Paying Agent and the Registrar to be reimbursed and paid out-of-pocket expenses that it may incur in the preparation of documents which the Trustee may request in connection with the performance of the Trustee of its duties under the Trust Agreement.

PDTC may likewise impose such reasonable fees on the CP Holders for the services that it shall perform for their benefit. Such fees are detailed in **Schedule 12** of this Agreement, and made an integral part hereof.

Section 9 Notices to CP Holders

9.1 **Notice.** Notices required to be given by the Registrar or Paying Agent to the CP Holders under this Agreement shall be made in accordance with the Terms and Conditions and the Registry Rules, as the same may be amended from time to time, at the expense of the Issuer.

Section 10 Changes in Agents

10.1 **Termination.** The Issuer may at any time appoint a new registrar or paying agent and/or terminate the appointment of the Registrar and Paying Agent by giving to the Registrar and Paying Agent at least thirty (30) Business Days prior written notice to that effect; *Provided* that, so long as any of the CPs are outstanding, the notice shall not expire less than forty five (45) days before the Maturity Date per tranche based on the Tenor and notice shall be given to the CP Holders at least thirty (30) Business Days before the termination of the appointment of the Registrar and Paying Agent.

10.2 **Resignation.** The Registrar and Paying Agent may resign its appointment at any time by giving the Issuer at least thirty (30) Business Days prior written notice to that effect; *Provided* that, so long as any of the CPs are outstanding, the notice shall not expire less than forty five (45) days before the Maturity Date per tranche based on the Tenor. Following receipt of a notice of resignation from the Registrar and Paying Agent, the Registrar and Paying Agent, upon the instruction of the Issuer, shall promptly, and in any event not less than thirty (30) Business Days before the resignation takes effect, give notice to the CP Holders.

10.3 **Change of Office.** If the Registrar and Paying Agent change the address of its specified office in a city, it shall give the Issuer and the CP Holders at least thirty (30) calendar days notice of the change, giving the new address and the date on which the change is to take effect.

10.4 **Delivery of records and turnover of amounts held.** If the Registrar and Paying Agent resigns or its appointment is terminated, it shall on the date on which the resignation or termination takes effect pay to

the new registrar and paying agent any amount held by it for payment in respect of the CPs and deliver to the new registrar and paying agent the Registry and all other records kept by it pursuant to this Agreement.

10.5 **Successor Corporations.** A corporation into which the Registrar and Paying Agent is merged or converted or with which it is consolidated or which results from a merger, conversion or consolidation to which it is a party shall, to the extent permitted by applicable law, be the successor agent under this Agreement without further formality. The Registrar and Paying Agent concerned shall forthwith notify such an event to the Issuer and the CP Holders.

Section 11 General Provisions

11.1 **Several and Joint Obligations.** The obligations of the Registrar and Paying Agent are several and not joint.

11.2 **No Implied Duties.** The Registrar and Paying Agent are hereby obligated to perform such duties as are specifically set forth in this Agreement or are incorporated into this Agreement by reference to the Terms and Conditions, and subject to the limitations herein, shall be responsible only for the performance of such duties and obligations as are specifically set forth in this Agreement, and no obligation or covenants shall be implied or read into this Agreement as against the Registrar and Paying Agent.

11.3 **No Agency or Trust.** In acting pursuant to this Agreement, the Registrar and Paying Agent shall have no obligation towards or relationship of agency or trust with any CP Holders and need only perform the duties set out specifically in this Agreement and the Terms and Conditions and any duties necessarily incidental to them.

11.4 **Taking of Advice.** The Registrar and Paying Agent may consult on any legal matter with any legal adviser selected by it, who may also be an employee of or adviser to the Issuer and it shall not be liable in respect of anything done, or omitted to be done, in good faith relating to that matter in accordance with that adviser's opinion.

11.5 **Reliance on Documents etc.** The Registrar and Paying Agent shall not be liable in respect of anything done or suffered by it in reliance on any document reasonably believed by it to be genuine and to have been signed by the proper parties or on information or instructions to which it should properly have regarded and reasonably believed by it to be genuine and to have been originated by the proper parties.

11.6 **No liability for Interest.** The Paying Agent shall not be under any liability for interest on any moneys at any time received by it pursuant to any of the provisions of this Agreement or the Terms and Conditions and applied by it in accordance with provisions hereof, except as otherwise provided hereunder or agreed in writing.

11.7 **Compensation.** None of the provisions contained in this Agreement shall require the Registrar and Paying Agent to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers if there is a reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it under the terms of this Agreement.

11.8 **Other Relationships.** PDTC may become the owner or pledgee of the CPs with the same rights it would have if it were not the Registrar and Paying Agent, and may engage or be interested in any financial or other transaction with the Issuer or any of its affiliates, and may act on, or as depository, trustee or agent for any committee or body of holders of the CPs or other obligations of the Issuer, as freely as if it were not the Registrar and Paying Agent and need not account for any profit in relation thereto.

11.9 ***Copies of this Agreement.*** The Registrar shall, during regular business hours, provide a copy of this Agreement for inspection at its specified office by the CP Holders upon their request.

11.10 ***Liens, Encumbrances, Attachments or Garnishments.*** The Registrar shall record and annotate in the Registry:

11.10.1 any voluntary liens or encumbrances constituted upon the CPs, upon its receipt of a written notice from the relevant creditor, together with the written acknowledgement from such CP Holder of the same and documentary evidence of such voluntary liens or encumbrances such other documents as may be reasonably required by the Registrar; and

11.10.2 any writ of attachment or garnishment issued by a court or quasi-judicial agency of competent jurisdiction against a CP Holder and served upon the Registrar, either directly or through the Issuer.

Upon such recording and notation, the Registrar shall place on hold and shall not be obliged to record any transfer of the CPs the subject of such lien, encumbrance, attachment or garnishment unless or until: (a) in the case of voluntary liens or encumbrances, the obligations secured by such voluntary liens or encumbrances have been performed by the registered CP Holder or the transferee CP Holder agrees to take the CPs subject to the lien or encumbrance constituted thereon and in either case, upon written acknowledgement of the relevant creditor to the Registrar of the same; or (b) in the case of attachments or garnishment, the appropriate court or quasi-judicial agency orders the lifting of such attachment or garnishment, which order is served upon the Registry, either directly or through the Issuer.

The Issuer acknowledges that PDTC as the appointed Registrar and Paying Agent of the Bonds shall treat attachment or garnishment orders issued by a court or quasi-judicial agency on a case to case basis. PDTC shall rely on the instructions of the Issuer with respect to the handling of the securities account upon the recording and notation of the attachment or garnishment, including the disbursement of the coupon and maturity cash proceeds pertaining to the attached or garnished securities account.

For the purpose of this section, when a securities account has been "Frozen", no debit or credit of securities can be made into such securities account. When a securities account has been "Suspended", however, no debit will be made but credit of securities are allowed to be made to the securities account.

11.12 ***Good Faith Undertaking***

11.12.1 In implementing this Agreement and in discharging their respective duties and obligations hereunder, the parties agree to apply the standards of good faith and commercial loyalty, taking into consideration that the main purpose of this Agreement is to ensure the utmost cooperation among the parties and the success of the Offer and the trading of the CPs. Thus, the parties agree to perform all such acts and to execute and deliver such other documents or instruments as may be necessary (including amending and/or supplementing this Agreement) in order to give effect to the intent underlying the Offer and the trading of the CPs as to fully implement or consummate the transactions contemplated thereby.

11.12.2 Should there be new rules and regulations imposed by the relevant regulatory bodies, including a Self-Regulatory Organization ("SRO"), as defined in the Securities Regulation Code, or market conventions adopted and imposed by an SRO, or changes in the Registry System of the Registrar in compliance with the said rules and regulations or market conventions that would require the parties to this Agreement to perform or do certain acts in addition to what are contemplated or envisioned herein, the parties agree to comply with said regulations and/or conventions subject to the provisions of Section 6.1 above.

Section 12
Miscellaneous

- 12.1 **Assignment.** Neither party may terminate this Agreement, or assign or transfer all or any of its rights, benefits, and obligations hereunder without the consent of the other party.
- 12.2 **Ability to Consult Counsel.** PDTC may consult with legal counsel of its choice in connection with its duties under this Agreement and any opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or omitted to be taken by PDTC hereunder in good faith and in accordance with such opinion; Provided, that, prior to taking or not taking such action for which the opinion of counsel was sought, PDTC shall inform the Issuer of the relevant opinion of counsel. Any delay in the taking of action by PDTC, where the Issuer shall have contributed to such delay, shall entitle PDTC to indemnification, and it shall be held free and harmless for any costs, expenses or damages incurred or suffered to be incurred by it by reason thereof.
- 12.3 **Disclosure; Confidentiality.** Except as may be necessary to perform its duties under this Agreement as required by applicable regulations, PDTC as Registrar and/or Paying Agent: (a) shall keep privileged, confidential, separate, and distinct any information, data, documents, files, properties, funds, or any other matter which it may acquire pursuant to this Agreement or obtained in the course of the performance of its duties and functions; (b) shall refrain from disclosing any such information or item in any manner, whether written, oral, telegraphic, coded or encrypted, whether in physical, electronic, or any other form or media; and (c) hereby undertakes not to use any such information or item for its own benefit or for the benefit of any of its clients regardless of whether or not such use can be shown to cause disadvantage, injury, or damage to the Issuer. The Issuer hereby authorizes PDTC as Registrar and/or Paying Agent to disclose information and/or transfer data regarding this Agreement if required to do so by:
 - 12.3.1 Request of any CP Holders with respect to its own holdings of the CPs;
 - 12.3.2 Request of the Issuer through its authorized officers or employees, all of whom shall be caused by the Issuer to keep confidential all such information disclosed to them;
 - 12.3.3 Corporate practice, as disclosures made to directors, officers, employees, auditors, or legal counsel of PDTC necessary to perform its functions under this Agreement, all of whom shall be caused by PDTC to keep confidential all such information disclosed to them;
 - 12.3.4 any applicable law, statute, or other regulation of or by any court order or similar process enforceable in any relevant jurisdiction;
 - 12.3.5 any regulatory body, self-regulatory entity, clearing system/company or depository (whether of a governmental nature or otherwise) in any relevant jurisdiction
 - 12.3.6 any department or agency of government in any relevant jurisdiction; and
 - 12.3.7 any offices, branches, or subsidiaries of the PDS Group or any agents or third parties in connection with this Agreement (including the services/duties to be provided by the Registrar under this Agreement).
- 12.4 **Severability.** If any provision hereunder becomes invalid, illegal, or unenforceable under any law, the validity, legality, and enforceability of the remaining provisions and this Agreement shall not be affected or impaired.
- 12.5 **Notices.**

12.5.1 Except as otherwise provided in this Agreement, any notice, demand, letter, or communication may be sent by the Registrar and/or Paying Agent to the Issuer by telex, electronic mail, web-based uploads, or other electronic or teleprocess instruction system, post, reputable courier, confirmed facsimile, S.W.I.F.T., or hand. Any notice, demand, letter or communication to the Registrar and/or the Paying Agent shall be sent to the following address and shall be effective only when received by the designated addressee/s. Any notice, demand, letter, or communication may be sent by one party to the other at the address and numbers set out below or such address and numbers as one party may inform the other in writing.

To the Issuer: **Alsons Consolidated Resources, Inc.**
Alsons Building 2286 Chino Roces Ave.,
Makati City, Philippines
Telephone No.: TBD
Fax No.: TBD
Email: TBD

Attention: TBD
TBD

To the Registrar
& Paying Agent: **Philippine Depository & Trust Corp.**
29th Floor, BDO Equitable Tower,
Paseo de Roxas, Makati City
Telephone no.: (632) 8884-4425
Fax no.: (632) 8230-3346
E-mail: baby_delacruz@pds.com.ph

Attention: Josephine "Baby" Delacruz
Director

12.5.2 The parties shall maintain a record of electronic data, message, communication, or mail received pursuant to this Agreement. Any electronic data, message, communication, or mail addressed to the Registrar and/or Paying Agent shall not be deemed received by the Registrar and/or Paying Agent until receipt of such communication has been acknowledged or confirmed by electronic communication or mail by an authorized representative of the Registrar and/or Paying Agent.

12.5.3 All notices shall be deemed to have been personally given on the date of receipt (if delivered personally), or ten (10) calendar days after posting (if transmitted by registered mail), or the date of transmission (if transmitted by telefax or electronic mail), or the date of receipt (if sent through other means). Each party may change its addressee, address, telefax number, or email address for purposes of receiving notice by giving written notice thereof to the other parties hereto.

12.5.4 The Issuer agrees that the Registrar and/or Paying Agent does not guarantee the security of any electronic communication transmitted to the CP Holder or the Issuer, and that the Registrar and/or Paying Agent is not liable for the complete and timely transmission thereof in the absence of evident bad faith, gross negligence, or willful omission. The Issuer likewise agrees to hold the Registrar and/or Paying Agent harmless and indemnified from and against any actual or threatened liability or damage arising from or in connection with electronic transmission of information under this Agreement, unless said liability or damage was caused

by the Registrar and/or Paying Agent's fraud, evident bad faith, gross negligence, or willful omission.

- 12.6 **Amendment.** Any amendment of this Agreement is subject to the mutual agreement in writing by both parties. The Issuer understands that any change to the Terms and Conditions that may affect the obligations of the Registrar and Paying Agent under this engagement shall be subject to a separate agreement with the Registrar and Paying Agent.
- 12.7 **Survival of Representations and Obligations.** Unless otherwise stated, the representations, warranties, agreements, undertakings and indemnities in this Agreement shall continue in full force and effect despite the termination or expiry of the term of this Agreement.
- 12.8 **Non-Waiver.** The failure of any party at any time or times to require the performance by the other of any provision of this Agreement shall not affect the right of such party to require the performance of that or any other provisions and the waiver by any party of a breach under this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any other right under this Agreement.
- 12.9 **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the Republic of the Philippines. Any legal action or proceeding arising out of, or connected with, this Agreement shall be brought exclusively in the proper courts of Makati City, each of the parties expressly waiving any other venue.
- 12.10 **Counterpart Signing.** It is agreed that this Agreement may be signed and notarized in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

(signature pages follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first above written.

ALSONS CONSOLIDATED RESOURCES, INC.

By:

Signatory
Position

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

)
) S. S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____, personally appeared the following:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Issued On/At</u>

known to me and by me known to be the same persons who executed the foregoing Registry and Paying Agency Agreement and they acknowledged to me that the same is their own free and voluntary act and deed as well as of the corporations they respectively represent.

WITNESS MY HAND AND SEAL on the date and at the place first abovewritten.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first above written.

PHILIPPINE DEPOSITORY & TRUST CORP.

By:

Ma. Theresa B. Ravalو
President & Chief Operating Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S. S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____, personally appeared the following:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Issued On/At</u>
Ma. Theresa B. Ravalو		

known to me and by me known to be the same persons who executed the foregoing Registry and Paying Agency Agreement and they acknowledged to me that the same is their own free and voluntary act and deed as well as of the corporations they respectively represent.

WITNESS MY HAND AND SEAL on the date and at the place first abovewritten.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2021.

Publication Requirement

IN THE MATTER OF THE REGISTRATION OF SECURITIES
Shelf Registration

Alsons Consolidated Resources, Inc.

X-----X

NOTICE

Notice is hereby given that on January 14, 2021, a sworn Registration Statement ("RS) has been filed with the Securities and Exchange Commission (the "Commission") on behalf of ALSONS CONSOLIDATED RESOURCES, INC. (the "Company") for the registration of up to PHP3,000,000,000.00 worth of Commercial Papers with an initial tranche of up to PHP2,000,000,000.00 worth of Commercial Papers, and Shelf Registration of up to PHP1,000,000,000.00 worth of Commercial Papers.

According to the papers presented, the following persons are the directors/officers of the Corporation:

Office	Name	Nationality
Director, President, Chairman of the Board	Tomas I. Alcantara	Filipino
Director and Treasurer	Editha I. Alcantara	Filipino
Director, Executive Vice President and Chief Operating Officer	Tirso G. Santillan, Jr.	Filipino
Director	Alejandro I. Alcantara	Filipino
Director	Ramon T. Diokno	Filipino
Director	Conrado C. Alcantara	Filipino
Independent Director	Jacinto C. Gavino, Jr.	Filipino
Independent Director	Jose Ben R. Laraya	Filipino
Director	Honorio A. Poblador III	Filipino
Director	Arturo B. Diago, Jr.	Filipino
Independent Director	Thomas G. Aquino	Filipino
Corporate Secretary	Roberto V. San Jose	Filipino
Assistant Corporate Secretary	Angel M. Esguerra III	Filipino

In order to implement necessary health protocols consistent with the directives and guidelines of the Department of Health for the protection of Commission's employees and the investing public, the Commission hereby suspends: (i) the physical inspection of the RS and other papers/documents attached thereto (collectively referred to as "Documents"), as well as (ii) providing physical copies thereof to interested parties, until further notice. In lieu thereof, the Commission has adopted an alternative mode viewing and/or downloading the said Documents, and any subsequent amendments thereto, by enabling interested parties to access the same through the MSRD corner of the Commission's website (www.sec.gov.ph) or the Company's website (acr.com.ph/filings.php)

VICENTE GRACIANO P. FELIZMENIO
Director